

Terms and Conditions

Terms and Conditions October 2010

Very important terms and conditions that may affect your journey, its viability, your obligations, various limitations and its cost, please read!!

Our services are provided to you in a flexible and transparent fashion. As our customer you are able to request changes and therefore alter the parameters of the flight(s).

You need to be aware of the implications of your requests and any unilateral actions that you may take. If in any doubt at any time either call the handling agent /booking office or discuss with crew as is necessary.

Many apparently minor changes can have significant effects affecting timings and the cost of the trip. Aircraft are usually carefully scheduled both before and after the flight so any changes in your flight may have significant effects elsewhere.

This service is operated by Diamond-Executive Aviation Limited (A CAA approved organisation operating under an Air Operators License GB2339 with Registered Number 05728943 having its Registered Office at Keepers Cottage, Islebeck, Thirsk, North Yorkshire YO7 3AN.

1. **Cancellations:** where you choose to cancel a booking we will refund you monies paid / owed on the following basis: less than 24 hours notice from intended departure time, no refund; 48 hours-24 hours notice 25% refund of listed ticket price; 5 days-48 hours 50% refund; more than 5 days 75%.

There is a charge of £100 for administration and other costs which is deducted before applying the refund percentage. We offer a 50% discount off the ticketed price for any cancelled booking that was cancelled at less than 24 hours notice that is re-booked and flown within 6 months.

2. **Security and dangerous goods:** Passengers are not allowed to carry in the cabin area any device that could be used or construed to be used as a weapon.

Many items in everyday use are classified as dangerous goods from an aviation perspective; flammable liquids, 'wet' batteries, fireworks, flares, medical treatments and so on. If you are in any doubt about the items in your luggage or on your person please ask a member of DEA's staff for clarification. Sporting weapons can be carried, providing weapons are stored in the luggage bay separate from any ammunition.

3. **Pets may be carried subject to PRIOR approval from DEA and must either be fitted with a harness capable of being fastened to a normal aircraft seat and / or placed in a secure crate capable of restraining them at all times. Any cleaning or restorative work associated with a pet will be charged directly to the passenger responsible for the animal. The aircraft is a noisy environment and it is the passenger's responsibility to ensure that they consider that this environment is acceptable to the animal concerned. The passenger must provide the necessary facilities to facilitate any nourishment or toileting needs.**
4. Your flight will be operated by Diamond-Executive Aviation Limited (hereinafter "Diamond-Executive Aviation"). In respect of any other service, such as hotel accommodation or car hire, your contract is with the supplier of such service(s), whose standard terms and conditions will apply.
5. Any reference to 'us' 'we', 'DEA' shall be deemed to be Diamond-Executive Aviation Ltd.
6. In the event that you are a charterer / charter broker / or other agent acting on behalf of the client you undertake to communicate these details to the end client or take full responsibility for providing an appropriate set of terms and conditions with your client that mirrors these terms and conditions appropriately. You will inform us of the nature of your relationship with the client so that we can address communications and invoicing matters appropriately.
7. 'You' means the person booking the flight, whether that is the person that will ultimately fly on the aircraft and/or the person acting as agent / broker or other representative on behalf of the people or cargo that will be flown. After the flight has started 'you' means the most senior passenger on board the aircraft.

All bookings shall be subject to conditions and potential charges for any booking changes. In all cases where a person makes a booking for himself and/or on behalf of others, such person shall:
8. Be of 18 years of age at the time of booking;
9. Be responsible for ensuring the accuracy of the personal details or any other information supplied in respect of himself and any other Passenger travelling on such booking;

10. Be responsible for notifying us at or prior to the time of booking by calling our booking office of any personal circumstances pertaining to a person included in the booking including, without limitation, whether any such person is not self reliant or is a person with reduced mobility.
11. If you intend to fly, or a member of your party has difficulty in walking 500 metres or more, you should advise us at the time of booking. For more information about 'self reliance' and 'reduced mobility', please call us.
12. Be responsible for notifying us at any time from the time of booking until 48 hours prior to the flight's departure by calling our booking office if any person travelling on the booking has ceased to be self reliant or is a person with reduced mobility or if a person previously reported to be with reduced mobility or as not being self reliant does no longer fall into either category;
13. Be responsible for passing on any information regarding the booking or any changes made in relation thereto, to all Passengers travelling on such booking, including but not limited to information on schedule changes or copies of booking confirmations;
14. Accept the Terms and Conditions on behalf of all Passengers and /or cargo travelling on such booking.
15. Accept on behalf of any person travelling on such booking any refund which may become due from us and we shall refund or otherwise account for such amount to such person, as soon as reasonably practicable, after receiving such refund from the Carrier. We are entitled to rely on the authority of the person making the booking to act on behalf of the other Passengers on such booking.
16. In the event that any subsequent changes require to be made to a booking or in respect to any element thereof, such change shall solely be effected by the person having made the original booking and who is identified as being the "lead Passenger" or "booking agent" on the booking system.

The Terms and Conditions do not affect your statutory rights and we reserve the right to change the booking terms and conditions at any time.

The Terms and Conditions constitute the entire agreement and understanding between us and any Passenger in relation to their subject matter. If you do not agree to these terms you may not use our services.

17. Prices: The prices stated are inclusive of all fixed, non-optional applicable taxes, supplements, fees and charges ("Taxes").

Flights will be assumed to be day returns unless other wise stated. Passengers who want to book a single one way flight should indicate this at booking time.

We reserve the right to increase or decrease fares, at any time, without notice. In the event that a fare decreases after you have made your booking, we are unable to refund any difference between the fare paid and any lower fare, which may subsequently become available.

18. Taxes: When you make your booking, we will tell you of all the Taxes and optional fee and charges (if any), which will apply to your fare at the time of booking. Taxes change constantly and may be imposed or changed after the date on which we have issued a booking confirmation to you. You will have to pay us any increases in such Taxes, and similarly, if any Taxes you have paid to us are reduced or abolished, you will be entitled to claim a refund. Such right shall not apply in respect of any surcharge paid in respect of aviation fuel costs. Certain departure taxes or airport levies, may not be shown on your booking confirmation, and may be levied at certain international airports. You should ensure you have adequate funds for these taxes which are payable locally.
19. Payment: Full payment is required as soon as you confirm your booking. Payment is by credit or debit card or cleared funds. The booking is only confirmed once funds have cleared. **Credit cards and CHAPs payment will incur an extra handling fee at the cost actually incurred.**
20. Booking: A legally binding contract will be formed when we send you the booking confirmation with your booking reference by e-mail, fax or by post (when booking through our We recommend that you take careful note of your booking reference because you will need it to check in and for any queries.

All bookings are non-refundable. Changes may, however, be made to your booking, subject to availability, as well as the conditions and charges stated here.

Please note that we can only check in the persons named in the booking confirmation. We recommend that you reconfirm your flights within 24 hours prior to departure, by calling the booking centre.

Both we and the Carrier reserve the right to refuse carriage to any person who has made a booking in violation of any applicable law or licence or of any contract or regulation made by the Carrier or any applicable tour operator.

21. **We will need passport details, current address and employment details of all passengers to facilitate the use of non customs and immigration airfields, this information is needed 48 hours before departure. Failure to provide this information could lead us to cancel the flight.**

22. **Checking-in:** When checking-in all you need is your booking confirmation or ticket (where one has been issued), as well as valid photo proof of identity. For international journeys you must present your passport or EU national ID; for domestic journeys you may alternatively present a valid citizen card, photographic driving license, photographic student card issued by the educational institution, forces ID card, airport/airline employees security ID pass, police warrant card/badge.

British Citizens must hold a valid 10-year passport. Please note that certain destinations insist on at least 6 months validity from the return date. It is your responsibility to check whether you need a visa to enter your destination country, and that any children travelling with you have appropriate ID.

If you have not received your booking reference, or have lost it, please call our booking office and they will gladly assist you.

23. **Weights:** You will notify us of all the weights of passengers and their intended luggage no later than 48 hours before departure. If the actual weights exceed those stated, the flight may be terminated and you will be liable for all costs incurred by us.

24. We reserve the right to not carry any passenger whose weight or size will impair the access to the aircraft and/or impede the safe operation of the aircraft. As a result of the weight of luggage and passengers the aircraft may need to stop and refuel causing a break and delay in the journey.

25. **Baggage:** unless previously agreed in writing the total weight of all luggage must not exceed 70 kilos and each piece must not weight more than 15 kilos. Each piece must be no larger than 0.75 meters in any dimension and its volume must not exceed 0.2 cubic meters. It is preferable that larger pieces of luggage are of the soft walled type for ease of handling. If in any doubt please call the ticket hotline.

26. The weight of luggage **MUST** be taken into account as part of the collective weights of all passengers and all their luggage.

27. **Ages:** An infant is defined as a child aged less than 24 months on the day of travel. Infants are not carried on Diamond-Executive Aviation flights. Children aged 2 and older must occupy

a passenger seat. Unaccompanied young people between 14 and 16 years old are allowed.

28. **Contacting you:** If you book via email or have opted in other circumstances for us to contact you via e-mail, we will communicate with you using the e-mail address you have provided. For example, to provide your e-confirmation, e-ticket, e-cancellation, etc. We will assume that your e-mail address is correct and that you understand the risks associated with using this form of communication. Please note that you may still have to contact us via our booking office or in writing as required in the Terms and Conditions.

29. **If you do not supply a 24 hour mobile phone number, your flight may not be able meet you on time and / or at the correct location, resulting in delays or even cancellation.**

30. **Flight changes: Aircraft:** We may occasionally have to change the type of aircraft used on a particular flight without advance warning.

31. **Timetable:** We undertake to use our best efforts to carry you and your baggage with reasonable dispatch. Times shown in the timetable and /or agreed via email and elsewhere are not guaranteed and form no part of this contract. Flight timings are subject to change without notice for many reasons almost all beyond the direct management of DEA. We will inform you of any significant changes as soon as we become aware of such change. We assume no responsibility for making onward connections.

32. **The flight crew are subject to strict and inflexible Flight Time Limitations regulations, any variance caused by your lack of punctuality and / or your changes to timings or requested routings may result in the flight crew and possibly you having to incur extra time and costs, such as hotels, meals, late night landing fees, changes of airport etc.**

33. **Enroute changes made by Diamond-Executive Aviation:** Any incremental costs associated with your onward travel arrangements by us having to divert to a different airfield for whatever reason will **NOT** be born by DEA.

34. Flight changes / failure to dispatch an aircraft: We may occasionally have to change the aircraft used on a particular flight without advance warning. Aircraft by their nature are complex devices and due to strict adherence to minimum equipment levels an aircraft may not be able to be dispatched. In such cases a full refund will be offered or you may make a subsequent trip without incurring any additional payments. We assume no liability for costs or inconvenience so incurred. If time permits we will attempt to notify you as soon as we become aware of any such issue.
35. Before flight changes requested by you, within 48 hours of trip: Any significant changes requested by you (date of flight, changes in departure or arrival airfields, significant change in load carried) will be accommodated if possible. A minimum charge of £50 will be levied per re-planning exercise that Diamond-Executive has to undertake to accommodate these changes.
- Such changes may incur substantial extra fees for reasons of flight crew locations, aircraft changes, extra landing or handling fees, these may well not be known until after the event. You will be liable for all such charges.
36. Enroute changes requested by you: If you request a change in destination, timings or any rerouting you will be liable for all the costs incurred in changing the route plus and en route additional charges. Payment for these will be taken on completion of the journey.
37. Routings: There may be a touchdown and/or aircraft change en-route to your final destination. Please check your flight routing information at time of booking.
38. Insurance: Adequate travel insurance cover is strongly recommended.
39. Carrier: Diamond-Executive Aviation is your designated carrier and its Condition of Carriage shall apply to your carriage. In exceptional circumstances your Carrier may change however the Condition of Carriage of Diamond-Executive Aviation shall continue to apply to your journey. If this happens we will inform you as soon as possible and no later than at check-in for your flight (or boarding if it is a connecting flight without check-in).
40. Passports & visas: Please ensure your passport and any necessary visas are valid for your complete trip and that the name on your passport matches the name on your booking confirmation. If you fail to do so, you may not be accepted for a flight, and you will be solely responsible for any cost, loss or damage which you, we or our travel partners incur as a result of your failure to obtain the relevant documentation and inoculations.
41. Depending on your nationality, visas may be required for entry into certain destination countries and it is your responsibility to check whether you require a visa to travel. For up to date advice on immigration and visa requirements please contact the embassy, high commission or consulate of your destination country.
42. This agreement is written under UK law and governed by European statutes where relevant. A degree of common sense and understanding of accepted working practices in the aviation industry is expected when interpreting this agreement.
43. Force Majeure. Aviation travel is a very complicated, highly regulated industry. Things happen that cannot be reasonably foreseen or expected, as a result whilst DEA always uses reasonable endeavours to provide a suitable solution for clients there are combinations of circumstances that can be beyond DEA's resources and capabilities to address. In such cases a refund will be offered appropriate to the circumstances if deemed necessary by DEA. See article 6(1) printed in full.

44. EU NOTICE REQUIREMENT - ARTICLE 6(1) EU CARRIERS

Air Carrier Liability for Passengers and their baggage: This information notice summarises the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention.

Compensation in the case of death or injury: There are no financial limits to the liability for Passenger injury or death. For damages up to 100,000 SDRs (approximately £80,000) the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

Advance payments: If a Passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16,000 SDRs (approximately £13,000).

Passenger delays: In the case of Passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for Passenger delay is limited to 4,150 SDRs (approximately £3,500).

Baggage delays: In case of baggage delays, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1,000 SDRs (approximately £820).

Destruction, loss or damage to baggage: The air carrier is liable for destruction, loss or damage to baggage up to 1000 SDRs (approximately £820). In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked luggage the carrier is liable only if at fault.

Higher limits for baggage: A Passenger can benefit from a higher liability limit by making a special declaration at the latest at the check-in and by paying a supplemental fee.

Complaints on baggage: If the baggage is damaged, delayed, lost or destroyed, the Passenger must write and complain to the air carrier as soon as possible. In case of damage to checked baggage, the Passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the Passenger's disposal.

Liability of contracting and actual carrier: If the air carrier is actually performing the flight is not the same as the contracting carrier, the Passenger has the right to address a complaint or to make a claim for the damages against either. If the name or the code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

Time limit for action: Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date that the aircraft ought to have arrived.

Basis for the information: The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No 2027/97 (as amended by Regulation (EC) No 889/2002 and national legislation of the United Kingdom.

End of document

15.0 AMENDMENTS TO OPERATOR'S STANDARD TERMS & CONDITIONS

15.1 Operator and Victor, acting as agent for applicable Victor Members, agree that in respect of all aircraft charters or seat sales organised through the Victor programme, Operator's Standard Terms and Conditions are amended as follows:

15.1.1 The following recital shall be added:

Diamond (hereinafter "Diamond") has entered into an agreement with Fly Victor Limited (hereinafter "Victor") pursuant to which Diamond, at Victor's request, charters aircraft or sells aircraft seats to members of Victor's programme (hereinafter "Victor Members"). Both Diamond and Victor Members have acknowledged that Victor acts solely as agent for both Victor Members and Diamond in respect of such charters of seat sales and that Victor has no liability whatsoever in respect of the operation of such charter flights."

15.1.2 The following definitions shall be added:

"Victor Member Terms and Conditions" shall mean the terms and conditions as between Victor and Victor Members applying to the charter of aircraft or the purchase of aircraft seats by Victor Members through the Victor Programme;

"Flight Initiator" shall mean a Victor Member who charters an aircraft from Diamond for an itinerary of his/her specification."

15.1.3 Notwithstanding any provisions to the contrary, the following provision shall apply as regards governing law and jurisdiction:

"These Diamond's Standard Terms and Conditions and any non-contractual disputes arising out of or in connection therewith shall be governed and construed in accordance with English law. Diamond and [Charterer] agree that any and all disputes arising out of or in connection with the Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales."

15.1.4 Notwithstanding any provisions to the contrary, any and all charter payments payable to Diamond shall be collected from [Charterer(s)] by Victor and paid to Diamond pursuant to payment terms agreed under separate cover by Victor and Diamond. For the avoidance of doubt, no charter payments shall be payable by the [Charterer(s)] directly to Diamond.

15.1.5 Notwithstanding any provisions to the contrary, bookings are processed through the Victor programme and all exchanges of information between Diamond and [Charterer(s)] shall be conducted through Victor in accordance with the provisions of the Victor Member Terms and/or any separate written agreement between Victor and Diamond as the case may be.

15.1.6 The definition of [Charterer] or any similar term describing the person(s) chartering or hiring the aircraft from Diamond through the Victor programme shall be amended as follows:

"[Charterer] means either the Flight Initiator or the Victor Member(s) purchasing seats, depending on the type of charter flight arranged through Victor acting as agent."

Operator agrees to the Victor Operator Terms and Conditions in full as described above for all business transactions conducted by Operator with Victor for and on behalf of Victor members unless otherwise notified in writing to Victor.

Signed for and on behalf of:

Diamond Executive Aviation

Keepers Cottage,
Islebeck
Thirsk, North Yorkshire
YO7 3AN

P. Bondar

By:

Name: Peter Bondar

Title: CEO

Date: 5th September 2011