

I. AREA OF APPLICATION

1. These General Terms and Conditions for Charter Flights (“**GTC**”) of **ABS Jets, a.s.**, the company duly incorporated and validly existing under the law of the Czech Republic, with its registered seat at K Letisti 549 - Hangar C, Prague 6 Ruzyne, 161 00, Czech Republic, Identification Number 271 63 628, registered in the Company Register maintained by the Municipal Court Praha, section B 9421 (“**ABS Jets**” or the “**Carrier**”) are applied, unless otherwise agreed in writing, to all charter flights or portion of flights services operated by ABS Jets and/or to all ancillary services, irrespective of the particular contractual document (a Charter Flight Agreement or other contractual document) by which the GTC were incorporated.
2. ABS Jets shall be entitled to unilaterally change or modify the GTC from time to time.
3. These GTC shall be an integral part of the Charter Flight Agreement or other contractual document concluded with the Client and by signing it the Client agrees with the GTC as well. In the event of any discrepancy between the terms of the Charter Flight Agreement or other contractual document concluded with the Client and this GTC, provision in the Charter Flight Agreement or other contractual document concluded with the Client shall prevail.
4. The actual valid version of the GTC shall be available at the Carrier website or in writing upon Client’s request from Sales ABS Jets employees.

II. DEFINITIONS

In these General Terms and Conditions for Charter Flights, the following expressions shall have the following meanings:

1. “**Aircraft**” shall mean an aircraft performing the flight operated by the Carrier;
2. “**AOG**” shall mean the Aircraft on the Ground due to a technical defect preventing the Aircraft from flying;
3. “**Baggage**” shall mean luggage, cargo, freight and other personal property of a Passenger as appropriate for wear or use in connection with the Flight, includes both cabin/hand Baggage and Baggage loaded into the Aircraft’s cargo hold;
4. “**Carrier**” shall mean **ABS Jets, a.s.**, the company established under the law of Czech Republic, the business jets operator of the Aircraft holding the valid certificate for commercial air transportation (CAT);
5. “**Carrier Website**” shall mean www.absjets.com;
6. “**Client**” shall mean the legal or individual entity booking the Flight(s) either for his/her own account as Passenger, or for the account of third Passenger(s), subsequently entering with the Carrier into particular contractual relationship (the Charter Flight Agreement or other contractual document);
7. “**Captain**” shall mean the commander of the flight/pilot in command (PIC);
8. “**Flight**” shall mean a flight or series of flights operated by the Carrier, to be performed from the point of departure to the destination, as described in the Offer and the Charter Flight Agreement;
9. “**GTC**” shall mean this General Terms and Conditions for Charter Flights;
10. “**Charter Price**” shall mean the price payable by the Client related to the charter flight provided by the Carrier and/or to ancillary services provided either by ABS Jets or by the subcontractors or by the third parties as specified in the Charter Flight Agreement or other contractual document and in the related invoice(s);
11. “**NO SHOW**” shall mean the Passenger who did not show up in time for the aircraft’s departure;
12. “**Passenger**” shall mean any person traveling on board of the Aircraft authorised by the Client to utilize the flight services, except members of the crew of the Carrier;

13. **“PNR Data”** shall mean the Passenger name record (PNR) data, including the Client’s name (as person providing the information and/or making the booking) and the Passengers’ names, genders, addresses, dates and places of birth, passport details (nationality, number and date of expiry), contact phone numbers, the date of reservation, the travel itinerary, information concerning Baggage and any changes to the foregoing;
14. **“PRM”** shall mean the person/Passenger with reduced mobility;
15. **“SDR”** shall mean a currency called Special Drawing Right as defined by the International Monetary Fund.

III. PRINCIPLE OF CHARTER FLIGHTS

1. The Carrier shall operate a domestic and/or international business jets flight(s) under the Client’s requirements.
2. The Carrier shall be liable and responsible for the operation of the Aircraft.
3. The Carrier may refuse carriage or onward carriage, or may cancel the reservation of any Passenger when:
 - a. such action is necessary for reasons of safety;
 - b. such action is necessary to prevent violation of any applicable laws, regulations, orders, demands or travel requirements (in particular, those of any country to be flown from, into or over); or
 - c. the conduct, age or mental or physical state of the Passenger is such as to
 - require special assistance from the Carrier which the Carrier is unable to provide;
 - cause discomfort or make himself objectionable to other Passengers; or
 - involve any hazard or risk to himself or to other persons or to property.
4. All Flight(s) are subject to airport slots, take-off, overflight, landing and parking permissions.
5. The Captain of the Aircraft:
 - a. shall be in complete charge and control of the Aircraft at all times and shall have absolute discretion as to all matters relating to the operation of the Aircraft. In particular, if, in the Captain’s sole judgment, safety of flight may be jeopardized, then the Captain may terminate or cancel a Flight;
 - b. shall have complete and absolute discretion regarding the conduct of the flight and the load carried. This includes, but is not limited to, decisions on whether the flight shall be undertaken, abandoned, rerouted from the proposed route, or where landing shall occur, as well as all other matters relating to the operation of the Aircraft;
 - c. shall be at all times entitled to take all necessary measures for health and safety reasons, incl. determining Passenger seating and managing Baggage loading, allocation and unloading;
 - d. shall have the authority to make decisions regarding Passengers eligibility, considering factors such as behaviour, which animals may or may not travel, documentation compliance, pre-flight health checks (e.g., temperature screenings), and their overall health, physical or mental condition.
6. All persons carried on board shall comply with all lawful commands issued by the Captain for the purpose of ensuring the safety of the Aircraft and/or all persons and/or property carried therein.
7. The Client and all Passengers must accept all the Captain’s decisions as final and binding.

IV. CLIENT'S AND PASSENGER'S OBLIGATIONS

1. The Client and/or Passenger shall be solely responsible for complying with all laws, regulations and travel requirements of countries to be flown from, into or over (including immigration and customs regulations), as well with the Carrier's instructions.
2. The Client and/or Passenger shall be solely responsible for obtaining, and presenting the necessary valid travel documents, visas, doctor's certificates, vaccination certificates and other documentation required for themselves, their Baggage, and any children or animals travelling with them.
3. The Carrier shall bear NO liability for any consequences resulting from the Client and/or Passenger's failure to comply with such laws, regulations, or travel requirements. The Carrier shall be entitled, without any liability for loss, injury, damage or delay, to refuse carriage (i) if the entry or exit requirements for the country of departure or destination are not met, (ii) if the required documents or certificates are not presented or appear to be incomplete, invalid, or incorrect.
4. The Client and/or Passenger shall be obliged to indemnify the Carrier against any fines, sanctions, or direct or indirect damages incurred by the Carrier as a result of the Client and/or Passenger's failing to comply with any of the requirements set out above.
5. In the event that the Passenger shall be refused entry at any destination airport, the Client shall indemnify and hold harmless the Carrier, its officers, employees, and agents against any and all costs or expenses whatsoever incurred by the Carrier in connection therewith (including, but not limited to, charges, fees, penalties, imposts, or other expenses levied upon the Carrier), or in respect of any arrangements made by the Carrier to return such Passenger to the country from which they were originally carried.
6. If required, the Passengers shall attend inspection of their Baggage by customs or other government officials. The Carrier shall not be liable to the Client and/or Passenger for any damage suffered by them in connection with such inspection or the Passengers' failure to attend such inspection.
7. The Passengers are obliged to arrive at the departure meeting point sufficiently in advance; such information is provided to the Client in the Flight Brief.
8. In the event:
 - a. of late arrival of the Passenger at the departure meeting point, and if such delay causes a delay of the Flight, the Client and/or Passenger shall be obliged to pay compensation for any extra costs, losses, and damages incurred.
 - b. the Passenger fails to arrive at the departure meeting point sufficiently in time, resulting in the Carrier being unable to provide the agreed Flight, the Carrier is entitled to withdraw from or cancel the Charter Flight Agreement or any other contractual document related to the affected Flight, with NO liability whatsoever to the Client and/or such Passenger. In such case, the Client is obliged to pay the Charter Price and any applicable Cancellation Fee.
9. If the Carrier, at its absolute discretion, arranges for the Client to be carried on an alternative Flight or routing, the Client shall, upon the Carrier's request, pay an additional amount as specified by the Carrier to cover any extra costs, fees and charges.
10. In case that scheduled Flight is operated only partly, due to reasons caused by the Client and/or Passenger, the Client is obliged to pay the Price in full, if not agreed in writing otherwise.
11. In case the Client shall require to modify, alter, amend or update already agreed Flight, then a mutual writing amendment on updated Price and technical possibility to comply with such request shall be concluded between the Carrier and the Client.
12. The Passenger shall be obliged to behave and to act during the Flight in such a way that no damage to the property of the Carrier or third parties occurs.
13. The Passengers shall **NOT SMOKE** onboard the Aircraft, nor use any electronic cigarettes or cigars, unless expressly permitted in the Charter Flight Confirmation and/or the Flight Brief.

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

V. CHARTER FLIGHT PROCESS

1. The Client shall send the request for the Flight to the Carrier (hereinafter the “**Request**”) via:
 - email: sales@absjets.com or
 - web contact form at <https://www.absjets.com/services-54/jet-charter-100>
 - phone +420 602 136 230
2. The Request shall include:
 - a. Scope and description of the requested services, for example:
 - Departure and arrival destinations,
 - Departure/arrival date and time,
 - Expected number of Passengers and Baggage, incl. weight specification,
 - Passengers´ names, surnames, date of birth and nationalities,
 - Notice regarding the transport of PRM/ Passengers with reduced mobility or other health limitations, incl. Any immediate assistance required, as well as notice of pregnant Passengers, children, animals,
 - Other specific requirements – e.g. special equipment (ski, snowboard, bike, etc.),
 - Expected size and number of baggage (if known),
 - b. The Client´s contact details, including invoicing details.
3. In response to the Request, the Carrier shall send the Client its offer(s) (hereinafter the “**Offer**”) for the requested services via e-mail to the contact details specified in the Request.
4. The submitted Offer shall contain at least one Aircraft available for the requested flight, incl. an aircraft type description, illustrative photos (if available), price of the flight, whether fuel stop might be needed and associated costs, in advance known flight limitations, the conditions that are subject to –e.g. Aircraft availability, airport slots and capacity, etc.
5. Any new Offer shall supersede any previous Offer.
6. If the Client unconditionally accepts all conditions, including the price specified in the submitted Offer, a binding order for charter flight is created (hereinafter the “**Confirmed Order**”). Acceptance shall be made electronically by e-mail or by phone, but always followed by subsequent confirmation by e-mail to: sales@absjets.com.
7. However if the Client raises any amendment, reservation, restriction or other changes against to the Offer, no Order is created.
8. In the event that the Confirmed Order exists, the Carrier shall subsequently send the Client the written Charter Flight Agreement for his/her signature via e-mail, an integral part of which is the valid GTC.
9. The Charter Flight Agreement shall summarize:
 - a. the Flight routing, incl. Flight schedule,
 - b. price of the Flight,
 - c. payment conditions,
 - d. important information and limitations relating to the Flight, incl. number of passenger(s), transport of pregnant person, living animal, danger goods, etc. cancellation conditions,
 - e. possibly other conditions accepted by the Client in the confirmed Order.

10. By the Client's signature of the Charter Flight Agreement, the binding relationship between the Carrier and the Client is created. However, the Charter Flight Agreement may be subject to the subsequent availability of the Aircraft and crew, permissions, slots, parking, weather conditions and traffic rights, where necessary. Therefore the Carrier is entitled to change unilaterally the flight program and notify the Client.
11. The departure and arrival times indicated in the Charter Flight Agreement and/or the Flight Briefing may not be changed unilaterally by the Client and/or the Passengers, without the Carrier's prior written consent. In such case the Client shall pay to the Carrier any additional costs incurred as a result of such change agreed by the Carrier.
12. At least 24 hours before the date of departure, the **Flight Brief** containing all detailed specification of the Flight schedule, incl. Aircraft type, Aircraft reg. mark as well as a summary of all additional services, information and limitations relating to the Flight, shall be sent electronically by e-mail to the Client.
13. All information regarding the Flight(s) which is provided in the Charter Flight Agreement and/or the Flight Brief may be changed at any time by the Carrier. In particular:
 - a. the Carrier may change an handling agent indicated in the Charter Flight Agreement and/or the Flight Brief;
 - b. the departure and arrival times may be modified by the Carrier, in particular because of airport slots, take-off, overflight, landing and parking permissions;
 - c. the flight time is given for information only and may change in particular because of weather conditions and air traffic control orders;
 - d. the routing may be adapted by the Carrier in particular because of weather conditions or other operating reasons, and may include a diversion or a stop.
14. **Time is of the essence of charter flight service**. Therefore:
 - a. any and all clarifications, additions or modifications and all other correspondence between the Carrier and the Client shall be made electronically by e-mail or by phone, but always followed by subsequent confirmation by e-mail to: sales@absjets.com.
 - b. the Client's signature on the Charter Flight Agreement or other contractual document do not have to be officially verified and shall be sent only electronically by e-mail;
 - c. the full Charter Price and other charges, fees and prices for additional services, that are known on the date of Charter Flight Agreement signature, shall be set up in the invoice issued by the Carrier. This invoiced Charter Price must be paid by the Client to the Carrier's account in due time and properly. **Until invoiced sum is received and shown on the Carrier account, the Aircraft is not booked and its availability may change.**

VI. PRICE, PAYMENT CONDITIONS

1. The Charter Price related to the Flight schedule shall be specified in the Charter Flight Agreement or in the Confirmed Order.
2. Unless agreed otherwise, Charter Price for the Flight includes in particular an aircraft rental, fuel, crew, basic ground handling fee, take off and landing fees, basic cold catering. This invoiced Charter Price must be paid by the Client to the Carrier's account in due time and properly, **at least 24 hours before the date of departure, if not agreed otherwise.**
3. The Charter Price does not include any additional services (the „**Additional services**“), including but not limited to: special catering requests, baggage screening charges, security charges, custom duties, de-icing, special license fees, special clearance fees, royalties, passengers ground transportation, fees over the basic ground handling fee due to operations outside of the official airport hours or resulting from the Client's or Passenger's special request or change of the schedule-unless specifically included in the Charter Flight Agreement or other contractual document, onboard satellite telephone and internet connection costs, hangarage, car parking, car rental, accommodation, additional cabin service, VIP lounge, and/or any

passenger taxes, luxury taxes, etc. and any other additional service costs arising in connection with the Flight.

4. Additional services provided by the third parties shall be re-invoiced by the Carrier to the Client. separately with 10% disbursement fee.
5. The Charter Price and all charges, fees and costs for Additional services shall be invoiced to the Client by invoices or shall be paid by the Client by a credit card.
6. However, in the case of last minute bookings made less than two (2) working days prior to departure, payment by the credit card to the Carrier shall be required. ABS Jets reserves the right to place a hold on the credit card under such circumstances. All transaction fees shall be paid by the Client.
7. All invoices issued by the Carrier, incl. proforma invoices, shall be sent electronically by e-mail to an invoicing address given by the Client.
8. All invoices issued by the Carrier shall comply with the applicable Czech accounting and tax regulations.
9. The Client must pay the invoices within the agreed maturity period to the Carrier account.
10. The Client shall pay the Charter Price and all charges, fees and costs for Additional services at the currency set up in the issued invoice without any set-off, deduction or counterclaim. Different currencies shall be converted into EURO or CZK based on the exchange rate of the date of issue of the invoice.
11. The Charter Price and all other charges, fees and cost arising in connection with the Flight, are exclusive of any VAT/ value added taxes, which shall be paid - if applicable - by the Client.
12. All banking charges arising from and related to the transfer of money shall be borne by the Client.
13. If the Client fails to pay the invoiced price properly and in due time, the Carrier reserves the right:
 - a. to apply a contractual late payment interest in the amount of 0,1% of the due amount for each day of delay, and/or
 - b. to decline the provision of services until the payment of the Charter Price is credited on his account, and/or
 - c. to withdraw from the Charter Flight Agreement unilaterally, and/or
 - d. without prejudice to any other rights or remedies, to cancel the Flight. Applicable Cancellation Fees imposed by the Carrier shall be fully claimed from the Client and the Client is obliged to pay it. Any further claims, including but not limited to any claims for damages, arising from breach of the Client's obligation, are not affected.

VII. LIABILITY

1. 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
 - Regulation (EC) No 2027/97, as amended by Regulation (EC) No 889/2002, as further amended or supplemented from time to time, which may limit the liability of air carriers in respect of death or injury and for destruction or loss of, or damage to, baggage, and for delay;

- Regulation (EC) No 261/2004, as further amended or supplemented from time to time, which governs the rights of air passengers in cases of denied boarding, flight cancellation, or significant delay. It establishes entitlements to compensation, care, and assistance from the air carrier.
 - and other relevant EU legislation,
 - the Czech law, if applicable.
2. **Limits of liability:** Where the Montreal Convention or the Regulation (EC) No 2027/97, as amended by Regulation (EC) No 889/2002, applies, the Carrier's liability shall be governed by the limits set out in those instruments, as amended from time to time.
 - a. There are no financial limits in respect of death or bodily injury, subject to the defences available to the Carrier under the applicable law;
 - b. In respect of destruction, loss, damage, or delay of Baggage, the applicable liability limits shall be those established under the Montreal Convention;
 - c. In respect of damage occasioned by delay to the journey, the applicable liability limits shall be those established under the Montreal Convention.
 3. 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 wilfully caused damage resulting in the death, wounding, or other bodily injury of the Passenger.
 4. The Carrier shall be released from its obligation to compensate damages if it proves that the damages could not have been averted despite making all reasonable efforts it could have been requested to make; this includes Force Majeure events.
 5. The Client must notify the Carrier without undue delay of any event that may give rise to liability of the Carrier.
 6. The Carrier shall not be liable for damages resulted from:
 - a. incorrect, untrue or incomplete information provided by the Client;
 - b. failure of the Client to provide requested cooperation or to comply with the Carrier's instructions or advice;
 - c. risks notified to the Client beforehand.

VIII. CARRIAGE OF PASSENGERS WITH REDUCED MOBILITY

1. The Client is obliged:
 - a. to identify „fit to fly“ status of all Passengers meaning that each Passenger is able to board and disembark the Aircraft unassisted and that no special assistance shall be required during the Flight;
 - b. to notify the Carrier of any Passenger(s) with reduced mobility or other health limitations as well as any requirements necessary to assist them, already at the time of submitting the Request, if such information is known. If such a requirement for carriage arises later, the Client shall notify the Carrier immediately, without delay. However, if the Carrier is no longer able, for operational or scheduling reasons, to provide carriage for such Passenger, the Carrier reserves the right to refuse the Flight.
2. Late notification or failure to declare such information may result in the refusal to carry such Passenger. If such refusal causes a delay or cancellation of the Flight or any part thereof, such delay or cancellation shall be considered as delay or cancellation caused by the Client and/or Passenger. In such case, the Client and/or Passenger shall be obliged to pay the applicable Cancellation Fees and compensate the Carrier for any losses and damages incurred.

IX. CARRIAGE OF PREGNANT PASSENGER

1. The Client is obliged to notify the Carrier of any pregnant Passenger with a **high risk pregnancy** or a pregnancy **beyond the 28th week** at the time of submitting the Request, if such information is known. If such a requirement for carriage arises later, the Client shall notify the Carrier immediately, without delay.
2. Late notification or failure to declare such information may result in the refusal to carry such Passenger. If such refusal causes a delay or cancellation of the Flight or any part thereof, such delay or cancellation shall be considered as delay or cancellation caused by the Client and/or Passenger. In such case, the Client and/or Passenger shall be obliged to pay the applicable Cancellation Fees and compensate the Carrier for any losses and damages incurred.
3. Owing to the risk of potential health damage, taking into consideration IATA Medical Manual, the Carrier shall carry:
 - a. **A single pregnant passenger, without any complications, beyond the 28th week** only with a medical clearance statement, and after the **36th week** only with a medical assistance on a board.
 - b. **A multiple pregnant passenger, without any complications, beyond the 28th week** only with a medical clearance statement, and after the **32th week** only with a medical assistance on a board.
4. A pregnant Passenger with any complication should seriously consider herself an air transportation.
5. Should a 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 or loss of, or damage to a property. The Carrier excludes its liability and responsibility for any damages.

X. CARRIAGE BAGGAGE, LUGGAGE & FREIGHT

1. The Passenger shall consult with the Carrier's Sales department in advance regarding the number, weight, and size of his/her Baggage, as these may be limited for safety reasons and vary depending on the Aircraft type.
2. The number of pieces of Baggage is limited according to the Aircraft type. Unless otherwise agreed in writing, each Passenger shall be allowed **15 kg** of checked Baggage and **6 kg** of cabin/hand luggage (standard size 66x45x29 cm).
3. The Passenger shall ensure that any Baggage to be transported are sufficiently and properly packed for carriage.
4. The Passenger shall be obliged to notify the Carrier of all excess and special Baggage, stating the dimensions and weight of the items such as, but not limited to, sports equipment, a pushchair/buggy, or a child's car seat. The carriage of excess and special Baggage shall be determined based on the available hold capacity and applicable security regulations for each Flight, at the sole discretion of the Carrier and/or the Captain.
5. The Carrier reserves the right to accept only a limited quantity of excess or special Baggage, or to refuse its carriage entirely.
6. The Captain of the Aircraft shall have final ultimate authority to decide what Baggage shall be loaded and how it shall be distributed.
7. The Carrier shall be responsible exclusively for Baggage loaded into the Aircraft cargo hold. The Passenger shall be solely responsible for cabin/hand luggage, personal belongings carried in the cabin, including but not limited to clothing, mobile phones, and other electronic devices.

XI. CARRIAGE OF ANIMALS

1. The carriage of animals is subject to the prior written consent of the Carrier therefore the Client or Passenger shall consult with the Carrier's Sales department on the conditions of carriage of animals.
2. The Passenger shall be solely responsible for the fulfilment of all vaccination and veterinary requirements, as well as for all documents required by the authorities at the destination.

XII. DANGEROUS GOODS & PROHIBITED ARTICLES

1. The Passengers shall comply with the Carrier's regulations regarding Dangerous Goods and Prohibited Articles – see attached page.
2. Dangerous Goods (DG) must be declared by the Passenger, approved in advance by the Carrier and then packed and marked correctly in accordance with the IATA Dangerous Goods regulations and with relevant laws, rules and instruction of the Carrier and the Captain of the Aircraft. 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.
3. 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:
 - a. Lead-acid batteries and Lithium-ion batteries
 - b. Drugs
 - c. Weapons (blunt, pointed, edged, explosive, and/or sporting)
 - d. Munitions;
 - e. Articles which, judging by their outward appearance or makings, appear to be weapons or munitions,
 - f. Sharp objects
 - g. Disabling devices (e.g. mace, pepper spray, electro shock weapons)
 - h. Gases (compressed gases or items that contain gases such as insulated packaging)
 - i. Paints, Chemicals or Oxidizing substances (bleach)
 - j. Flammable and Corrosive materials
 - k. Toxic and Infectious substances
 - l. Radioactive or Magnetic materials
 - m. Mobility Aids containing batteries
 - n. Camping stoves, fuel containers, avalanche rescue backpack
 - o. Engines and Engine powered equipment (e.g. smart luggage, generators, scooters, jet surfboards)
 - p. Unusually heavy or large items
 - q. Precious metals, gems etc.
4. Pictograms of Dangerous and Prohibited Items are attached in Appendix to this GTC.
5. All batteries must be removable and carried in cabin Baggage.
6. Special attention shall be paid to transportation of electronic cigarettes and electronic cigars inside the Baggage since their uncontrolled activation can cause a fire.
7. **Electronic equipment.** The use of portable electronic device ("**PED**") cellular mobile communication functions (voice and data) must be turned off the entire flight. PEDs with airplane mode function may use Wi-Fi and Bluetooth function where airplane mode is activated. The use of other electronic devices is permitted only with the consent of the Captain of the Aircraft.

8. PEDs placed in Baggage must be (a) completely switched off and effectively protected from accidental activation, including the disabling of any application, alarm, or pre-set configurations that may activate the device, and (b) protected from damage by applying suitable packaging or casing or by being placed in a rigid bag protected by adequate cushioning (e.g., clothing). PEDs shall not be carried in the same Baggage together with flammable material (e.g. perfumes, aerosols, etc.).
9. Medicines and medical appliances, toiletries, smoking utensils (except petrol cigarette lighters) or alcoholic drinks may be carried where such items are carried only in small quantities and for permitted personal use.
10. The Carrier may require any Passenger to submit to a search of his person and Baggage, and may search the Passenger's Baggage in his absence if he is unavailable to provide consent, for the purpose of determining whether it contains any items prohibited under this Article or the Carrier's Dangerous Goods and Prohibited Articles regulations. A Passenger who refuses to comply may be denied carriage, and in such case the Carrier shall bear no liability to the Passenger or the Client.
11. The Carrier and/or the Captain of the Aircraft may, at its sole and final discretion, and without liability of any kind, refuse to carry any item it deems dangerous and/or illegal and/or not properly and securely packed.

XIII. CATERING

1. In case any Passenger wishes a specific catering from a company which is not an authorized handling agent for the Aircraft, the Carrier shall not bear any liability regarding the proposed nutrition and the effects it might have on the health and well-being of the Passenger.

XIV. OPERATIONAL IRREGULARITIES AND AIRCRAFT SUBSTITUTION

1. In the event of an AOG (Aircraft on Ground) situation, or if the aircraft specified in the signed Charter Flight Agreement or any other contractual document becomes unavailable or unairworthy to operate the full scheduled flight or any part thereof, the Carrier shall immediately notify the Client of such event. In such case, the Carrier shall be entitled to unilaterally substitute the aircraft with another aircraft of the same category, provided it is airworthy and available to operate the scheduled flight.
2. If such aircraft is not available in the Carrier's fleet, the Sales Department of ABS Jets shall be entitled to offer the Client a substitute aircraft from another carrier. If the Client unconditionally accepts the new offer, a new binding contractual relationship shall be established between the Client and the respective carrier, and the Flight shall be performed in accordance with the conditions of brokerage carriage and under the General Terms and Conditions of the new operating carrier.

XV. DELAYED SERVICE, IMPOSSIBILITY OF SERVICE

1. The Carrier reserves the right to terminate the Charter Flight Agreement if the confirmed flight cannot be performed due to the withdrawal or late approval of the necessary governmental authorisations, or as a result of other extraordinary circumstances that could not have been avoided even if all reasonable measures had been taken. In such event, the Carrier shall be released from any obligations and liabilities.

XVI. CANCELATION FEES & TERMINATION

1. The Client is entitled to cancel the Flight unilaterally without specifying any reason.
2. In such case the Client is obliged to pay the Cancellation Fee specified below, unless otherwise agreed in the Charter Flight Agreement.
3. The Client is also entitled to cancel one or more Flight segments, in such event the Client is obliged to pay the proportional part of Cancellation Fees.
4. CANCELATION FEES:

Notice period	Percentage of Price Quotation
After booking	30%
7 days – 48 hours to departure	50%
48 – 24 hours prior to departure	70%
Less than 24 hours prior to departure or NO SHOW	100%

Flights identified as “Empty Legs” are subject to a 100% Cancellation Fee.

XVII. SECURITY CHECK

1. All passengers, crewmembers and their Baggage shall undergo the security screening process prior to departure.
2. At the airports, where such procedure is allowed, the Passengers 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.

XVIII. REFUSAL OF CARRIAGE

1. The Carrier reserves the right to refuse carriage to any Passenger, Baggage, luggage or freight, incl. Prohibited & Dangerous Goods, especially if Baggage, luggage and freight, posing a security threat and thus threatening the flight and/or Passengers:
 - a. suffering from an infectious disease, or
 - b. whose health/life may be at risk (e.g. sporting activity incl. deep sea diving without the necessary time for recovery), or
 - c. who might pose a threat to the security of the flight, or
 - d. who is pregnant more than 36 weeks, resp. 32 weeks;
 - e. who is suspected or guilty of violating or trying to violate aviation, frontier police or customs regulations.

XIX. GDPR

1. During the course of providing air charter services ABS Jets shall process personal data about the Client and/or the Passengers.
2. ABS Jets is obliged to ensure that such personal data is collected, held and processed in compliance with any and all applicable data privacy laws, in particular Act No. 110/2019 Coll., as amended, which specifies the implementation of Regulation (EU) GDPR No. 216/679 and incorporates the relevant regulations of the European Union.

XX. GOVERNING LAW AND ARBITRATION

1. The rights and obligations arising from the charter carriage provided by ABS Jets or in connection therewith are governed by the laws of the Czech Republic, in particular by Act No. 89/2012 Coll., the Civil Code, as amended.
2. In addition to the statutory provisions excluded by a deviating clause in these GTC or any other party agreement, the following provisions of Act No. 89/2012 Coll., the Civil Code, as amended, do not apply: Section 557 (interpretation contra proferentem), Section 1740(3) (modified acceptance), Section 1765(1) and Section 1766 (hardship clause), Sections 1799 and 1800 (adhesion contracts), and Section 2612 (excess of estimate price).
3. All disputes and ambiguities shall be resolved primarily by an amicable settlement. In the event that an amicable settlement cannot be reached, all disputes arising from or in connection with the contractual relationship shall be finally decided by the Arbitration Court attached to the Economic Chamber of the Czech Republic and the Agricultural Chamber of the Czech Republic, in accordance with its Rules, by a panel of three by three (3) arbitrators.

Appendix: DANGEROUS AND PROHIBITED ITEMS

STOP

Dangerous and prohibited items in checked and carry-on baggage are not allowed for safety reasons. For more information, please contact us.

Allowed only in carry-on baggage and passenger cabin:

Spare batteries / Power banks



Electronic cigarettes



Items producing heat



Allowed only on the passenger's body:

- 1 small lighter or 1 box of matches

Prohibited in both checked and carry-on baggage:

Explosives



Oxygen cylinders



Stunning devices (e.g., tasers)



Oxidizing / Corrosive substances



Camping gas



Gasoline / Fuel paste



Poison / Household chemicals



Paints / Alcohol over 70%



Battery-powered vehicles



Radioactive material



Prohibited in carry-on baggage:

Sharp / pointed objects



Blunt objects



Tools



Powders over 350 ml
(flights to the USA)



Firearms / Ammunition

