

**I. SCOPE OF APPLICATION**

The following General Terms and Conditions for Flights ABS Jets, a.s. (hereinafter only “GTC”) shall be applicable to all charter flights of ABS Jets, a.s. and shall constitute an inseparable part of the Charter Flight Agreement. ABS Jets reserves the right to change the GTC from time to time. In the event of any difference between the GTC and the Charter Flight Agreement, the Charter Flight Agreement shall prevail.

**II. APPLICABLE LAW, JURISDICTIONS & LIABILITY**

The carriage performed by the Carrier is subject to the rules, jurisdiction, and limitation of liability by:

- The Montreal Convention of 1999 (Convention for the Unification of Certain Rules for International Carriage by Air) or the Warsaw Convention of 1929 as modified by Hague Protocol, if applicable; and
- EC Regulation 889/2002 on Air Carrier Liability in case of air accident, EC Regulation 261/2004 and other relevant EU legislation, and
- Czech laws, if applicable.

The Carrier shall avail itself of the limitation of liability provided in the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw October 12th, 1929, or provided in the said Convention as amended by the Protocol signed at The Hague September 28th, 1955. However, in accordance with Article 22(1) of said Convention, or said Convention as amended by said Protocol, the Carrier agrees that, as to all international transportation by the Carrier as defined in the said Convention or said Convention as amended by said Protocol, which, according to the contract of Carriage, includes a point in the United States of America as a point of origin, point of destination, or agreed stopping place

- (1) The limit of liability for each passenger for death, wounding, or other bodily injury shall be the sum of US \$75,000 inclusive of legal fees and costs, except that, in case of a claim brought in a State where provision is made for separate award of legal fees and costs, the limit shall be the sum of US \$58,000 exclusive of legal fees and costs.
- (2) The Carrier shall not, with respect to any claim arising out of the death, wounding, or other bodily injury of a passenger, avail itself of any defense under Article 20(1) of said Convention or said Convention as amended by said Protocol.

Nothing herein shall be deemed to affect the rights and liabilities of the Carrier with regard to any claim brought by, on behalf of, or in respect of any person who has willfully caused damage which resulted in death, wounding, or other bodily injury of a passenger.

**III. CHARTER FLIGHT BOOKING PROCESS**

1. Carrier accepts booking and/or charter flight inquiries on a 24/7 basis.
2. Booking and/or charter flight inquiries are accepted:

By phone: +420 602 136 230  
By E-mail: [sales@absjets.com](mailto:sales@absjets.com)

3. Carrier’s Sales department responds to a booking and/or charter flight inquiry by a Charter Quotation sent by E-mail or by SMS message at the earliest convenience. Upon acceptance of the Charter Quotation from the Client, the Carrier issues a Charter Flight Agreement containing detailed information on flights and schedules. The Charter Contract is executed by the signing of a Charter Flight Agreement.

**IV. TERMS OF PAYMENT**

1. The amount listed in the Charter Flight Agreement shall be credited to the Carrier’s account specified in the Advance Invoice before commencement of carriage if not agreed otherwise. The Charter Flight Agreement includes aircraft, crew, handling, landing / take-off fees, fuel, oil, catering, and Flight Attendant if applicable.
2. If the signed Charter Flight Agreement is not received from the Client before the commencement of carriage, the Carrier reserves the right to terminate the Charter Contract with no further liability.
3. All other costs including, but not limited to, e.g. baggage screening charges, security charges, customs duties, de-icing, costs of additional services relating to the transportation depending on the Client’s requirements, such as car transport, helicopter, hiring of an airport lounge, extension of an airport’s operating hours, etc. that are not contained in the Charter Flight Agreement shall be rebilled to the Client. The Client shall pay the amount within the period specified on the Invoice. The date of payment shall be the date on which the invoiced amount is credited to ABS Jets’ account.
4. Invoices shall meet all the formal requirements of a tax document as stipulated in Act No. 235/2004 Sb., on Value Added Tax, as amended. In the case of a delay with the payment of an invoice, the Carrier is entitled to impose on the Client a contractual late payment interest 15% p.a.

**V. RIGHTS & DUTIES OF CARRIER’S CREW AND PASSENGERS**

**Replacement of the Aircraft**

The Carrier shall be entitled, in the event of necessity, to replace the aircraft by other aircraft suitable for the agreed transport or subcharter.

**Passenger & Cargo Entry Documents**

The passenger is solely responsible for the fulfillment of all visa requirements, passport validity, and all documents required by the authorities at the destination and Carrier assumes absolutely no responsibility to fill, check, or ensure their validity.

**Baggage, Luggage & Freight**

The Passenger shall consult with the Carrier’s Sales department in advance on the number, weight, and size of his/her baggage since it can be limited for safety reasons and varies dependant on aircraft type. If not agreed otherwise in writing, 15 kg of free luggage and 3 kg of hand luggage shall be allowed per passenger.

The Passenger shall ensure that any Baggage, Luggage, and Freight to be transported are sufficiently and properly packed for carriage. The Captain of the Aircraft shall have ultimate authority to decide what load may be carried and how it shall be distributed.

See Art. VI – Refusal of the Carriage

**Animals**

The carriage of animals is subject to the prior written consent of the Carrier therefor the Client or Passenger shall consult with the Carrier’s Sales department on the conditions of carriage of animals. The passenger is solely responsible for the fulfillment of all requirements and all documents required by the authorities at the destination.

**Prohibited Goods & Dangerous Goods**

Prohibited Goods shall not be carried under any conditions.

Dangerous Goods (DG) must be declared by the passenger, approved by the Carrier and then packed and marked correctly in accordance with the Dangerous Goods regulations. Therefore, the Carrier’s Sales Department or Flight Coordination Department must be informed about Dangerous Goods which is intended to be transported at least 3 days in advance in order to be able to fulfil all applicable requirements.

In accordance with the ICAO Technical Instructions for the Safe Transport of Dangerous Goods by Air the following items shall not be transported without prior Carrier’s consent:

- Weapons
- Ammunition and Firearms
- Pointed / Edged weapons and sharp objects
- Disabling devices (e.g. mace, pepper spray, electro shock weapons)
- Gases (compressed gases or items that contain gases such as insulated packaging)
- Paints, Chemicals or Oxidizing substances (bleach)
- Flammable and Corrosive materials
- Toxic and Infectious substances
- Radioactive or Magnetic materials
- Security and Safety related equipment (e.g. Attache cases)
- Lead-acid batteries
- Mobility Aids containing batteries
- Camping stoves, fuel containers, avalanche rescue backpack
- Engines and Engine powered equipment (e.g. generators, scooters, jet surfboards)

Special attention shall be paid to transportation of electronic cigarettes and cigars inside the luggage since their uncontrolled activation can cause a fire.

Since all DG regulations are aimed at safe air transportation Carrier reserves right not to accept certain items for transportation, see Art. VI – Refusal of the Carriage.

**Pregnancy**

The Carrier must be informed in advance about a pregnant passenger on a board.

To assure a safe transportation of pregnant passengers taking into consideration the IATA Medical Manual, Chapter „Passenger Care” there is highly recommended to observe following procedures:

**A Single pregnant passenger, without any complications,** may be transported after the 28th week only with a Medical clearance statement, and after the **36th** week only with a Medical assistance on a board.

**A Multiple pregnant passenger, without any complications,** may be transported after the 28th week only with a Medical clearance statement, and after the **32th** week only with a Medical assistance on a board.

A pregnant passenger with any complication should seriously consider herself an air transportation.

Should the pregnant passenger refuses to follow the above recommendations she shall be fully liable and responsible for any damage sustained in case of death or bodily injury of passenger(s) or loss of, or damage to a property. ABS Jets hereby excludes its liability and responsibility for damages.

**Smoking**

All Carrier flights shall be non-smoking.

**Seat belt ON Sign**

The passenger shall return seat back to the upright position, stow tray table in the locked position and fasten seat belt when „Seat belt ON” sign illuminates. If the passenger fails to do so, the passenger becomes solely responsible for any damage caused to him, the other persons on **board or the aircraft**.

**Security Check**

All passengers, crewmembers and their luggage shall undergo the security screening process prior to departure.

Notwithstanding foregoing, at the airports, where such procedure is allowed, an aircraft owner and the passengers designated by the aircraft owner travelling with him, together with their baggage may enter the airplane before departure without the security screening check at their own risk. Nevertheless they are liable to the Carrier for all damages caused by unchecked items and prohibited and dangerous goods, either intentionally or by negligence.

**VI. REFUSAL OF CARRIAGE**

The Carrier reserves the right to refuse carriage to any passenger, baggage, luggage or freight, incl. Prohibited & Dangerous Goods especially in the following cases:

- Passengers:
  - suffering from an infectious disease or
  - whose health/life may be at risk (e.g. sporting activity incl. deep sea diving without the necessary time for recovery),
  - who might pose a threat to the security of the flight or
  - who is pregnant more than 36 weeks, resp. 32 weeks;
  - who are suspected or guilty of violating or trying to violate aviation, frontier police or customs regulations;
- Baggage, luggage and freight, posing a security threat and thus threatening the flight.

**VII. DELAYED SERVICE, IMPOSSIBILITY OF SERVICE**

The Carrier reserves the right to terminate the Charter Contract if the confirmed flight cannot be performed as a consequence of the withdrawal or late approval of the necessary governmental authorisations or due to other extraordinary circumstances which could not have been avoided even if all reasonable measures have been taken. Under such event(s), the Carrier shall be relieved of any obligation and liabilities.

**VIII. CANCELATION FEE & TERMINATION**

If the confirmed flight is cancelled by the Client by written notice, a Cancellation fee shall be levied as follows:

Notice period	Percentage of Price Quotation
More than 72 hours prior to STD	10%
72 – 48 hours prior to STD	25%
48 – 24 hours prior to STD	50%
Less than 24 hours prior to STD	100%

\*STD = Scheduled Time of Departure

In the event of non-performance or delay of the flight caused by extraordinary circumstances which could not have been avoided even if all reasonable measures have been taken (e.g. force majeure, political instability, meteorological conditions incompatible with the operation of the flight concerned, security risks, unexpected flight safety shortcoming, technical problems, and strikes that affect the operation), the Carrier shall use all reasonable measures to perform or continue a flight but otherwise shall have no liability whatsoever.