

## SPECIAL CONDITIONS

The standard charter terms apply to these flights. Please note chapter 4.7 which states that the charterer is responsible for any de-icing charges.

Subject to owners approval

### Standard Charter Terms

#### Important Notes:

1. Unless otherwise specified, defined terms have the same meaning as in the [www.avionejet.com](http://www.avionejet.com) terms of use available here.
2. The Baltic Air Charter Association ("BACA") has produced an Industry Standard 'passenger aircraft charter agreement' as a legal guide to its members and their private aviation customers.
3. Aircraft Operators using [www.avionejet.com](http://www.avionejet.com) agree to adopt the following Standard Charter Terms in their dealings with Avione Jet Members. The Standard Charter Terms are modelled substantially on BACA's charter agreement, with the aim of providing consistency of contractual approach for Avione Jet Members.

## PARTIES

**Charterer:** The Avione Jet Member (which shall include its representative(s) as applicable) making the Flight booking using [www.avionejet.com](http://www.avionejet.com) whose details are set out in a Charter Contract.

**Carrier:** The Aircraft Operator whose quotation for provision of a Flight to the Charterer has been accepted by the Charterer in accordance with an Agreement and the terms of [www.avionejet.com](http://www.avionejet.com) (as applicable) as detailed in a Charter Contract.

**Broker:** Avione Jet, with our online technology platform and 24 hour customer service Flight Team, acts as an interface between you (the Charterer) and our network of accredited Aircraft Operators. When booking a charter flight through Avione Jet you will be entering into a direct and legally binding relationship with the aircraft operator. From the time of booking, Avione Jet will support you fully in our position as an intermediary. Our customer service aim is to make your enquiry, booking and flight with the aircraft operator seamless.

## 1. DEFINITIONS

In these Standard Charter Terms unless the context otherwise requires:-

- "Agreement" means these Standard Charter Terms, the Charter Contract and any Special Conditions.
- "Aircraft" means any aircraft (including helicopters) operated in connection with any Flight.
- "Charter Price" means the total amount set out in Avione Jet invoice(s) issued in respect of a single Agreement (which includes Avione Jet's fee for facilitating an Agreement.).
- "Flight" means a flight described in a Charter Contract.
- "Charter Contract" means the online confirmation issued to the Charterer by [www.avionejet.com](http://www.avionejet.com) confirming an aircraft charter and Flight details.
- "Avione Jet" means Avibir Havacilik Hizmetleri Limited Sirketi a Turkish registered company having its registered office at Senlikk y Mah. Yesilkoy Halkali Cd. No 93 Aqua Florya AVM Ofis Kati K: 4 No: 2 Florya Bakirkoy Istanbul/Turkey and VAT number 1061300001 under Kucukcekmece Tax Department.
- "Avione Jet Exchange Rate" means the midpoint rate as published on [www.tcmb.gov.tr](http://www.tcmb.gov.tr), plus a 4% currency administration fee.

- "Avione Jet Members" those persons who subscribe to use the services of Avione Jet as are made available through [www.avionejet.com](http://www.avionejet.com) or through any mobile application made available by Avione Jet from time to time.
- "Avione Jet Tender Process" means the online process by which the Charterer submits a request for fulfilment of a Flight requirement. This is then responded to by one or more Aircraft Operators who can fulfil the Charterer's itinerary requirements, submitting a quotation together with details of any Special Conditions or Charterer requirements.
- "Special Conditions" means those variations to the Standard Charter Terms upon which the Carrier will perform the Flight for the Charterer and which, in the event of inconsistency with these Standard Charter Terms, take precedence as between the Parties.

## 2. CHARTER

The Carrier shall make available to the Charterer the Aircraft as specified in a Charter Contract and the Charterer shall take the Aircraft on charter from the Carrier upon the terms and conditions of an Agreement (including any Special Conditions which have been notified to the Charterer by the Carrier during the Avione Jet Tender Process).

## 3. CANCELLATION

If the Charterer wishes to cancel any Flight(s) after confirmation of the related Agreement, the following rates will be paid immediately by the Charterer to Avione Jet as agreed compensation for such cancellation:

- 50% of the Charter Price if cancelled after completion of an Agreement;
- 100% of the Charter Price if cancelled within 2 weeks before the scheduled departure time as set out in a Charter Contract.

## 4. CHARTER PRICE AND PAYMENT

- 4.1. Avione Jet offers a payment gateway for Aircraft Operators through its services at [www.avionejet.com](http://www.avionejet.com). The Charterer shall pay Avione Jet the Charter Price at the time, in the amount, currency and to the address specified in accordance with the provisions set out therefore in a Charter Contract.
- 4.2. The Charter Price is based on aviation fuel costs calculated on the Booking Date. If, for any reason whatsoever there shall be any increase in the cost of aviation fuel between the Booking Date and the date of operation of any Flight, then the Charterer shall, if so required by the Carrier, pay Avione Jet on demand such amount as shall fully compensate the Carrier for such increase in costs.
- 4.3. The Charter Price is agreed in the currency shown on the Charter Contract. On request from the Charterer Avione Jet in its sole discretion may elect to accept settlement of the price in either in US Dollars, Euros or Turkish Liras. On request, a new invoice will be issued to the Charterer, converting the Charter Price using the Avione Jet Exchange Rate on the date of issue of the invoice. If immediate payment is not received then Avione Jet reserves the right to recalculate the conversion of the Charter Price into the Charterer's requested currency at the date of payment, and issue a revised and/or further invoice for any additional amounts outstanding at the date of payment. All such invoices issued under an Agreement shall evidence the "Charter Price" of that Agreement and are subject to these Standard Charter Terms.
- 4.4. Payment of the Charter Price shall be made directly to the account specified by Avione Jet which is authorised to accept payment on behalf of the Carrier and received in cleared funds in such account. Full payment must be received on receipt of invoice to secure the aircraft (unless

- otherwise specified). At the request and cost of the Charterer, Avione Jet can arrange for prepaid sums to be placed on hold in an escrow account. Time shall be of the essence for payment of the Charter Price and any other sums under any Agreement.
- 4.5. No set-off or counterclaim (whether arising in respect of an Agreement or any other carriage) shall entitle the Charterer to withhold payment of any sums whatsoever payable under or by reason of an Agreement.
- 4.6. The Charterer shall be responsible for reimbursing the Carrier on demand in respect of any de-icing costs incurred in connection with the performance of an Agreement. Avione Jet shall implement a credit card hold of the approximate cost of the de-icing. The customer will be informed before the flight of the credit card hold amount. This credit card hold shall be released on full settlement of the related outstanding invoice in respect of an Agreement by Charterer in accordance with these Standard Charter Terms. If the Charterer fails to make such settlement, the Charterer agrees that Avione Jet shall be entitled to request payment of the sum on hold from the Charterer's credit card.
- 4.7. In the event that the Charterer requests a change in routing or any other significant change (for example flight time change, passenger manifest change, change of airport or additional flight requirements) in respect of one or more Flights being undertaken by the Carrier under an Agreement and such requests are accommodated by the Carrier (which shall be at the Carrier's sole discretion), Avione Jet will issue an amended or replacement Flight Confirmation and the Charterer will pay on demand any additional costs set out therein.
- 4.8. Avione Jet offers [www.avionejet.com](http://www.avionejet.com) as an Aircraft charter booking platform and Avione Jet acts as a facilitator for Aircraft Operators. Avione Jet deducts from the Charter Price a facilitation fee before remitting funds received from the Charterer to the Carrier.
- 4.9. Payment of sums due under these Standard Charter Terms may be made by credit or debit card. Debit and credit card charges are not refundable in the event of: (a) cancellation of Flight(s) or an Agreement, and/or (b) refund of pre-authorised payments taken by Avione Jet from the Charterer's credit card pursuant to clause 4.13.
- 4.10. If the Carrier is unable to perform a Flight in accordance with a Flight Confirmation due to an Aircraft technical failure, Avione Jet shall use its reasonable commercial endeavours to find a suitable replacement Aircraft and shall disclose any extra costs to the Charterer. If Avione Jet's efforts are successful, but the Charterer elects not to accept the replacement Aircraft found by Avione Jet, Avione Jet shall be entitled to retain all sums due to it under these Standard Charter Terms (including Avione Jet's fee for facilitating an Agreement) had the Charterer accepted the replacement Aircraft. If Avione Jet's efforts are unsuccessful, the Charterer's sole remedy shall be a full refund of the Charter Price (less Avione Jet's fee for facilitating an Agreement) in respect of that part of any Charter Contract which cannot be fulfilled due to Aircraft unavailability. Any such refund which relates to a partial cancellation of an Agreement shall be calculated on a pro rata basis as follows: percentage of total Charter Price (less Avione Jet's fee for facilitating an Agreement) to be repaid shall equal the percentage of total flight hours under the Charter Contract which will not be flown due to unavailability of the Aircraft. For example, if 7 flight hours of a total of 28 flight hours chartered were unavailable, the Charterer would be due a refund of 25% of the Charter Price (less Avione Jet's fee for facilitating an Agreement).
- 4.11. Unless agreed in advance of the Flight, WiFi charges are not included within the Charter Price. Any charges by the Carrier for WiFi used, that was not included in the Charter Agreement will be passed onto the Charterer to be paid on receipt of invoice.
- 4.12. If the Charterer pays the Charter Price by bank transfer within 2 weeks before the proposed date of the Flight, then the Charterer shall additionally provide to Avione Jet credit card details using which Avione Jet may complete preauthorisation of the relevant Charter Price plus the 4% transaction fee payable pursuant to clause 4.9. If: (a) the relevant payment by bank transfer is not received by Avione Jet's bank within 3 working days (being any day other than a Saturday, Sunday, or public holiday when banks are generally open for normal business in

Istanbul) after the Booking Date, or (b) the Charterer requests that Avione Jet takes the relevant payment by credit card, then the pre-authorized payment of the Charter Price plus the 4% transaction fee will be taken from the Charterer's card. If a bank transfer is received by or on behalf of Avione Jet after Avione Jet has taken the relevant pre-authorized sums from the Charterer's credit card, then (at the election of the Charterer) either: (i) the bank transfer will be refunded to the Charterer, or (ii) the pre-authorized payment will be refunded to the Charterer's credit card (less the 4% transaction fee paid pursuant to clause 4.10 and any fees or charges levied on Avione Jet in connection with refunding such pre-authorized credit card payment).

- 4.13. Flight bookings are based on internationally recognised ICAO (4 letter) and IATA (3 letter) airport codes and not by airport names which are subject to change and interpretation.

## **5. AIRCRAFT AND CREW**

- 5.1. The Carrier shall be responsible for providing the Aircraft at the scheduled commencement of the Flight in a condition such that it is properly manned and equipped, fuelled and airworthy in accordance with the laws and regulations of the state of registration of the Aircraft. The Aircraft shall be operated by the Carrier in accordance with all applicable laws and regulations during the period of the Flight(s).
- 5.2. Subject to its general operational requirements, the Carrier shall use its reasonable endeavours to:
- 5.2.1. have Aircraft and operating personnel, including cabin staff ready to fly no later than thirty minutes prior to the Flight departure time set out in a Charter Contract;
  - 5.2.2. have an operating personnel member available to meet passengers at entrance to airport, FBO or agreed meeting point; and
  - 5.2.3. have an operating personnel member available to escort customers to their onward transport post disembarking a flight on arrival at destination
- 5.3. Avione Jet shall use its reasonable endeavours to:
- 5.3.1. respond promptly to any Charterer communication and
  - 5.3.2. inform Charterers as soon as reasonably practicable on becoming aware of possible delay for any reason to a Flight schedule. Avione Jet's highest priority is flight safety. As such, the captain of the Aircraft shall have complete discretion concerning preparation of the Aircraft for flight, whether a Flight shall be undertaken and/or whether a Flight is to be abandoned once undertaken. The Charterer shall accept as final and binding all decisions of the captain on all matters relating to the operation of the Aircraft, including any deviation from proposed route or where landing shall be made.
- 5.4. All ground and operating personnel, including cabin staff, are authorised to take orders from the Carrier only unless specific written agreement shall first have been obtained from the Carrier whereby certain defined instructions may be accepted by such personnel from the Charterer.
- 5.5. All Aircraft are designated non-smoking, unless confirmed to the Charterer in writing before the Flight. If smoking takes place on an Aircraft, the Charterer will be liable for all associated cleaning costs charged by the Carrier.

## **6. TRAFFIC DOCUMENTS**

When required, the Carrier shall supply or procure all necessary documents relating to the carriage and Flight undertaken pursuant to an Agreement. The Charterer shall give Avione Jet all necessary information and assistance to complete such documents as soon as possible after the making of an Agreement and, in any event, in sufficient time to be completed for issue to passengers.

## **7. FLIGHT TIMES, LOADING AND EMBARKATION**

- 7.1. The Charterer shall be solely responsible for ensuring that passengers and their baggage arrive at the specified check-in point at the departure airport in sufficient time to be carried on any Flight. In the event that any passenger of the Charterer fails to arrive in sufficient time to be carried on the Flight the Carrier shall be under no liability whatsoever to the Charterer or to such passenger. The Carrier shall be under no obligation to make any alternative arrangements for any such passenger. If the Carrier, in its sole discretion, arranges for any such passenger to be carried on a later flight, the Charterer shall pay on demand to the Carrier or to Avione Jet (as duly authorised to receive payments for the Carrier) such additional sum that the Carrier may specify for each such passenger to cover applicable passenger taxes and the administrative costs of the Carrier thereby incurred.
- 7.2. In the event of any delay (other than any delay for technical reasons the responsibility for which shall lie with the Carrier) deviation or diversion of any Flight, the Charterer shall be solely responsible for any and all accommodation, refreshments, meals, transportation or any other additional costs, expenses, losses, damages or liabilities of whatsoever nature incurred in respect of the Charterer's passengers wherever and howsoever the same shall arise. All such costs, expenses, losses, damages or liabilities incurred by the Carrier shall be reimbursed by the Charterer to the Carrier on demand.
- 7.3. In the event that any passenger of the Charterer is refused entry at any destination airport, the Charterer shall indemnify and keep indemnified the Carrier, its officers, employees, servants and agents against any and all cost or expense whatsoever incurred by the Carrier in respect of that refusal (including but not limited to charges, fee, penalties, imposts or other expenses levied upon the Carrier or Avione Jet by any immigration authority) and , in addition, all cost or expense incurred by the Carrier for any arrangements made by the Carrier to return such passengers to the country from which such passenger was originally carried.
- 7.4. Flights can only be confirmed once full payment has been received. Final cost of Flights is also subject to all crew availability, international overflight permits, airport slots and airport parking being in place and non-availability at any time may result in an increase in price of the charter.

## **8. OBLIGATIONS OF THE CHARTERER**

- 8.1. The Charterer shall comply with all the requirements of the Carrier in relation to the performance of all of the Charterer's obligations as set out in an Agreement.
- 8.2. The Charterer shall hold harmless and indemnify the Carrier and/or Avione Jet (as applicable) from and against all claims, demands, liabilities, actions, proceedings and costs of any kind whatsoever arising from any default on the part of the Charterer or any passenger of the Charterer in complying with any of the provisions of an Agreement.
- 8.3. The Charterer shall comply in all respects with the conditions of all permits, licences and authorities granted for the Flights and will procure such compliance on the part of all its passengers (including pets).
- 8.4. The Charterer shall be responsible for the issue and delivery of all necessary passenger tickets, baggage checks and other necessary documents to all passengers.
- 8.5. The Charterer shall comply and shall procure that all its passengers (including pets) shall comply with all applicable customs, police, public health, immigration and other lawful regulation of any state to/from or over which the Aircraft is or may be flown.

## **9. EXCLUSION OF LIABILITY/INDEMNITY**

- 9.1. The Carrier shall be under no liability to the Charterer for any failure by it to perform its obligations under an Agreement arising from force majeure, labour disputes or strikes of any kind (including those of Carrier personnel) or lockouts or any other cause beyond the control of

- the Carrier including accidents to or failure of the Aircraft engines, or any other part thereof or any machinery or apparatus used in connection therewith.
- 9.2. The Charterer shall indemnify the Carrier against any loss, damage, liabilities, costs or expenses of whatsoever nature caused to be suffered or incurred by the Carrier and its officers, employees agents or subcontractors arising out of any act or omission of the Charterer or its officers, employees or agents whether arising in contract or tort (including negligence) or otherwise.
  - 9.3. The Carrier shall not be deemed to undertake any carriage to which an Agreement relates as a common carrier.
  - 9.4. Carriage performed under a Charter Contract shall be subject to the conditions of carriage contained or referred to in the traffic documents of the Carrier including its applicable 'General Conditions of Carriage'.

## **10. TERMINATION**

- 10.1. Each Agreement may be terminated immediately upon written notice from Avione Jet or the Carrier if the Charterer:
  - 10.1.1. defaults in the payment of any amount payable hereunder on due date; or
  - 10.1.2. behaves in a manner which in the reasonable opinion of Avione Jet is likely to bring Avione Jet into disrepute or otherwise to compromise or adversely affect the reputation and standing of Avione Jet.

## **11. EFFECT OF DEFAULT**

- 11.1. If an Agreement is terminated, then the Charterer shall (without prejudice to any other rights and remedies which the Carrier may have) pay forthwith to Avione Jet, as payment gateway for the Carrier, all amounts then due and unpaid to the Carrier hereunder, together with interest thereon (if any) and the Charterer shall indemnify and keep the Carrier indemnified against all loss, damage, costs, expense, claim or liability incurred or sustained by the Carrier as a result of such termination and the Carrier shall be entitled to retain any initial deposit paid by the Charterer.
- 11.2. The Charterer shall indemnify the Carrier against any claims by any passenger of the Charterer arising out of the termination of an Agreement.

## **12. SET-OFF AND APPLICATION OF MONEYS**

Only Avione Jet, as payment gateway for the Carrier, may at any time without notice to the Charterer at its discretion setoff any amounts paid by the Charterer to the Carrier and/or Avione Jet hereunder against any amounts then due to the Carrier and/or Avione Jet under an Agreement or against any amount otherwise due at such time from the Charterer to the Carrier and/or Avione Jet.

## **13. GENERAL**

- 13.1. Any notice required to be given under an Agreement shall be in writing and shall be deemed duly given if left at or sent by first class post, email or facsimile message to the address herein stated of the party to whom it is to be given. Any such notice shall be deemed to be served at the time when the same is handed to or left at the address of the party to be served and if served by post on the day (not being a Sunday or Public Holiday) next following the day of posting or if served by email or facsimile message upon the day such message is sent.

- 13.2. The Charter Price, payment terms and other commercial terms contained in each Agreement are confidential to the parties and may not be disclosed to third parties without prior approval.
- 13.3. Each Agreement shall be governed by and interpreted in accordance with Turkish law and the parties hereto hereby submit to the non-exclusive jurisdiction of the Istanbul Courts.
- 13.4. Charter Contracts (including any Special Terms) may be executed:
  - 13.4.1. electronically (using electronic signature, advanced electronic signature, email, or otherwise) or by physical (written) signature of the relevant Charter Contract and/or Special Terms (as applicable). If the Charter Contract and/or Special Terms (as applicable) is executed electronically, the Charterer and Avione Jet each hereby irrevocably consent to such Charter Contract or Special Terms (as applicable) being communicated, presented, and retained (wholly or partly) in electronic form; and
  - 13.4.2. in any number of counterparts, including electronic counterparts, each of which (including electronic counterparts) will be an original but all of which together will constitute one and the same instrument. No counterpart (including electronic counterparts) shall be effective until each of the Charterer and Avione Jet has executed at least one counterpart.