

## General Charter Sales Terms and Conditions

of ACM AIR CHARTER Luftfahrtgesellschaft mbH  
Baden-Airport - Montreal Ave. D 415  
77836 Rheinmünster / Germany  
Email: operations@acm-air-charter.de

hereafter called ACM

### 1. Conclusion of contract

Bookings and any notice required to be given under a Charter Agreement shall be in writing and shall be deemed duly given if left at or sent by post, facsimile message or email to the address herein stated of the party to whom it is to be given.

After a booking has been made, ACM will send a written confirmation to the customer. The customer shall countersign this confirmation personally, via e-mail or fax at the latest 24 hours after the booking is confirmed by ACM to confirm the acceptance of the offer, otherwise the booking will be cancelled.

### 2. Scope of contract

The subject of the contractual agreement is the transport of passengers and/or goods from the agreed departure point to the agreed destination point as stated in the charter contract.

ACM reserves the right to utilize any empty capacity of the aircraft, including any empty time slots before, during and after the period in which the aircraft is available to the charterer.

### 3. ACM Services includes the following

Aircraft, crew (incl. crew meals, allowances, accommodation, transfers), fuel, maintenance, air navigation, airport charges (at normal opening hours), ACM in-flight catering, passenger and cargo insurances and taxes.

### 4. ACM Services excludes the following

De-icing of aircraft, special catering requests such as caviar, special wines or spirits or special quantities of menus. Limousine services and use of satellite phone, passenger tax of airports and/or countries as well as use of airport VIP halls will be invoiced separately at cost and reimbursed to ACM if not mentioned as included service on the flight confirmation.

### 5. Payment

Unless other arrangements have been explicitly made with the charterer, the agreed price has to be paid in full prior to commencement of the flight at the latest. If the payment is not received within the agreed time, ACM has the right to cancel the contract with immediate effect. In this case the charterer has to pay cancellation fees as described under point 6.

Payment via credit card is possible. The following credit cards are accepted and the mentioned fees apply:

(Fees refer to the total amount)

American Express:	4%
VISA / VISA Electron	2%
Mastercard	2%

Special requested services organized by ACM after conclusion of the contract (e. g. additional special VIP-Handling, special catering requests, insurance surcharges, onboard telecommunication via Satcom, etc.) and/or de-icing costs will be invoiced separately and have to be paid in full within ten days of receipt.

### 6. Cancellation

Should the charterer of an aircraft withdraw from the charter contract, the following cancellation fees will be charged:

with the booking

= > 5% of the total amount

13-9 days before departure

= > 15% of the total amount

8-6 days before departure

= > 20% of the total amount

5-2 days before departure

= > 40% of the total amount

Thereafter 80% of the total amount

Direct operating costs which may not arise in case of cancellation are already part of the calculation of cancellation fees.

### 7. Delays

If the time for which the aircraft is available to the charterer under the terms of the contract is exceeded because passengers, baggage or freight are not ready to be taken on board in due time, because travel documents or other documents required for transport are missing or because of other actions or omissions on the part of the charterer, his employees, representatives or passengers, the charterer shall owe ACM demurrage in accordance with the scale of fees of the relevant airport and the costs of additional ground and air time.



#### **8. Fulfilment of the contract**

Due to failure of the aircraft for technical or operational reasons or as a result of force majeure ACM is entitled to cancel or to revise the charter agreement.

ACM has also the right to utilise the services of third parties to perform its obligations. Should ACM cancel the charter agreement after commencement of the flight, the charterer shall owe the agreed charter price reduced in proportion to the ratio between the total number of flying hours including positioning and repositioning flight hours and the number of hours actually flown.

The customer has the right to make changes to the booking. In terms of routings and timings, changes are subject to availability and need to be reconfirmed by ACM. ACM reserves the right to refuse a change or to charge the customer the additional costs emerging due to the change.

#### **9. Unserviceability of the aircraft**

ACM reserves the right to at any time postpone or redirect the flight or provide the charterer with another similar aircraft at the same cost, in the event that the flight can not be performed with the booked aircraft due to weather conditions, operational restrictions, technical reasons, detention or similar measures, accidents with aircraft, or other force majeure of any nature,

In the event that the above happens before the first leg of the flight started and no suitable solution can be found, ACM reserves the right to cancel the flight order.

In the event that the above happens en-route, any costs arising from such changes or delays will be invoiced separately at cost and shall become payable by the charterer, excluding the cost of repairing the aircraft, but including the cost of arranging an alternative aircraft including any positioning flights.

ACM shall not be liable for any damages to the charterer or the passengers arising from any such delay.

#### **10. Crew duties & Authority of the captain**

Crew duty time is restricted by applicable crew duty limitation regulations. Should there be circumstances that necessitate a change in the flight schedule or routing as a result of a request by the charterer, which results in performance of the revised flight services exceeding the limits of crew duty time, the costs of any additional crew will be invoiced to charterer separately.

The captain of the aircraft is entitled to take all necessary safety precautions at any time. To that

extent he has full authority to make decisions on changes to the offered payload and seating capacity in respect of safety reasons. Similarly, the captain shall make all necessary decisions as to whether and in what way the flight takes place, whether diversions are made from the planned route, and where the aircraft is landed. The captain has the right to reject passengers who were not booked in advance. Furthermore, the captain is entitled to prohibit the start of a flight or to divert a flight if unruly conduct of passengers might imply risks with respect to security regulations or affect rights of personality of crew members. In all cases, the charterer will be obliged to pay both the complete flight prices as scheduled and any additional costs caused by the diversion of a flight.

#### **11. Travel documents**

The documents for transportation are issued by ACM. The charterer is to provide ACM with all necessary information and documentation for that purpose. He is responsible for the correctness and completeness of that information and documentation. He is liable for all damages resulting from incorrectness and incompleteness of his information and documentation or from documents issued late or improperly. The charterer is responsible for ensuring that the passengers have all travel documents necessary for entry and exit, such as passports, visas, vaccination certificates etc.

#### **12. Dangerous goods**

It is not allowed to carry articles which are likely to endanger the aircraft or persons or property on board the aircraft. If the passenger is in possession of, or if his baggage includes dangerous goods according to § 27, Abs. 4 LuftVG, especially weapons, explosives or similar objects, he shall present them to the captain for inspection prior to commencement of carriage. The captain then decides on the mode of transportation.

#### **13. Liability**

ACM accepts no liability for the cancellation or delay of flights, provided that ACM is not directly responsible for such incidents by way of gross negligence. This exclusion of liability applies in particular to cases of force majeure, impediments caused by the authorities or other third parties, strikes, hostilities and similar circumstances. ACM shall also not be liable for the actions of third parties such as clearance companies or their agents and for passenger belongings left on the aircraft. The charterer of the aircraft will be liable for any damage to the aircraft or aircraft interior caused by passengers or any other personnel acting on behalf of the charterer.



**14. Applicable regulations**

The performance of the charter service is governed by

- the law of the Federal Republic of Germany and in particular the German Air Traffic Act
- the Warsaw Convention for the Unification of Certain Rules Relating to International Carriage by Air of 1929, including its amendments at Hague in 1955 and Montreal in 1975
- the law and regulations of the European Union

Compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights is settled in accordance with Regulation (EC) No 261/2004 of the European Parliament.

**15. Venue for legal disputes**

Any disputes arising between the parties shall be settled before a competent court in Baden-Baden, Germany.

valid as per July 2015