

Flight Order // Terms and Conditions

1. All flights are strictly subject to current operational restrictions and necessary permissions. Tail is not guaranteed and it's subject to change on Hawkers 400XP. From the 6th April 2024, all International GA flights that are arriving in or departing from the UK will be required to submit information online about the flight and passengers on board **no earlier than 48 hours and no later than 2 hours prior to the expected time of departure or arrival.**
No last minute pax changes and/or add will be accepted. We'll require to have all passengers' details as passports scans/pictures, no pax details written in the email as plain text will be accepted.
UK airports handlers will not undertake the submission of GARs to UK Border Force. Broker is responsible for the accuracy of passenger data sent to the Operator. If the passenger's details on departure/arrival or the passenger use different document/passport than the one provided by the Broker to the operator, the UK Border Police may fine the operator penalty in the amount of GBP 10,000. In such a case, the penalty will be assigned to the Broker as failure to exercise due diligence in checking passenger data transferred to the Operator.
2. All flights from/to UK, Channel Islands, Isle of Man with pets on board must be authorized by approved / appropriate Pet's Divisions. Full pet's passport's details are required LATEST 2 working days before the flight along with any additional pet's documentation required by dedicated Pet Handling Division / DEFRA approved airport Pet Service Company.
3. By signing this document (Flight Order) Charterer undertakes to pay the entire amount by Bank Transfer before the flight with all the extra costs that arise upon execution of the flight. Proof of Payment (POP) must be deliver to the Operator prior first departure.
4. We accept payments by Credit Cards however surcharges will apply.
5. Price INCLUDES General Aviation Terminals where available, all overflight, handling and landing charges, standard cold catering, cold beverages and Open Bar. Italian Luxury Tax included for all flights to/from and inside Italy.
6. VIP lounges are NOT INCLUDED, if unless otherwise stated.
7. Price does NOT INCLUDE de-icing costs, applicable also on ferry/positioning flights as well extra charges for additional services requested by passengers or schedule changes.
8. Please note that smoking is not allowed on board of our aircrafts. Presented departure times and flight times may change due to operational reasons beyond the control of aircraft Operator. The Charterer declares that he takes full responsibility for the passengers and undertakes to acquaint the passengers with **The General Transport Terms and Conditions of Smart Jet (GTT&C) available under following link address:**
<https://smart-jet.pl/wp-content/uploads/2022/11/General-Transport-Terms-and-ConditionsSMART-JET-GDPR-rev.3-18.02.2021.pdf>
9. Operator is not liable for whatever damage, loss or lost profit suffered by the Charterer or any passengers due to non-performance of the flight in due time or delay caused by the Act of God, imposed quarantine, aircraft failure (AOG), weather conditions, riots, strikes at airports or work disruption, dangers regarding wars or due to any other Acts of God. Operator is not liable for any damage, loss or delay caused by airport employees or persons over whom Operator has no control. Operator has a right to charge Charterer with extra costs in case aircraft divert to the alternate airport on which landing and handling costs are higher than on the airport of original destination.
10. By signing this document (Flight Order), to fulfill obligations resulting from Regulation on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter defined as the "GDPR"), Charterer confirms that has been informed about *Personal Data Protection Policy* stated in The GTT&C of Smart Jet and with an Attachement No 1 to GTT&C (*Entrustment Agreement*), accepts it and agrees on this policy.

Cancellation Fees

- a) From booking up to 7 days before the flight - 15% of total charter price
- b) 7 days - 72hrs before the flight - 30% of total charter price
- c) 72hrs - 24hrs before the flight - 50% of total charter price
- d) Less than 24hrs before the flight - 80% of total charter price
- e) "no show" or aircraft started positioning flight - 100% of total charter price

All schedule or itinerary changes must be confirmed in written by Charterer and may effect in price change. This Quotation/Flight Order is subject to aircraft's availability at the time of flight confirmation, all operational restrictions, airport's opening hours, airport's and ATC slots, airport's parking slots and necessary permissions.

MANDATORY STATEMENT

Due to the sanctions imposed by the European Union in accordance with the Council Regulation (EU) 833/2014 as amended by Council Regulation (EU) 2024/1745 of 24 June 2024 amending Regulation (EU) No 833/2014 concerning restrictive measures in view of Russian's actions destabilizing the situation in Ukraine, Charterer confirm and acknowledge with his/her signature that all non-scheduled flights organized by Charterer on the territory of the European Union as a provider of Broker services will be conducted in a manner consistent with the applicable framework in particular taking into consideration restrictions regarding Russian natural or legal person, entity or bodies imposed by applicable regulations. At the same time, hereby Charterer/Broker state and confirm that are not controlled directly or indirectly by any natural or legal person, entity or body from Russia as well as such person, entity or body is not a beneficial owner within the meaning of directive (EU) 2015/849 of the European Parliament and of the Council of 20 May 2015.

Date _____

Signature and Stamp (Charterer) _____