

## **Terms and Conditions :**

Quote is based upon current prices and subject to fuel / market related price increases & exchange rate fluctuations.

PLEASE NOTE that this quote may have to be revised due to RSA VAT that will increase to 15% effective 1 April 2018

- Baggage restriction of 25kg per person in small, soft bags.
- Quote is subject to obtaining necessary overflight and landing clearances where applicable.
- Elite Jet does not accept any responsibility for any delays or cancellations due to unforeseen circumstances, technical breakdowns, or diversions due to bad weather.
- Should there be any en route changes or delays as a result of compliance with the requirements of international law or national legislation or subordinate legislation, you or your passengers' changed requirements, unserviceability of the aircraft beyond Elite Jet reasonable control, safety of the aircraft, safety of the aircraft's crew and/or safety of you or your passengers, any additional costs arising from such changes and/or delays (excluding the costs of repairing the aircraft, but including the costs of arranging an alternative aircraft) shall become payable by you in addition to the quoted price.
- As a safety requirement, all flights are conducted according to the Flight and Duty limitations as approved in the Operations Manual. Changes to the itinerary that adversely affect these will be refused.
- Insurance restrictions may apply to certain countries and/or routes.
- This quote is subject to runway conditions at the time of the flight. The pilot's decision will be final in this regard.
- Elite Jet does not accept any responsibility for consequential damages that may be suffered by the client due to aircraft breakdown, diversion or other factors beyond its control.
- Dangerous goods must be declared as per dangerous goods regulations. Goods must be packaged and marked correctly according to the appropriate authorities. Copies of relevant regulations are available from Elite Jet on request.
- You hereby indemnify Elite Jets Charters (PTY) Ltd from any claim or damage which Elite Jet may suffer from the flight, other than claims or damage caused by Elite Jet's own negligence or wilful misconduct.
- In the case of domestic carriage, claims by you or your passengers arising from injury or death shall be brought within 2 years of the flight and claims for lost or damaged baggage shall be notified to Elite Jets Charters (PTY) Ltd in writing within 7 days of the end the flight, failing which the claim shall lapse.
- Time is not of the essence and Elite Jet shall not be liable for any damages you and/or your passengers may suffer arising from delays due to compliance with the requirements of international law or national legislation or subordinate legislation, you or your passengers' changed requirements, unserviceability of the aircraft beyond Elite Jet's reasonable control, safety of the aircraft, safety of the aircraft's crew and/or safety of you or your passengers.
- Should any terms of this document be at variance with any charter, aircraft operations management, air transport, operations services, or charter agency agreement already concluded and signed between yourself and/or your passengers and Elite Jet, the latter terms shall prevail over these terms.
- Signature of this document shall (in the absence of any prior agreement to the contrary, signed by both your passengers (whether personally or through the agency of yourself) and Elite Jet) constitute a contract of carriage between yourself and Elite Jet and you acknowledge on behalf of your passengers (you hereby warranting your authority to give such acknowledgement on their behalf) that no contract of carriage will exist between your individual passengers and Elite Jet, notwithstanding the issue to them by Elite Jet of a passenger ticket or not.
- You acknowledge that the carriage covered by this quote may not be performed by Elite Jet itself, and that in issuing this Elite Jet may be acting on behalf of an undisclosed or unnamed principal carrier.
- You hereby exercise any and all contractual rights of election which may arise on your part as a result of the aforesaid in favour of any such principal and hereby waive any and all contractual and edictal claims against Elite Jet arising from or as a result of such carriage performed other than by Elite Jet.
- Elite Jet is acting solely as an agent for the aircraft charter operator of the choice of Elite Jet and not as an aircraft charter company in its own right, to which the above terms and conditions apply, unless otherwise specified.
- Empty Legs: Elite Jet reserves the right to utilise the aircraft for Elite Jet's own needs on any flight sector not used by the client.
- Smoking is not permitted aboard our flights.
- Elite Jets Charters (PTY) Ltd operates under the following SACAA AOC's:
  - o Spiral Air Charters CC SACAA Part 135 Operator / Licence No. N986D + I/N217

## **TERMS**

- Payment in full is required 4 working days prior to departure.
- Should any unforeseen delay result in the flight being postponed or cancelled, all aircraft positioning costs incurred will be for the Clients account.
- For Credit Card payments, please note that a 5 % levy will be added to the cost.



**Elite Jets Charters (PTY) Ltd t/a Elite Jet No 2014/240523/07**  
Hangar 201, Gate 7, Lanseria International Airport, PO Box 1488, Rivonia, 2128  
Tel (083) 212 8906 Fax (086) 679 6809. Website [www.elitejet.co.za](http://www.elitejet.co.za)

Directors : G.L.D Ermes

Initial:

**Cancellation Fees will be charged as follows:**

- o 35% of quoted price 9 days or more in advance,
  - o 45% of quoted price 9 - 5 days in advance,
  - o 80% of quoted price 5-1 days in advance,
  - o 100% of the quoted amount on the scheduled day of departure.
- Quote subject to aircraft and crew availability. - Flight departure times are subject to crew flight and duty limitations.
- Quotes are valid for fourteen (14) days from date of issue otherwise costs may be subject to revision.



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