

General Terms and Conditions of PEAK AIR GmbH (May 2020)



The following terms and conditions are part of the charter agreement which arises upon acceptance of the offer (in writing or verbally) by the customer. Agreements deviating from this are only valid if they have been confirmed in writing by PEAK AIR GmbH – hereinafter referred to as PEAK AIR. The written form is considered preserved if the communication takes place by fax or e-mail.

o. Special Covid19 Regulation

The client is solely responsible to adhere to all respective COVID19 entry restrictions of the destination country. PEAK AIR is not liable for the disregard of these regulations by the client, nor if the client is not allowed to enter for any other reasons. The charterprice must be paid in accordance with this contract. PEAK AIR's cancellation terms fully apply for all reasons concerning COVID19.

1. Offers / operation of charter flights

Until PEAK AIR has sent written confirmation of order to the customer, the transport service offered remains provisional, subject to the availability of aircraft and crew. Subsequently, the offered and confirmed flight is carried out subject to the necessary traffic laws, the weather conditions, the technical readiness of the aircraft, and the exclusion of force majeure (e.g. bomb warnings, etc.). If PEAK AIR is forced to fly to a location other than agreed due to weather or other reasons beyond the control of PEAK AIR, PEAK AIR will not cover any costs for any further transportation of the passengers to their original destination.

2. Planning basis

PEAK AIR shall charter out its aircraft according to scheduled flight time. The charter price shall be calculated based on the operating time in hours and minutes plus regular ancillary costs such as landing charges, any overnight expenses of the crew and additional costs for handling, de-icing, approval and visa charges on a time and material basis.

3. Flight times

The flight times stated in the offer shall be pure airtimes. The travel time for collections or connecting flights shall be based on the operating times (from start-up to switch-off of the engines, incl. taxi times).

4. Fixed prices / all-in offers

Where offered, fixed prices have been calculated to allow for customer specifications. Changes required by the passenger or during operation of the flight may result in additional costs, which shall be invoiced subsequently. The same shall apply to all-inclusive offers. All-inclusive offers shall include regular ancillary costs such as Euro control, air traffic control, takeoff and landing charges. Where it becomes necessary for smooth operations to make use of handling services, the relevant costs, de-icing, approval and visa charges shall be passed on to the customer on a time and material basis. Passengers which are not booked in at the confirmation of the flight, have no right to be transported. Every additional passenger, which was not included in the charter offer, will be charged with 100,- Euro per person per leg additionally.

5. Positioning flights

Generally, all our offers are calculated from our base in Berlin-Schönefeld. In case of a stopover at other airports for more than 24 hours, PEAK AIR shall reserve the right to charge for a positioning flight or a stationary day. Planned stopovers shall be taken into account in the offer. The customer shall always be charged the more cost-effective variant!

6. Limitation of liability

6.1. The carriage of passengers shall be subject to the rules of the Montreal Convention as amended. The liability of the company and the AIR carrier for death or personal injury of the passenger and in respect of loss of or damage to baggage shall be covered pursuant to insurance and actuarial laws and limited to the amount of statutory insurance benefits. These provisions shall apply mutatis mutandis to the transport of cargo. A liability of PEAK AIR for the quantity, value and collateralization of cargo during transport shall be expressly excluded. Cargo shall only be insured up to the limits specified in the Montreal Convention for baggage carried.

6.2. PEAK AIR accepts no liability for force majeure, especially in case of bad weather, strike or sabotage rendering the flight impossible for safety reasons. Consideration will only be given by PEAK AIR to liability claims based on delays or on other disturbances if PEAK AIR can itself be shown to be responsible, the provisions of the Montreal Convention –to the extent that these are applicable- remaining unaffected.

6.3. If the Aircraft provided is unable to depart on schedule, whether from the starting point or from some stopover point, and this delay is due to the customer or the customer's baggage or freight, PEAK AIR is entitled to charge resulting additional costs, such as demurrage, in accordance with the scale of fees of the Airport in question, as well as compensatory costs for additional ground and AIR times.

7. Availability right

In case of unavailability of the Aircraft offered, PEAK AIR shall be at liberty to provide an Aircraft of its own fleet, which shall be at least of the same quality. In case of unavailability due to force majeure, this may also be an Aircraft of its own fleet of lesser quality. Where the customer does not agree to the provision of an Aircraft of lesser quality of the Airline's own fleet, PEAK AIR shall be free to provide a subchartered Aircraft of the same quality. Any additional costs deviating from the offer shall be passed on fully and without restrictions to the charter customer, without any further rights arising for the charter customer.

8. Terms of Cancellation

8.1. Cancellation of the customer

If the customer cancels a flight, PEAK AIR is entitled to claim the agreed remuneration less any expenses saved and/or possible alternative uses of the service booked.

In case of fixed prices or all-inclusive offer the following cancellation fees will be demanded:

Contract cancelled

up to 14 days prior to departure, 10% of the charter price offered,

up to 7 days prior to departure, 20% of the charter price offered,

up to 24 hours prior to departure, 50% of the charter price offered, but at least 1500 €,

less than 24 hours prior to departure, 75 % of the charter price offered, but at least 2500 €.

For the purpose of determining the cancellation fee, the contract shall be effective from the time of the first planned departure and in case of necessary positioning, from the time of the planned takeoff from Berlin-Schönefeld. The charter customer shall be advised accordingly on placement of the order.

In case of subcharter contracts, i.e. third party Aircraft commissioned by the customer, the cancellation fees agreed between PEAK AIR and the subcharter-company shall apply and shall be communicated to the charter customer, plus 10%.

The customer is free to prove that a significantly reduced claim for remuneration or expenses has accrued to PEAK AIR. In special cases, Peak AIR is free to prove a higher claim for remuneration or expenses than the cancellation fees.

8.2. Cancellation of PEAK AIR

PEAK AIR can terminate the contract without period if the customer violates their obligations in the charter contract, especially if they do not pay the charter sum in time at the agreed conditions or if force majeure actually prevents the flight from being carried out.

9. Documents

If the customer and the passenger are not identical, the customer shall provide the passenger with the necessary documents. The customer or passenger is required to provide all necessary entry and exit documents, as well as all visas, health and other specified documents, required by law, regulation, order demand or other requirement of the countries concerned, and permit PEAK AIR to take and retain copies thereof. PEAK AIR reserves the right to refuse carriage if you have not complied with these requirements, or if travel documents do not appear to be in order.

In addition, the customer or passenger is required and it is under his own responsibility to adhere to all regulations of the countries that are touched. The same applies to relevant rules and instructions by PEAK AIR. PEAK AIR shall not be liable for the consequences to any customer or passenger resulting from his or her failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

10. Authority of the commander

All persons carried in the Airplane have to follow Commands given by the commander. The reason is in the safety of the Airplane and of persons or property carried therein.

11. Freight

When transporting freight, the costs and risks for loading and unloading the Aircraft shall be borne by the customer. The customer guarantees that the freight or luggage or mail be transported does not contain items suitable to endanger the Aircraft or persons or that their transport is prohibited by the law, regulations or other provisions of a country being touched during the flight.

PEAK AIR shall be entitled to use the payload not chartered by the customer for its own purposes.

12. Broker contracts

Where PEAK AIR has been commissioned by a broker to act on behalf of a third party, the broker shall be liable as the customer. Where PEAK AIR acts as a broker, the Terms and Conditions of the Airline commissioned shall apply.

13. Terms of payment

Unless otherwise agreed, the payment for PEAK AIRs offers service is payable immediately by getting the confirmation and the invoice. The customer gets in default without a reminder, when not paying within 3 days after getting confirmation and invoice. In case of default we shall charge default interest in conformable to § 288 BGB (German civil law). In case of a dispute regarding the date of the account access is presumed, that the bill is received within two business days after the invoice date. It is allowed to the customer to prove a different access date. Any other arrangement shall be specified on the invoice.

Offsetting against other outstanding claims is inadmissible.

In any case, PEAK AIR shall have the right to demand advanced payment prior to commencement of the flight.

PEAK AIR may request payment by credit card or deposit of a credit card at the time of booking. PEAK AIR accepts MasterCard and VISA Card. In case PEAK AIR does not receive the payment by the date specified in this agreement, PEAK AIR is entitled to charge the credit card with the agreed amount. If payment is made by credit card, additional card fees (currently 4%) may apply and are payable by the customer. The card fees are due at the same time as payment by credit card. In case of cancellation of the flight or termination of or withdrawal from the charter contract PEAK AIR will not reimburse credit card fees and other incurred costs.

14. Proviso

The duties and obligations accepted by PEAK AIR apply only to the extent that no relevant and compelling statutory provisions to the contrary exist and are subject to the issuing of any necessary authorization. They are also accepted solely on condition that required official decisions are both available and can be complied with. In the event that such rights are not granted, PEAK AIR is entitled to withdraw from the contract.

15. Final provisions

15.1 Validity

Should any individual provision or any part of any provision of these General Terms and Conditions be or become void or unenforceable, the validity of the remaining provisions hereof shall in no way be affected. In such case, the void and/or unenforceable provision or provisions shall be replaced by relative provisions coming as close as possible to the sense and spirit and purpose of the deleted provision or provisions.

15.2 Place of performance

Where the charter customer is a full merchant and in all other permissible cases, the place of jurisdiction for any disputes arising out of the contract shall be Berlin.

15.3 Law applicable

Where permissible, the charter contract shall be subject exclusively to the laws of Germany.

15.4. Data collection

The charterer will collect, process, use and / or disclose personal data of the customer for the purposes under this contract in compliance with the Federal Data Protection Act and the General Data Protection Regulation.