

**General Conditions for Charter Flights:**

1. The Carrier is responsible for providing an aircraft equipped, manned and insured in accordance with the applicable law and regulations.
2. The Carrier undertakes to use its best efforts to carry the Passengers and their luggage in accordance with departure, landing and flight times shown in the flight schedule.
3. The Carrier shall, if compelled thereto by circumstances, without any change of the charter price, substitute alternate carriers or aircraft for the performance of the contracted flight. Such carrier or aircraft shall, however, as far as possible be of the similar standard and the Carrier shall at the earliest possible moment notify the Charterer of such substitution.
4. The Carrier is not liable for any costs arising through passengers interrupting or rejecting carriage due to the intervention of immigrations authorities, recommendations of certified physicians or for similar reasons, nor is the Carrier responsible for transportation of such passengers for the remainder of the journey.
5. The charter price includes all costs specified in the flight confirmation . The Carrier is not entitled to utilize any unused part of the chartered space and/or payload without refund to the Charterer. The Carrier has the right to utilize any leg which according to the charter agreement has been contracted as an empty leg. Such utilization shall not entitle the Charterer to any refund.
6. The Carrier may at any time divert, postpone or cancel any flight in the event that the flight can not be performed or completed due to force majeure (riots, lock-outs, civil commotion, existence, apprehension or imminence of war, blockage, embargo, acts of governmental authorities including civil aviation authorities, acts of God, fire, meteorological conditions, epidemics, quarantine, requisition of aircraft, breakdown or accident to aircraft or any other similar cause beyond the control of the Carrier or if safety of passengers, cargo, aircraft or crew is reasonably deemed to be at risk.
7. If the Carrier cannot perform the flight for reason of force majeure, the Carrier shall be under no obligation or liability to the Charterer except to refund him any possible amount prepaid for the flight in question. If the Carrier is compelled by force majeure to discontinue a flight in course the Charterer shall pay only for the distance covered. The Carrier shall thereafter be under no liability to the Charterer or his passengers for costs arising in connection with accommodation, meals or transportation for the remainder of the journey.
8. In no case shall the Carrier be liable for any costs incurred by the Charterer after arrival at the destination.
9. The Captain of the aircraft is entitled to take all necessary safety precautions at any time, and to that extent he/she has full authority to make decisions on changes to the offered payload and seating capacity, on the passengers and freight and on the loading, distribution and unloading of freight and baggage. 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 Carrier's personnel is allowed to follow orders from the Carrier only.
10. The transport documents are as a rule issued by the Carrier. The Charterer is to provide the Carrier with all necessary information and documentation for that purpose. The Charterer is responsible for the correctness and completeness of that information and documentation. Further, the Charterer is liable for all damages resulting from incorrectness and incompleteness of this information and documentation or from documents issued late or improperly. The Charterer is also responsible for ensuring that the passengers have all documents necessary for entry and exit, such as visas, passports, vaccination certificates etc.
11. Carriage hereunder is subject to the rules and limitations of the Finnish Civil Aviation Administration which is bound by European EASA / EU OPS requirements and ICAO standards and recommendations. Please note that the liability of the Carrier for death or injury of the passenger and/or loss or damage of luggage is as a rule limited. Insurance coverage is effected up to the limits of the Warsaw – Hague Convention or relevant national law and in accordance with Council Regulation (EC) No 2027/97, as amended by regulation (EC) No 889/2002 of the European Parliament and of the Council. In no event shall the Carrier be liable for any special, indirect or consequential damages.
12. For safety reasons, miscellaneous dangerous goods as listed in the IATA Dangerous Goods Regulations may nor be carried in passenger baggage. The Carrier has right to enforce luggage checks to ensure safety and security on board and to comply with the law in the respective countries.
13. The Carrier is entitled to utilize the services of third parties to perform its obligations, in whole or in part. Should the Carrier cancel the charter agreement after commencement of the flight due to failure of the aircraft for technical or operational reason or as a result of force majeure, the Charterer shall pay the Carrier the agreed charter price reduced in proportion to the ratio between the total number of flying hours and the number of flying hours actually flown.
14. If the time for which the aircraft is available to the Charterer under the terms of the charter agreement 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, passengers or representatives, the Charterer shall pay the Carrier demurrage in accordance with the scale of fees of the relevant airport and compensate the Carrier for the costs of additional ground and air time. Similarly, the Charterer is responsible for all costs which relate to flight re-scheduling or change of routes upon the request or delay of passengers.
15. Consequences of cancellation.
 

Duration of prior notice given	Amount of cancellation fee
7 days -48 hours	10% cancellation fee applies
Less than 48 hours	25% cancellation fee applies
No notice or no show	50% cancellation fee or cost of flying and expenses already incurred, whichever is greater
16. Any dispute arising in relation to these Conditions shall be settled according to the Finnish Law at the Vantaa District Court in Finland.

**16.0 AMENDMENTS TO OPERATOR'S STANDARD TERMS & CONDITIONS**

16.1 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:

16.1.1 The following recital shall be added:

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

16.1.2 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 Jetflite Oy for an itinerary of his/her specification."*

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

*"These [Operator'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. Jetflite Oy 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."*

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

16.1.5 Notwithstanding any provisions to the contrary, bookings are processed through the Victor programme and all exchanges of information between Jetflite Oy 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 Jetflite Oy as the case may be.

16.1.6 The definition of [Charterer] or any similar term describing the person(s) chartering or hiring the aircraft from Jetflite Oy 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 of Operator's desire to withdraw from the Victor programme, subject to completion of all flights contracted with Victor members at the time such notice is given.

Signed for and on behalf of:

**Jetflite Oy**

By:  \_\_\_\_\_

Name:  **JETFLITE**  
**Eilina Karjalainen**  
MANAGING DIRECTOR

Title: \_\_\_\_\_

Date: \_\_\_\_\_