



General Terms and Conditions

All contracts concluded with VIP-FLIGHTS GmbH – hereinafter called VIP-FLIGHTS - are subject to the provisions of the General Terms and Conditions (GTC). These are a supplement to the regular legal requirements.

1. Conclusion of Contract, Price and Payment

- (1) Basis for the conclusion of contract is a prior non-binding offer of VIP-FLIGHTS GmbH. The order can be accepted orally, in writing, by phone or by email.
- (2) All prices stated in the offer and order are net prices.
- (3) The charter contract is concluded not until the air fair has been credited at 100% to the account of VIP-FLIGHTS GmbH. Should the contractee default, VIP-FLIGHTS is entitled to withdraw from the contract. Deviating provisions are only valid after prior agreement.
- (4) Short-term bookings 24 hours before the first departure must be paid by credit card.
- (5) VIP-FLIGHTS is entitled to modify the air fair a posteriori, if the contractee arranges a change in the flight order after the conclusion of contract and if this change results in additional expenditures. This applies to non-scheduled route costs, airport or approval fees, governmental taxes and charges, fees, accommodation expenses, charges for special openings etc.

2. Change in Booking and Cancellation

- (1) A change in booking is possible at any time, availability provided, within 7 days and free of charge. Arising from it additional costs like in 1.4 are at the contractee's charge.
- (2) The contractee is entitled to withdraw from the contract at any time before the start of the flight. Relevant for the calculation of the cancellation fee is the receipt of the notice of cancellation in the office premises of VIP-FLIGHTS. The cancellation must be sent in writing within usual business hours.
- (3) In the event of a cancellation of the order the following cancellation fees apply:

a) Flight order with C525

- after placing the order up to 72 hours before the first departure EURO 250.-
- 72 hours to 24 hours before the first departure EURO 700.-
- less than 24 hours before the first departure 20% of the total amount, at least, however EURO 1,800.-
- in the event of no-show: 100% of the total amount.

b) Flight order with C56X

- after placing the order up to 72 hours before the first departure EURO 800.-
- 72 hours to 24 hours before the first departure EURO 1,600.-
- less than 24 hours before the first departure 20% of the total amount, at least, however EURO 3,500.-
- in the event of no-show: 100% of the total amount.



3. Services and Change of Services

(1) The air fair includes the following services: Provision of an aircraft with crew (2 pilots), catering depending on the time of day, season and flight route, beverages to choice, transfer to the airfield, passengers' fees, handling if required for airline operational reasons, airport and air safety fees. The costs for optional services like flight attendance, VIP-transfer as well as the costs for deicing, also for required positioning and ferry flights, are not included in the charter price.

(2) All stated in the charter contract details like bordering times, number of persons and destination are binding. VIP-FLIGHTS is exempted from any liability, if the determined in the contract parameters cannot be met due to deviating instructions (e.g. slots or alterations of routing) from the responsible for the air traffic authorities. The stated flight times depend on the weather conditions of the respective day of flight. For this reason VIP-FLIGHTS is not liable, if the times of departure and arrival as well as the duration of the flight deviate due to unfortunate weather conditions / winds.

(3) VIP-FLIGHTS is not liable if passengers are late, whereby a scheduled performance of the flight cannot be guaranteed any more. The resulting alteration of the charter contract is handled as stated in 1.4.

(4) In the event of unclear weather conditions, which jeopardize a scheduled performance of flight and landing, the contractee is informed about the respective situation immediately. Should the contractee insist on the performance of the flight despite the information provided by VIP-FLIGHTS, the written form is required. All flight costs, even if the flight order does not fulfill the expected purpose for the contractee, because e. g. a scheduled landing could not be performed, are at the contractee's charge.

(5) VIP-FLIGHTS reserves the right to provide a comparable aircraft if the booked aircraft is not available.

(6) VIP-FLIGHTS is entitled to refuse the carriage of a passenger, if necessary for security reasons, or in order to prevent a breach of legal regulations, or if the condition or behavior could impair a scheduled performance of the flight.

(7) VIP-FLIGHTS and its performing agents are responsible for the transfers from the terminal to the aircraft as well as from the aircraft to the terminal. Should the passenger / contractee possess an apron permission, VIP-FLIGHTS must be informed in time.

3. Baggage and Carriage

(1) Cumbersome, heavy or items of baggage, whose size deviates from usual items of baggage, can only be carried after prior agreement.

(2) Living animals, dogs, cats, birds and other pets are only accepted after prior agreement.

(3) The passenger must not take with him as baggage:

- Items that could jeopardize the persons, the airplane or items on board of the airplane, especially compressed gases, explosive, oxidizing, radio-active, magnetizing, highly flammable, poisonous or aggressive substances as well as liquids of every kind (excluded are liquids that the passenger take with him in his hand baggage for the use during the flight). Applicable are the legal regulations for dangerous goods, issued by the German federal aviation administration.

- Items, whose carriage is prohibited by the regulations of the countries affected by the flight order.

(4) For security reasons it is forbidden to use electronic devices (mobile radios, mobile phones, CD players etc.) during the flight. Violators may be subject to legal prosecution and penalties.

(5) Carrying weapons of any kind, especially guns, batons or thrusting weapons as well as aerosols used for offence or defense purposes, ammunition or explosive substances or items, whose exterior or labeling give the impression of weapons, ammunition or explosive substances must be announced before the flight. A transport of weapons is only permitted as air cargo or checked baggage in accordance with the legal regulations. The latter does not apply to police officers who are obliged to carry a weapon in order to fulfill their official duty. They must hand out the weapon before the flight to the responsible pilot.

(6) In the event of solely freight flights or transport of freight exceeding the regular baggage allowance, the contractee is obliged to inform VIP-FLIGHTS about the content of the freight. By signing the contract he assures that the transported goods are no dangerous goods according to 3.3.



4. Entry Requirements

- (1) The passenger must meet all regulations of the countries affected by the flight order. The airline is not liable for any consequences arising to the passenger, if he neglected to acquire the necessary documents or did not meet the respective regulations or instructions.
- (2) The passenger must show all necessary entry and exit documents, health certificates and other documentations. VIP-FLIGHTS is entitled to refuse the carriage of every passenger who did not meet the applicable regulations or whose documents are not complete. VIP-FLIGHTS is not liable to the contractee for losses or expenditures arising because a passenger of the contractee did not meet these requirements.

5. Liability and Limitation

- (1) VIP-FLIGHTS is liable for the duly performance of the flight in accordance with the Warsaw Agreement about the carriage of passengers and luggage. VIP-FLIGHTS is not liable for force majeure, especially strike and sabotage. The contractee shall minimize arising damages as good as possible and must point out the possibility of an excessive damage. All possibly arising damages must be announced to VIP-FLIGHTS immediately in writing.
- (2) The liability for material or pecuniary losses due to the damage or loss of baggage is subject to the regulations of the des Montreal Agreement and is limited to 1,000 SDR per traveler, unless the claimed damage was caused by an act of gross negligence or intent. An otherwise gained solution on the basis of the event of loss is counted against. This does not apply to damages resulting from an injury of life, body and health.
- (3) VIP-FLIGHTS does not assume any liability for damages not caused by VIP-FLIGHTS or its performing agents.
- (4) During the order the instructions of the pilot and other staff members of VIP-FLIGHTS must be followed under all circumstances. The contractee is liable for damages arising from the failure to follow the instructions.
- (5) Claims from the charter contract come under the statute of limitations 6 months after the first day of carriage, claims due to bodily injury or homicide after 3 years.
- (6) In the event of freight flights VIP-FLIGHTS is not liable for freight damages to the sender or a third party, unless the damages are verifiably caused by gross negligence or intent of VIP-FLIGHTS GmbH. Further VIP-FLIGHTS is not liable for joint fault of the sender, receiver or another beneficiary.
- (7) VIP-FLIGHTS is not liable for damages or the destruction of freight caused by the containing items. Sender, owner and receiver of the freight are liable for damages or costs arising from the damage or destruction of other freight items or the property of VIP-FLIGHTS by their goods. Goods jeopardizing airplane, persons or property may be removed or destroyed by VIP-FLIGHTS without prior notice and without any liability arising for VIP-FLIGHTS. The costs for it are at the contractee's charge.

6. Place of Performance and Miscellaneous

- (1) Place of performance and jurisdiction for both contracting parties is Munich.
- (2) Individual invalid provisions do not affect the validity of all other provisions of the GTC.

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