

GENERAL TRANSPORT CONDITIONS

General transport conditions of the company Air Bohemia a.s.

1. Definition

The following terms which have the below mentioned meaning are used in the text of General transport conditions:

client	Contracting party ordering a charter flight mentioned in a Charter flight confirmation
transport company	Air Bohemia a.s.
contracting parties	Client and transport company
confirmation	Charter flight confirmation by both contracting parties
flight section	Flight section defined in a Charter flight confirmation, place and time of departure and place and time of arrival
ICAO	International Civil Aviation Organization

2. Application of transport conditions

2.1. These General transport conditions apply to all flights which were agreed between the client and the company Air Bohemia a.s. and for which a Charter flight confirmation was issued and signed by both contracting parties, or which were agreed in a contract.

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- The contracting parties can agree upon special or additional conditions as regards certain flights. These conditions or included provisions have priority over the General transport conditions if they are agreed in writing and signed by both contracting parties. The contracting parties do not bear legal consequences of orally agreed conditions.
 - Transport provided by the company Air Bohemia follows also:

- Civil Code no. 40/1964 Coll., as amended, on Domestic Air Transport;
- Agreement on the Unification of Certain Rules for International Air Transport, so-called Warsaw Pact, no. 15/1935 Coll., as amended by the Hague protocol no. 15/1966 Coll., on International Transport;
- European Council Regulation no. 2027/97 as of October 1997

- Charter flights organized by Air Bohemia a.s. do not follow any general business conditions of the client.

3. Airplane and passengers

3.1. Airplane

By issuing a Charter flight confirmation, the transport company guarantees to provide an airplane which has sufficient capacity for transport of the number of passengers mentioned in the Confirmation and which passes the flight approximately within the time mentioned in the Confirmation.

The transport company can replace the agreed airplane by another airplane or airplanes anytime provided that the substitute airplane or airplanes are suitable for the agreed transport.

3.2. Passengers

The transport company is obliged to transport only the number of passengers mentioned in the Confirmation and only such passengers mentioned by the client in a list of passengers. The transport company can transport more passengers than mentioned in the Confirmation only if particular conditions enable it at the moment of boarding. A higher number of passengers can cause an increased flight price. The transport company can ask the passengers to prove their identity.

4. Flight price, payment terms and contractual penalties

4.1. The flight price mentioned in a Charter flight confirmation includes:

- a) standard VIP catering options up to 100,-€ / PAX / leg with champagne and sort of wines on-board
- b) fuel, insurance of aircraft, landing and take-off fees, technical management
- c) handling, GATs (if available on the airport) (except VIP-Lounges), navigation/Eurocontrol fees
- d) Italian Luxury Tax if apply

4.2. The flight price doesn't include:

- a) transport of passengers to and from the airport
- b) costs for visas, customs duty and taxes
- c) additional costs arising from changes required by the client as compared to the flight plan mentioned in a Charter flight confirmation
- d) additional costs arising from changes in consequence of client's non-keeping of the flight schedule
- e) costs for airplane defrosting or hangarage if it is necessary in consequence of adverse weather
- f) stewardess on board (available upon request)
- g) additional catering above the budget 100,-€ / PAX / leg (the difference will be charged additionally)
- h) VAT if applicable for any services
- i) airport outside of operating hours' fees and fees due to operations outside official airport hours
- j) additional costs which incur in consequence of force majeure

4.3. Payment terms

4.3.1. If not mentioned expressly otherwise in the Charter flight confirmation, the flight price has to be paid in the total amount so that the bank account mentioned in an invoice is credited with the payment within 2 working days before the planned departure at the latest.

4.3.2. Additional charges arising from a price increase are payable on the date of invoice maturity, based on an accounting invoice.

4.3.3. Credit cards MasterCard, Maestro, VISA, VISA Elektron, Diners Club are accepted by the transport company, and bank surcharges shall apply (+2,5%)



4.4. Contractual penalties

If not mentioned otherwise in the Charter flight confirmation, the following contractual penalties will be invoiced in case that a confirmed flight is cancelled:

- a) 10% of the flight price if cancelled max. 10 days before departure
- b) 20% of the flight price if cancelled less than 10 days but max. 2 days before departure
- c) 30% of the flight price if cancelled less than 2 days but max. 24 hours before departure
- d) 50% of the flight price if cancelled less than 24 hours before departure, or the amount equal to costs related to ensuring of an airplane if these costs are higher than 50% of the flight price.

5. Flight schedule, flight cancellation and rejection of transport

5.1. The transport company will arrange the flight according to sections and times mentioned in the Confirmation if not agreed otherwise with the client or if no circumstances mentioned in section 5.3 or 5.4 occur.

5.2. The client acknowledges that if a passenger doesn't come for departure on time according to the agreed flight schedule, such a delay can have impacts on a possibility of next flight. Though the transport company makes a great effort to keep the original flight schedule, operational circumstances or limits of crew's services can cause serious deviations from the schedule or cancellation of a flight or flights. The client shall also bear costs which incur due to postponement or cancellation of flights. In case that a passenger doesn't come for the planned departure of the first or next sections and the transport company doesn't receive any information from the client within 4 hours after the planned departure, the transport company reserves a right to cancel the flight and charge a contractual penalty in the amount of a total flight price. The transport company isn't also responsible for any costs or damages which incur to the client in this connection.

5.3. Force majeure

The transport company reserves a right to cancel, finish, divert, postpone or delay a flight or its section if it can't be passed due to reasons which the transport company can't influence. These reasons include but aren't limited to an action of force majeure, meteorological conditions, strikes, revolts, embargos, wars, enemies' acts or riots and their direct or indirect consequences, regardless the fact if they are real, imminent or only announced. If a flight is cancelled or shortened by reasons mentioned in this section, the total flight price will be reduced by a price of sections or their parts which were cancelled.

5.4. Flight cancellation and rejection of transport

5.4.1. Flight cancellation from the side of a transport company

The transport company reserves a right to cancel the flight if the client infringed conditions agreed in the Charter flight confirmation or stipulated by these General transport conditions. In case that a flight is cancelled according to this section, contractual penalties are applied in compliance with section 4.4. The transport company and its commander responsible for the flight can cancel the flight because of safety or technical reasons or can decide on landing in an alternative airport.

5.4.2. Rejection of transport

The transport company has a right to reject transport of a passenger, luggage or load if such a transport could endanger airplane security or infringe the valid legislation and regulations. The transport company has also a right to reject transport of a passenger who refuses to comply with regulations, mainly if safety checks are concerned, or who disturbs transport in a serious way.

5.4.3. Flight cancellation from the side of a client

The client has a right to cancel the flight before it is initiated if it is not possible to organize the flight according to the conditions agreed in the Confirmation because of force majeure. In such a case contractual penalties according to section 4.4 aren't applied. The client has to inform the transport company about flight cancellation in writing.

6. Transport and travel documents

6.1. Issue of transport documents

6.1.1. A transport document is a Charter flight confirmation, signed by both contracting parties and issued by the transport company, or flight tickets issued by the transport company.

6.1.2. The client is obliged to provide the transport company with a list of passengers before the flight, including additional information about possible nonstandard luggage. When transporting a load, the client is obliged to provide the transport company with a consignment note or other consignment documents.

6.2. Travel documents

The client is obliged to ensure that all passengers will have valid travel documents including necessary visas. The client is also obliged to ensure that passengers will follow customs regulations, medical requirements and other requirements applied when entering into a country of destination. The client is responsible for all costs and damages caused by the fact that passengers don't have necessary documents or don't meet the applied requirements.

7. Luggage and load

7.1. Luggage

7.1.1. The transport company shall make a great effort to transport client's luggage if it is acceptable with regards to flight safety, airplane capacity and valid regulations. In case of any doubts about the possibility of transport of luggage, the client should discuss it with the transport company.

7.1.2. Weight limit of transported luggage is 13kg plus 6kg hand luggage per each passenger. Transport of luggage which exceeds this limit has to be approved expressly by the transport company and mentioned in the Charter flight confirmation.

7.1.3. The transport company shall reject luggage which transport is forbidden by laws or regulations or which could endanger safety of an airplane or passengers. This provision concerns mainly weapons and dangerous goods, in compliance with provisions of the ICAO.

7.1.4. The transport company doesn't transport animals if it wasn't agreed expressly in the Confirmation.

7.2. Load

7.2.1. When transporting a load, the client is responsible and bears costs for loading and unloading of an airplane.

7.2.2. The client is obliged to ensure that

a) the transported load or luggage doesn't include items or materials, which could endanger the airplane or transported people and the crew, and items and materials which transport is in conflict with the law;

- b) the transported load or luggage is suitable for air transport and is packed in a corresponding way;
- c) animals aren't transported without a previous written agreement.

8. Liability

8.1. Liability of the transport company

8.1.1. The transport company is responsible only for damages caused during transport itself however the maximum amount is the amount of liquidated damage.

8.1.2. Limitation of liability:

- a) the transport company isn't responsible for any damages caused by the third parties;
- b) the transport company isn't responsible for any damages and non-meeting of agreed conditions, caused by (i) force majeure, (ii) weather conditions which disable the flight with regards to safety, (iii) circumstances which arise directly or indirectly from regulations or actions of the authorities, (iv) circumstances which couldn't have been influenced by the transport company;
- c) the transport company isn't responsible for any damages and non-meeting of agreed conditions, caused by the fact that appropriate authorities didn't provide the transport company with necessary permissions (e.g. flyover or landing permission) provided that the company asked for such a permission on time and in a proper way, based on documents provided by the client;
- d) the transport company won't settle claims which could incur due to a delay of passengers, luggage or load or due to landing in an alternative airport, except for cases when such claims incur due to serious negligence or intention of the transport company;
- e) the transport company won't settle any claims or compensate any costs or expenses for which the client, or a person who is in a relation with the client, could ask for a compensation in consequence of meeting or non-meeting of the agreed conditions of a charter flight, except for cases when such claims or costs incur due to serious negligence or intention of the transport company;
- f) the transport company isn't responsible for any indirect or consequential damages caused by any reason, mainly by a delay caused by technical reasons;
- g) when issuing a firm order for transport via line of another (hereinafter referred to as "real") transport company (i.e. in case that the flight is arranged by another transport company), the transport company (Air Bohemia a.s.) (hereinafter referred to as "contracting") acts only as a sales representative (mediator). In case that the real transport company (Air Bohemia a.s.) arranges the flight for another contracting transport company, the real transport company (Air Bohemia a.s.) takes all responsibility for the flight, except for financial and invoicing matters.

8.1.3. The transport company is responsible only for damages which reason, scope and the fact that they were caused can be proven.

8.1.4. The transport company isn't responsible for damage if the company proves that all available means were used to hinder from damage or that these means couldn't have been used.

8.1.5. Limitation of liability is related analogously to employees and representatives of the transport company. The total amount of compensation provided by the transport company won't be higher than the total limit of liability of the transport company.

8.2. Client's liability

8.2.1. The client is responsible for meeting of conditions of a charter flight also in case that the client acts only as a mediator. The client is responsible for all damages of the airplane, caused by his employees, representatives, agents or passengers.

8.2.2. If transported people are injured or luggage is damaged, the client is obliged to inform the transport company immediately, after the flight is finished at the latest. The client is obliged to announce damage of a load when it is being delivered at the latest. If the transport company isn't informed on time, it won't be responsible for compensation of damage.

8.3. Liability for damage of luggage

8.3.1. The transport company is responsible for delay, destruction or loss of luggage, in compliance with the provision of the Warsaw Pact and its additional protocols and agreements.

8.3.2. The transport company isn't responsible for loss or damage of fragile items, perishable goods, jewellery, precious metals, money, valuables and securities, business documents, medicaments, keys, travel and other personal documents and also samples or other items which were in the luggage, regardless the fact whether the transport company knew about them or not, except for cases when damage was caused due to serious negligence or intention of the transport company.

8.3.3. The transport company isn't responsible for any damages caused by items placed in passengers' luggage, except for cases when damage was caused due to serious negligence or intention of the transport company. If such items cause damage of luggage of another passenger or property of the transport company, the owner of luggage is obliged to compensate the damage and incurred costs to the transport company.

8.4. Liability for damage of transported goods

8.4.1. The transport company isn't responsible towards the sender of goods or towards the third party for damage of goods, caused by or arising from transport and related services if it can't be proven that the damage was caused due to serious negligence or intention of the transport company. The transport company isn't also responsible for any damages of goods if it is proven that the damages were caused partially also by additional factors on the side of a sender, recipient or the third involved parties.

8.4.2. The transport company is responsible for damages of transported goods only up to the amount of goods' value declared by the sender in a consignment note. If the consignment note is missing, the transport company is responsible for damages in compliance with the law and regulations mentioned in section 2.3. In such a case compensation of damage is subject to a proof of goods' value.

8.4.3. If the recipient (or another person authorized to take over goods) receives incomplete delivery or only its part or if a part of delivery is damaged or destroyed, the transport company will pay damage only partially, i.e. at the rate of weight of a damaged and undamaged part of consignment, regardless the value and content of a damaged part.

8.4.4. The transport company isn't responsible for any damages of goods or for their destruction if it was caused by items packed in a consignment. The sender, owner and recipient of goods, which damage or destroy other goods or property of the transport company, is obliged to compensate damage and related costs to the transport company. Goods which endanger the airplane, people or property can be excluded from transport or destroyed by the transport company without any previous announcement and consequential liability.

8.4.5. Goods which quality gets worse or which is perishable due to changes of climate, temperature and altitude, or due to other unusual conditions, or due to the transport time, will be accepted for transport subject to liability for worse quality and spoil.

