
Terms and Conditions Sylt Air GmbH valid 02.04.2018

1. Duration of the contract

The above-mentioned parties agree to contract between them. This contract is limited to the flights offered above.

A booking is only valid with written confirmation by SYLT AIR GmbH and signature by the client that includes either a company stamp or the company address and signees name in block letters.

2. Pricing

The price is a net price and includes:

- Positioning flights,
- Airport charges during normal operation hours,
- Handling with our preferred agents, navigation fees and crew allowance
- Passenger number per your request including applicable taxes
- The price is noncommittal and subject to availability, slots, all traffic rights and schedule.
- Catering as per para 3

The price excludes:

- De- icing fees (or hangarage in lieu of de- icing) for passenger and required positioning segments.
- Charges for non-scheduled landings/diversions for reasons beyond control (weather, airport closure, political unrest, natural disaster, etc.)
- Catering more than the included
- Use of other than our preferred handling agents
- Out of hour airport/ handling charges,
- Costs for passenger transport to and from the airport (also in case of diversions)
- VIP passenger transfer to/ from connecting flights
- Increase in fuel prices up to 5% are borne by the carrier, higher increases shall be invoiced completely to the charterer
- Additional crew overnights due to change of schedule or slot delay
- Additional charges not included in the above.
- All flights are VAT exempt, except for domestic German flights (plus 19% VAT)
- Pet fees

Any changes in the schedule might incur an increase in the agreed price. Any change of airport after signature, will be charged with 500,- € minimum. This will cover any cancellation fees for handling/ slots/ hotel or additional planning costs. Any additional flight time for positioning or passenger legs will be charged on top of the charter price and change fee.

The costs for services organized and paid by Sylt Air GmbH on behalf of the charterer will be charged to the charterer with a 10% disbursement fee. This also applies to services charged to Sylt Air GmbH that have not been previously arranged but have been charged. (e.g. car parking, Pax transport etc)

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3. Catering

Included on flights with planned duration of **less than 1:40 min**:

- Complimentary bar with hot and cold beverages (incl. alcohol and small bottle Champagne,
- Fresh fruit basket
- Light snacks (peanuts, sweets, cookies).
- Newspaper and Magazines (on request and if available)

Flights with planned duration of **more than 1:40 min** (In addition to the above):

- Assorted sandwiches

Optional VIP Catering:

A special VIP Catering can be ordered for all flights and can be chosen out of a selection of the following:

- Canapés
- Salads
- Cheese/ meatplatter
- Sandwiches
- Breakfast
- Cold meals
- Pastries
- Fresh juice

Price:

- Up to 2 Pax 100, - € (net) p.p.
- More than 2 Pax 80, - € (net) p.p.

Not included in this are high priced foods and drinks (e.g. caviar, lobster etc, Champagne and other drinks other than the included)

Further catering requirements can be arranged and will be charged additionally at actual cost. Should the charterer provide catering by himself, he will be responsible to have it delivered to the aircraft. Any costs involved in this delivery will be paid by the charterer.

4. Passenger

Each additional passenger, in excess of the agreed amount stated in this offer/contract, will be charged with 100, - € for airport taxes, custom fees and the included catering. Any applicable passenger taxes (e.g. Italian passenger tax, APD) will be charged additionally. A refund for any passengers less than the original agreed is not possible.

Additional passengers need to be announced not less than 24h prior departure to ensure proper flight preparation. Any additional passenger after that will be subject to acceptance by SYLT AIR GmbH.

Unannounced passengers, that show up on departure, might be refused by the pilot in command due to weight and balance reasons.

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5. Pets

SYLT AIR GmbH is a certified pet- carrier into the UK. We are cleared to carry pets into EGKB, EGLF and EGSS. For each pet inbound UK we need to charge 250,-€ custom fee. For all flights into the UK we need the pet details not later than 24 h prior departure. The charter will cover all additional costs should entry into the UK be declined for reasons other than caused by SYLT AIR GmbH.

On all other flights any pet that has not been considered/ announced before, will be charged 100, - € cleaning fee. Should the need of aircraft cleaning arise after the flight, the charterer will also be required to cover the cleaning costs at actual costs but minimum 100, - € net.

6. Cargo/ Luggage

All calculations are done with a luggage weight of 44 lbs per passenger (excl. hand luggage). Any luggage weight more than this, needs to be announced as soon as possible to ensure proper flight preparation and calculations. Unannounced luggage can be refused by the crew as per weight and balance restrictions. The charterer will be eligible for any additional costs concerning the storage or transportation of this excess luggage.

For security reasons, luggage must not contain dangerous goods as specified by IATA. SYLT AIR GmbH reserves the right for luggage checks to ensure safety on board and legal certainty in the country of the flight destination.

Transport of guns or ammunition needs to be requested latest 24 h prior departure.

7. Delays

SYLT AIR GmbH kindly informs you, that we plan our jets on multiple legs per day. We plan to arrive at the airport not later than 60 minutes prior to the planned departure time. To ensure on time departure we need the passengers at the airport not later than 30 minutes prior to the agreed time of departure. If the passengers do not show up 30 minutes after the agreed departure time SYLT AIR GmbH has the right to depart without passengers, unless SYLT AIR GmbH is previously informed about the delay and has accepted it. Any additional costs due to this delay will be charged to the charterer.

The chartering party is liable for all demurrage as well as for costs for additional time on the ground and flight time, if the time during which the aircraft has been chartered is exceeded because passengers, luggage, or cargo are late for boarding for any reason caused by the chartering party, their employees, or their passengers, including inability to provide correct travel or other necessary documents.

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8. Cancellations

Cancellation fees are as follows:

After signature	:	10%
7 days to 48 hours before the first flight date:		50%
48 hours to 24 hours before the first flight date:		75%
Within 24 hours before the first flight date or passenger No- Show:		100%

Those fees already consider operating costs not incurred due to the cancellation. In the case of cancellation of a charter flight arranged by SYLT AIR GmbH with another company, the cancellation fees of that other company are payable in full.

9. Competence to decide of the aircraft commander

The commander of the aircraft has the right to take necessary safety measures at any time. He/she has jurisdiction over changes in payload and seating capacity, over passengers and cargo, as well as over loading, distribution and unloading of cargo and luggage. The commander also decides how and whether a flight can be undertaken, and whether there will be changes in the route or the landing destination.

10. Fulfilment of the contract

SYLT AIR GmbH assumes no liability, if at any time the Aircraft becomes unavailable for any reason such as law or official decree, technical problems, weather conditions or unpredictable maintenance work whatsoever prior to commencement of the Flight. In this case SYLT AIR GmbH, will endeavour to find an alternative Aircraft for that purpose. There is no right on a specific airplane.

SYLT AIR GmbH has the right to employ third parties to fulfil its obligations wholly or in part. If SYLT AIR GmbH terminates a charter contract due to failure of an aircraft for technical or operational reasons or influences beyond its control after the flight has begun, the chartering party must pay the agreed charter price reduced in proportion to the difference between planned and actual flight time.

11. Documents

Air transport documents are usually issued by SYLT AIR GmbH. The chartering party must provide SYLT AIR GmbH with all necessary information and documentation and is responsible for their correctness and completeness. The chartering party is liable for all damages resulting from information or documentation which is incorrect, incomplete, late, or issued incorrectly. The chartering party must ensure that passengers have all necessary travel documents like passports, visa, immunizations etc.

12. Liability

SYLT AIR GmbH is not liable for the cancellation or postponements of flights which SYLT AIR GmbH has not caused either directly or through gross negligence. This applies in cases of acts of god, interference by governments or other third parties, strike, lock-outs, wars or war-like occurrences. SYLT AIR GmbH is also not liable for acts of other airlines or check-in and handling companies or their agents.

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13. Applicable Regulations

The execution of charter services is governed by the laws of the Federal Republic of Germany (specifically its civil aviation law), the Warsaw Convention, Montreal Convention 28th May 1999 and the General Conditions of Carriage of the SYLT AIR GmbH.

Please note that English translations are provided for general information only. For legal purposes, the German text is binding, and German laws apply.

14. Terms of Payment

The agreed charter fee must be paid not later than 48 h prior to the first flight. SYLT AIR GmbH can claim the whole charter fee in advance. The provided credit card details will be used to block the amount until payment has been received in full. Where the required advance payment is not made, credit card details not provided or the amount exceeds credit card limit, SYLT AIR GmbH has the right to terminate the contract and the cancelation terms apply.

In case credit, has been agreed, the payment must be made latest 2 working days after the first flight or after invoice has been received (whichever is later). After that time limit SYLT AIR GmbH has the right to charge the full amount plus 5% credit card fee to the given credit card.

Sylt Air GmbH has the right to charge the given credit card also for any additional costs that had not been included in the original invoice, such as, passenger transport, catering etc. All these costs will be invoiced and if not been paid within 7 days, will be charged to the given card. Sylt Air GmbH has the right to charge the given card for any extra costs that have been invoiced and not been paid within 2 working days.

All payments are to be made to the following account:

Sylt Air GmbH

Hypo Vereinsbank

BIC: HYVE DEMM300

IBAN: DE 4620 0300 0000 7498 0003

Any applicable bank charges are payable by the charterer.

15. Late Fee

There will be a late payment fee of 50,- € per week. This fee will be charged, beginning 2 weeks after the first flight or after invoice has been received (whichever is later) for all cases where credit has not been granted and payment not been received on time. Further legal fees incurred upon Sylt Air GmbH due this action will be invoiced to the client with a minimum of 250,- €.

16. Place of jurisdiction

Exclusive place of jurisdiction is Niebuell, Germany