

Jetworld BV - General Terms and Conditions

Definitions. These General Terms and Conditions apply to all agreements of transportation via aircraft ("the Agreement") between Jetworld BV ("the Broker") and a Customer ("the Charterer") with Jetworld acting as agent offering air-transport to the Charterer by selling individual seats on chartered business aircraft. The chartered air transportation services stipulated in this Agreement are provided by an aircraft operator ("the Carrier"), holding an Aircraft Operator Certificate (AOC).

The Charterer shall read these Terms carefully before booking a flight and shall understand that by booking a flight with Jetworld he agrees to be bound by these Terms as set out below.

Subcontracting by the Charterer. Charterer shall not subcontract or give in use wholly or in part the chartered space and/or payload of the Aircraft without prior written approval of the Broker. Unless expressly otherwise agreed in writing, any such approval by the Broker is given subject to the condition that the subcontractor shall abide by all obligations imposed upon Charterer and that the Charterer shall assume full responsibility for all acts or omissions of the subcontractor and his officers, employees or agents.

Substitution - subcontracting by the Carrier and/or the Broker. The Broker and the Carrier shall be entitled, without giving any reason, to substitute (an)other aircraft(s) for the Aircraft specified in this Agreement. In case the contracted Aircraft becomes unserviceable or unavailable, the Broker shall be entitled, but shall not be obliged, to substitute an alternative aircraft and/or carrier. In latest mentioned case, the Charterer undertakes to accept all the terms and conditions concerning cancellation, operational control, deviation and delays of the subcontracting agreement between the Broker and this carrier.

Air Operator's Certificate (AOC) - Authorisations. The Charterer hereby confirms that he is aware of the conditions attaching to the Air Operator's Certificate granted by the concerning Civil Aviation Authorities of the Carrier under which the flight(s) contemplated under this Agreement will be operated and warrants that he will abide by such conditions and will do no act likely to prejudice the Carrier's position under the conditions of the AOC. Authorisations (permits from governmental or other authorities) necessary for the performance of the flight(s) will be applied for by the Carrier unless it has been agreed that this will be done by Charterer. The consequence of the refusal, untimely granting or cancellation of authorisations for all services or part of them, are dealt with below.

Charges. The Charterer agrees to pay the Broker the total charter price as mentioned in this Agreement on or before the date(s) mentioned in the Payment Conditions as set out overleaf in the currency at the place and by the method mentioned on the invoice and this Agreement. The charter price shown in this Agreement includes all expenses of operating the Aircraft, maintenance, insurances, remuneration and expenses of personnel including crews, running costs, airport fees, ground service charges, parking fees, costs for the service for passengers during the time they are on board in accordance with this Agreement. Not included in the charter price are all other costs including but not limited to costs of ground accomodation, ground transfers, costs for de-icing, additional cabine service, special catering requests, onboard Wi-Fi and satellite telephone costs, costs for visas, custom inspection fees, custom duties, the costs of dunnage insofar as this has to be provided by the Broker and all special and/or extra costs and taxes incurred by the Carrier or the Broker with respect to passengers, goods and live-stock in case of emergency landings and all other landings not specified in the schedule of this Agreement. The charter price shown is based on costs current at the time of signing the Agreement. Should there be an increase of 3% or more in costs between the date of signing the Agreement and the completion of the flight(s), and if such costs are beyond the control of the Broker or the Carrier, the Broker shall have the right to charge such costs to the Charterer. The Broker shall furnish the Charterer full details of the increase(s).

Cancellation. In the event of any breach by the Charterer of any provision of this Agreement, or if the Charterer becomes insolvent, goes into liquidation or is declared bankrupt, the Broker shall have the right to cancel this Agreement and, in the event that a service has commenced, to terminate such flight all without liability of any kind to the Broker and, to retain all amounts as have been paid by the Charterer and, to demand all other amounts due under the terms of the Agreement regardless of its cancellation. Neither the payment of the charter price nor the termination of the Agreement for any of the aforesaid reasons shall affect the Broker's right to collect damages from the Charterer.

If the Broker is unable to perform or complete any service considered by this Agreement, more particularly when the Aircraft becomes unserviceable or unavailable –for whatever reason, including technical problems with the Aircraft- for one or more of the contracted flight(s), or authorisations for all services or part of them are refused, untimely granted or cancelled, the Broker shall have the right to cancel the flight(s) contemplated under this Agreement, and it shall be under no further obligation or liability to the Charterer beyond the refund of the charter price or the sum paid for that part of the flight(s) concerned, providing that the Charterer shall remain liable to pay the part of parts of the flight trip already completed or that will be completed.

Schedule, Diversion and Force Majeure. The schedule specified in the Flight Brief is binding. Passengers are required to check in with the Carrier or the handling agent at the departure airport at least 30 minutes before scheduled departure time. A late arrival shall be considered a no-show. This is owing to the fact that the seats on the flight, although performed by a chartered business aircraft, are sold individually and other passengers must be able to rely on the schedule.

The Broker shall be entitled to charge the full fare in the event of a diversion to another airfield due to adverse weather conditions or other operational reasons. The Broker, through the Carrier, shall endeavor to arrange for Passengers to be conveyed to the destination or returned to the point of departure if required as soon as reasonably possible.

Jetworld and the Carrier reserve the right at any time to cancel, postpone or redirect the flight or provide the Charterer with another similar flight at the same cost in the event that the flight cannot be performed due to reasons beyond its control, including but not limited to, acts of God or public enemy, war, civil war, warlike events, terrorism, infringement of a country's neutrality, sabotage, hijacking, insurrections or riots, requisition, confiscation, expropriation, seizure, fires, floods, explosions, earthquakes, natural disasters, weather conditions, epidemics or quarantine restrictions, compliance with applicable law, regulations or orders, any act of any third party, any act of government, governmental priorities, allocation regulations or orders, strikes or labour troubles, general hindrance in transportation, serious accidents, aircraft accident, technical reasons, failure of a sub-contractor or supplier to furnish services, materials, accessories, equipment or parts or failure of the Charterer to perform its obligations under the Agreement or other force majeure event of any nature, or when the safety of the passengers or of the crew can reasonably be assessed to be in danger, at the discretion of the captain or of any Carrier's personnel. In case the flight is cancelled or postponed for more than 24 hours, the Charterer may at his sole discretion decline the alternative transportation offered by the Broker and receive a refund on the charter price or the sum paid for that part of the flight(s) concerned, providing that the Charterer shall remain liable to pay the part or parts of the flight trip already completed or that will be completed.

Baggage. Passenger baggage weight is limited for flight safety reasons and varies in between aircraft types. Items determined by the crew to be of excessive weight or size will not be permitted on the aircraft.

The standard baggage allowance is one piece of baggage not exceeding the airline standard-size of 158cm (height + width + depth) and 25 kgs of weight and one cabin-sized bag (40cm x 30cm x 10cm) not exceeding 10 kgs of weight. Additional baggage is subject to special arrangements to be made at least five business days in advance of the scheduled departure, a baggage surcharge may apply.

Carriage of Dangerous Goods, Animals, Smoking on Board. Customers are not permitted to have the following items and/or materials on board aircraft: explosives (ammunition, fireworks, flares), flammable liquids or gas, high-power lithium batteries (more than 160Wh), oxidising substances, toxic and infectious substances, corrosives substances, drugs, poisons, radioactive materials, magnetised materials and other materials on the list of the IATA Dangerous Goods Regulations.

The carriage of firearms and animals is subject to special conditions of transportation and therefore requires the Broker's explicit acceptance in writing. The Charterer shall make a detailed request to the Broker at least five business days in advance of the scheduled departure, otherwise such carriage may not be arranged.

Smoking is strictly prohibited at all times on all Jetworld flights. Failure to comply may result in extra charges for damage and cleaning.

Operational control. The captain of the Aircraft shall have complete discretion as to whether or not a flight should be undertaken, and the Charterer agrees to accept all such decisions of the captain. The Carrier's decision as to the amount of space available on the Aircraft for utilisation on all or any portion of the charter flight shall be final. The captain of the Aircraft shall have complete discretion concerning the load carried and its distribution, and the Charterer undertakes to accept all such decisions of the captain. The Broker and the Carrier are entitled to utilise any unused space and/or payload for the carriage of their own personnel or cargo.

Deviation - Delay. Deviation from and delay of any of the services considered under this Agreement through the action of or at the request of the Charterer may involve alterations in the charter price. The Charterer shall pay the Broker in addition to the charter price any costs or expenses incurred by the Carrier and/or the Broker rising out of such deviation and/or delay. In latest mentioned case, at least the demurrage rate of the Carrier shall apply. The captain of the Aircraft shall have complete discretion as to where landings should be made, and the Charterer undertakes to accept all such decision of the captain. The times shown in the flight schedule of this Agreement are approximate and not guaranteed by the Broker, who has the right to deviate from the flight schedule due to reasonable circumstances, without any liability. The Broker shall also not be responsible for delays caused by Air Traffic Control, slot restrictions, labour and civil disturbances, mechanical failures, crew duty time limitations, local or national or international regulations, severe weather conditions or other causes beyond their reasonable control. In case of delay in the commencement or completion of any of the services considered under this Agreement caused by the Charterer or anyone acting on his behalf, demurrage shall run against the Charterer for the period of such delay at an amount per block hour as applicable by the Carrier and eventual other costs charged to the Broker due to the delay.

Administrative formalities, travel documents and visas. The Charterer shall comply with and ensure that all passengers accompanying observe and comply with all applicable laws, regulations, orders, decrees, directions, permits, licences and authorities granted for the flights and/or issued by any relevant governmental or other authority, including but not limited to, Customs, Police, Public Health and all other relevant regulations and authorities in the countries in or out of which or through which he is travelling, and that such passengers comply with all relevant requirements, whether documentary or otherwise, in respect of themselves or their baggage and pay all taxes and dues which may be levied in connection with their baggage or otherwise upon such passengers.

The Carrier or the Broker shall not be held responsible for the consequences that result from Charterer's failure to obtain such documents or from Charterer's non-compliance with these laws, regulations and requirements.

The Charterer will indemnify the Carrier or the Broker against any loss, damage or inconvenience incurred by the Carrier or the Broker as a result of a breach by the Charterer or any such person of the aforesaid regulations or requirements.

Prior to travel the Charterer and all passengers accompanying must present all exit, entry, health and other documents required by law, regulation or other requirements of the countries concerned, and permit to the Carrier to make and retain copies thereof. The Broker or Carrier reserve the right to refuse carriage of Passenger if he does not comply with these requirements, or if Passenger's travel documents do not appear to be in order. Neither Carrier nor Broker are liable if, in good faith, either of them is of the opinion that in its view decisive regulations do not allow Passenger's carriage. Furthermore, Carrier or Broker are not liable for damages that arise from non-compliance with formalities if Passenger was accepted for carriage despite his non-compliance.

Passenger must submit to all security controls imposed by the authorities, airports, the Air Carriers or the Broker.

If Passenger is denied entry into any country, he and the Charterer will be responsible for paying any resulting expenses, fines and charges levied against the Carrier or Broker, as well as the cost of transporting Passenger from that country. In this case the Broker will not refund the ticket price collected for carriage to the point of denied entry.

Furthermore, the Broker reserves the right to take all such necessary measures in order to ensure that payment is made, especially by charging the Charterer's credit card.

Failure by the Charterer. The Charterer shall indemnify the Broker against any costs, claims, damages or liability of any sort that may fall upon the Broker by reason of any failure to comply with this Agreement or with any regulation or condition in force at the time of commencement of the flight, and in particular the Charterer shall indemnify the Broker against any damages that the Broker may suffer in the event of the Air Operator's Certificate of the Carrier being withdrawn on the grounds of failure to comply with this Agreement.

Liability / Insurance. Unless otherwise agreed in written in this Agreement, the Broker and the Carrier, their officers, employees and agents who take part in the execution of this Agreement shall never be subject to any other and/or higher liability than the liability provided in the Warsaw Convention of the 12th of October 1929, or that Convention as amended at The Hague on the 28th of September 1955, whichever, is applicable, even when the carriage is not an „international carriage as defined by that Convention. In case of substitution by another carrier, the Convention of Guadalajara of the 18th of September 1961 is applicable.

Data protection and Privacy. During the course of the relationship with the Charterer, the Broker and its authorized representatives may process personal data about the Charterer, for the purpose of the Charterer's purchase and payment of the relevant Ticket, the fulfilment of the Agreement and all associated additional services as well as the implementation of entry and customs procedures. In this regard, the Broker shall ensure that such personal data are collected, held and processed in compliance with any and all applicable data privacy laws, including the General Data Protection Regulation 2016/679 (GDPR) of the European Parliament and of the European Council.

Entire agreement. This Agreement contains the entire agreement and understanding among the parties hereto with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof.

The Broker reserves the right to amend these General Terms and Conditions at any time with effect for the future without obligation to notify the Charterer. These GTC as amended from time to time are published on the website as from the date on which they come into force. By continuing to use the services of the Broker after amendment of the GTC, the Charterer declares his consent to the amendments.

Applicable law / Jurisdiction. The Agreement, that is considered to constitute the entire understanding between the Broker and the Charterer, is constructed according to and governed by the Belgian Laws and the applicable regulations of the European Community. The parties hereby will submit to the exclusive jurisdiction of the Belgian Courts. Any dispute or difference arising out of this Agreement shall be referred to the jurisdiction of the Courts of Antwerp.

If the Broker or the Carrier brings any action or suit to recover payments due under the terms of this Agreement, or to enforce any of its rights or the obligations of the Charterer, the cost thereof, including reasonable attorney's fees shall be borne by the Charterer.