

Terms and Conditions

1. Luxwing is obliged to prepare the aircraft for flight at the scheduled time and guarantees proper technical condition of the aircraft with qualified crew. The Carrier will strive to maintain the aircraft in equal condition until the end of the charter flight.
2. Any deviation from the agreed conditions stated in this Contract, intentionally or unintentionally, requested by the Charterer will affect the agreed Charter Price.
3. The Charterer agrees that the Carrier may carry out the charter flight with an aircraft other than the initially agreed aircraft type, under the condition that the change of aircraft will not affect the quality of the flight. In case of operational and/or technical difficulties, the Carrier may offer the Charterer an alternative aircraft or another charterer that will carry out the agreed charter flight.
4. The Charterer must inform the Carrier about the exact number of passengers or freight weight at least 1 (one) day before the scheduled flight, unless different conditions were negotiated in writing.
5. At his discretion, the Captain of the aircraft is entitled to: reduce the amount of luggage or freight, decide if the flight will be carried out and where the aircraft will land, and the Charterer is obliged to abide by the Captain's decisions.
6. If the Carrier is not able to carry out or finish any of the agreed charter flights stated in this Contract due to unforeseen circumstances that cannot be avoided, the Carrier shall be under no obligation or liability towards the Charterer beyond refund of part of the Charter Price relating to the cancelled part of the flight, travel expenses or certain services.
7. Carrier shall not be liable for any damage, loss, expenses, including special, incidental and consequential damages, or other irregularity caused by the defect of any vehicle or conveyance, or the negligence of any other company or person engaged in conveying the passenger or carrying out the arrangements for any trip. Further, carrier will not be liable for any total or partial failure by it of its duties and obligations occasioned by any act of god, act of nature, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or a hindrance in obtaining raw material, energy or other supplies, labor disputes of whatever nature or any reason beyond the own control. Carrier is liable for additional expense incurred for replacement transportation in the case of mechanical issue. In such cases our charge apply only on portions of the flight completed.
8. Any special requests made by the Charterer agreed to by the Carrier that are not stated in this Contract must be submitted in written form to the Carrier in advance and sent by post or e-mail.
9. The Charterer must ensure that all Passengers have valid travel documents and entry or transit permits if necessary, as well as abide by all safety measures. The Charterer is liable to the Carrier for any damage due to Passengers not having valid travel documents or due to not abiding by safety measures.
0. This Contract shall be governed by the law of Republic of Malta.
1. In the event of dispute about the existence, effects and end of this Contract, both parties agree to exercise their best efforts to resolve the dispute as soon as possible. If the dispute is not resolved, they shall submit the dispute to a competent court in Malta.
2. This is a short term contract and will end when both parties have fulfilled their obligations.
3. For any other circumstances not stated in this contract, the General Conditions of Carriage for Passengers and Luggage will be in effect, as they are an integral part of this Contract.
4. The Charterer confirms that the Passenger and/or any other interested party accepts the Carrier's or another carrier's General Conditions and guarantees that the Passengers will comply with all rules stated in this Contract, as well as the Carrier's General Conditions.
5. This contract has been executed in two copies of which the parties have taken one each.

Price includes flight itinerary listed above, crew, and airport handling/international fees. Price **does not include** transporting Passengers, Passenger luggage and freight to and from the airport, additional insurance, special catering requested by the Charterer, de/anti-icing or hangar related expenses due to inclement weather, charterer special requests, or changes in itinerary, additional costs such as keeping airports open beyond their official operating hours will be invoiced separately. The charterer hereby authorizes Luxwing Ltd to start incurring costs for the above itinerary and agrees to be responsible for those costs (i.e. positioning, handling, permits etc.).

Luxwing Ltd reserves the right to substitute equipment of similar or larger capacity while maintaining the service contracted at no additional expenses to the charterer

The Charter Price includes **standard catering** on all flights. If the Charterer submits a written request to the Carrier's address by post or e-mail for special catering, the Carrier will try to fulfill the Charterer's catering needs at an extra cost.

This contract is aircraft specific only to size not type or tail number. Carrier reserves the right to substitute aircraft of similar or larger capacity at no additional expenses to the Charterer. Charterer shall be notified of any such changes as soon as reasonably possible.

Payment deadline: IMMEDIATELY

This contract is based upon aircraft, slots, landing and overflying permits and crew availability and is **not confirmed until signed and payment is secured.**

Payment method: to the Carrier's bank account number listed on the invoice and/or Pro-Forma invoice related to this contract.

Termination and cancellation: If the Charterer fails to pay the Charter Price within the set deadline, or if the Charterer cancels the flight, the Carrier shall have the right to terminate the charter Contract.

The following cancellation fees shall become payable should the Charterer cancel the flight Contract for any reason:

- 10% of the flight price – up to 15 days prior to scheduled departure;
- 20% of the flight price – 15 to 7 days prior to scheduled departure;
- 50% of the flight price – 7 days up to 24 H prior to scheduled departure;
- 100% of the flight price – within 24 H prior to scheduled departure.