

Booking guarantee against aircraft damage

SVK Version:

Vážený obchodný partner,

V záujme skvalitňovania našich služieb a zachovania prvotriedneho servisu za každých okolností, rozhodli sme sa ponúknuť Vám pri rezervácii letov doplatkovú službu **“tzv. garancia bookingu”** v prípade, v zmysle garancie poskytnutia náhradného lietadla v prípade, že lietadlo ktoré ste si pôvodne vybrali a záväzne rezervovali pre Váš budúci let sa v čase medzi potvrdením lietadla a vykonaním samotného letu stane z akéhokoľvek dôvodu (zväčša technického) nepoužiteľným. **Suma “tzv. garancie bookingu” predstavuje 8 % z predajnej ceny za let** a predstavuje garanciu poskytnutia náhradného lietadla rovnakej kategórie (zodpovedajúceho počtu sedadiel a veľkosti kabíny) a to aj v prípade že cena letu na náhradnom lietadle bude presahovať zmluvne stanovenú sumu.

V prípade, že si túto službu nezvolíte, budeme napriek tomu nápomocní pri nájdení náhradného lietadla, maximálne však do sumy za ktorú bolo zazmluvnené Vami pôvodne vybrané lietadlo (avšak v tomto prípade negarantujeme rovnaký typ, stav ani veľkostnú kategóriu nájdenej náhrady), alebo pristúpime k zrušeniu letov a vráteniu zaplatenej sumy za let (alebo jej alikvótnej časti ak bola už na lietadle vykonaná časť letového programu alebo vznikli operátorovi iné náklady spojené s letom) späť na účet platiteľa.

Veríme, že aj touto službou prispeje k ešte kvalitnejšiemu poskytovaniu služieb súkromného letectva ktoré si zaslúžite.

V prípade záujmu o využitie tejto služby, oznámte to prosím obchodnému zástupcovi firmy Elite jet s ktorým potvrdenie letov komunikujete.

ENG version:

Dear business partner,

In the interest of improving our services and maintaining first-class service in all circumstances, we have decided to offer you an additional service when booking flights, called **“booking guarantee”**, in the sense of a guarantee for the provision of a replacement aircraft, in the event that the aircraft you originally selected and committed for your future flight becomes unusable for any reason (mostly technical) between the confirmation of the aircraft and the flight itself. The sum of the **so-called “reservation guarantee” represents 8 % of the selling price per flight** and represents a guarantee of providing a replacement aircraft of the same category (corresponding to the number of seats and cabin size), even if the flight price on the replacement aircraft exceeds the contractually agreed amount.

If you do not choose this service, we will nevertheless assist in finding a replacement aircraft, up to the amount for which the originally selected aircraft was contracted (but in this case we do not guarantee the same type, condition or size category of the found replacement), or cancellation of flights and refund of the amount paid for the flight (or an aliquot part thereof if part of the flight program has already been performed on the aircraft or other costs associated with the flight have been incurred by the operator) back to the payer's account.

We believe that this service will also contribute to an even better provision of private aviation services that you deserve.

If you are interested in using this service, please notify the Elite jet sales representative with whom you are communicating the flight confirmation.

General Terms and Conditions of Business

The following General Terms and Conditions of Business of Elite jet, s.r.o. are an integral part of each Charter Agreement with Elite jet, applicable in their current version at the time of conclusion of the corresponding agreement. Differing or contradicting agreements shall not be recognized by Elite jet unless they are expressly approved by Elite jet in writing. All changes, modifications and repairs made by Charterer will only be accepted if they have been approved by the operator. Spontaneous modification of the text of the contract without revision and approval from the operator will not be recognized by the operator as valid and will not be taken into account.

These Terms and Conditions apply to Charterer and third parties named by the Charterer who will use the air transportation service provided by Elite jet such as business organizations, business people and private consumers, unless a distinction is made in the corresponding clause.

1. Existence of a Charter Agreement:

The charter agreement will enter into force upon signature by the lessor, delivered to Elite jet electronically, on time and in writing.

After receiving a question from a charter customer, Elite jet will submit a non-binding proposal in writing. The proposal shall include the key details of the corresponding flight (aircraft type, flight schedule and price). If the charter confirms in writing the information provided in the proposal and wishes to make a reservation, Elite jet will send the Charter Charter together with the General Terms and Conditions, which it will sign and return. After the signing of the charter agreement by charter and Elite jet, a binding charter agreement will be created.

The service offered will continue to depend on the availability of the aircraft and crew and will depend on the technical feasibility of the flight. Any change made by the lessee following the signing of a charter agreement by both parties, relating to a change of place of origin or destination airport, a request for another sector, an increase in passenger numbers or a request for additional passengers in any sector, must be agreed with. both sides!

2. Air Transportation Services

The Charter Agreement entitles the Charterer to an air transportation service in accordance with the relevant air transport legislations. Both the Charterer and/or third parties to be named by the Charterer shall be entitled to this service if their health condition allows them safe air transportation without jeopardizing their existing health condition. The Charterer shall remain the sole contractual partner. The Charter Agreement shall include transportation of all passengers' baggage, unless otherwise agreed. The number and weight of baggage that can be carried depends on the number of the passengers, the aircraft booked and expected weather conditions. The passenger(s) must be informed by Charterer about maximum baggage allowance (number and weight of bags) during the booking process. The pilot is entitled to reduce the maximum baggage allowance (weight) per passenger for safety reasons, on a case-by-case basis.

The chartered air transportation service shall comprise transportation by air on the booked aircraft and with the legally defined crew, from the agreed point of departure to the agreed point of destination, or to the alternate airport if due safety, weather, other operational reasons or force majeure aircraft was not able to land to agreed point of destination.

3. Performance of contract

In exceptional cases, Elite jet is, where there is good cause, entitled to change, postpone or cancel the flight for the reasons relating to the safety, technology, Governmental Regulations, weather, denial of traffic rights, or force majeure. Elite jet shall not be liable for any resulting costs or damages, with the exception of costs or damages caused by intent or gross negligence. Should Elite jet be unable to complete the agreed flight,

the price of the flight shall be reduced pro rata in accordance with the extent to which the flight was completed and the number of flight hours. This shall not apply if the flight does not take place or is not completed due to factors for which the Charterer, a passenger(s), or individuals for whom they are accountable, is responsible.

Should the flight deviate from the agreed routing, for reasons relating to the safety, technology, weather or force majeure, and aircraft lands at the airport other than destination airport, or alternate to destination airport, Elite jet shall not be liable for any resulting costs or damages, with the exception of costs or damages caused by intent or gross negligence, and the Charterer shall pay to Elite jet any additional costs arising from the corresponding actions taken, such as costs to continue the air trip to agreed destination.

Should the flight deviate from the agreed routing, for the reasons to the weather at the agreed destination airport, and aircraft lands at planned alternate airport Elite jet shall not continue to the agreed destination airport if and when the weather improves. Contract shall be taken as fulfilled by the Elite jet and Elite jet shall not be liable for any costs or damages on the side of the Charterer, or responsible to arrange other means of transportation of the passenger from alternate airport to planned destination, on Elite jet's account.

Should the flight lands or take off from the airport, in the city which have more than one suitable airport, other than airport indicated in the Charter Agreement, due airport operational reasons, ATC restrictions (slots), force majeure, Elite jet shall not be liable for any resulting costs or damages to Charterer, with the exception of costs or damages caused by intent or gross negligence, and the Charterer shall pay to Elite jet any additional costs arising from the corresponding actions taken.

Elite jet is entitled, at any time, to substitute the aircraft only with one of the aircraft's from its fleet, Elite jet shall notify the Charterer of any such changes, as soon as possible, before departure. A change in the aircraft does not entitle the Charterer to withdraw from the Charter Agreement. In the event of the aircraft replacement by Elite jet's entitlement to payment for the price of the flight remains valid and unaffected, and the Charterer shall pay any additional costs arising from the corresponding actions taken.

4. Included/ exluded costs

Stated price includes:

- standard vip cold refreshment (variety of cheeses, meats, salads and fruits), additional catering available upon request and for extra charge.
- all aerodrome/handling/ pax charges associated with the flight subject to this avinode quotation (for VIP Handling/ GAT/vip lounges pls ask separately)
- Italian luxury tax

Stated price excludes:

- flight attendant on board service
- de-icing cost on all legs associated with contracted schedule
- transport from/to the airport,
- credit card payment surcharge for VISA and Master card (3%)
- VAT if applicable for any services
- crew visa if applicable for any flights within Russia

All changes and additional agreements shall be pursuant to the Slovak laws. GTC of ELITE JET are an integrated part of this Charter Contract, and the Charterer confirms, that he is familiar with the GTC in its full content and agrees irrevocably to its effectiveness.

4. Transport of Dangerous goods, animals and other objects

4a. Carriage of expectant mothers

The following regulations apply for safety reasons and to avoid health risks for expectant mothers. The Elite jet will only carry expectant mothers with a certificate that passengers are able to travel. Elite jet is entitled to request the submission of a medical certificate from the attending physician on the appropriate state of health of the mother, otherwise, the captain of the aircraft may decide that expectant mother will be excluded from transport.

4b. Carriage of infants

Due to the risk of possible damage to health, Elite jet recommends that newborns do not fly for 7 days. Infants travel during take-off and landing on the lap of their parent, guardian or accompanying passenger and are secured with a safety belt designed for that purpose.

4c. Carriage of pets

Owing to safety reasons and because of the limited space available, Passengers are entitled to demand the transport of pets only if Elite jet has been notified at the time of booking and has confirmed carriage of the pet. Charterer is responsible that the pets comply with the requirements in the country of destination. Each animal transported should weigh up to 8 kg and should be transported in a transport box specially designed for the transport of animals. The transport of larger domestic animals (over 8 kg) will be assessed individually. However, each animal transported must have a pet passport, a chip and veterinary certificates of adequate animal health.

Elite jet is DEFRA approved carrier and can bring pets in UK only through following airports:

- London-Stansted, Luton, Farnborough, Biggin Hill
- Doncaster
- Birmingham
- Manchester

4d. Carriage of baggage

4da. Excess and general baggage

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

Flights are being calculated according to Regulation (EC) No216/2008 and its Implementing Rules. Passengers are obliged to notify Elitejet of all excess and general baggage, stating the dimensions and weight of the items such as but not limited to sports equipment, pushchair/buggy and child's car seat.

All changes regarding composition of passengers or number and weight of bags must be reported to Elitejet minimum 3 hours before scheduled departure.

If the Passengers did not provide exact weight of all baggage within requested time Elite jet will not be responsible for departure delay caused by measuring the weight of baggage due to process of recalculation of weight and balance of the aircraft.

The carriage of excess and general baggage shall be decided on the basis of the available hold capacity and security regulations for each flight at the sole discretion of the pilot in command. Accordingly, Elite jet reserves the right to accept only a limited quantity or refuse the carriage of excess or general baggage entirely.

4db. Transport of dangerous goods and other objects

Objects that may endanger the aircraft or persons on board must not be carried. All passengers are obliged to inform themselves in advance whether the goods they plan to transport do not belong to the group of dangerous goods / objects. If the passenger carries dangerous goods on board, as defined in the Slovak air transport of dangerous goods, either with him or in luggage, especially without restriction of weapons or objects that can be used as weapons, passengers must show them to the pilot before the start of the journey. The pilot decides whether and how to carry such weapons or objects and is entitled to cancel the flight if he / she fears that individuals or aircraft may be endangered. No objects, bulky baggage, etc., are allowed on board, if there is any risk of serious injury or damage to individuals or damage or design of the aircraft.

4e Electronic equipment

For safety reasons, the use of all personal electronic devices is strictly prohibited during take-off and landing. The use of mobile phones is not permitted throughout the entire flight. The use of other electronic devices is permitted only with the consent of the pilot in command.

Portable Electronic Devices (PEDs, Lap Top, Mobile phones ect.) containing lithium batteries carried by passengers can only be carried in the passenger cabin, on the person or in the carry-on baggage.

4f Smoking and electronic cigarettes

Smoking aboard ELITE JET aircraft is strictly prohibited. Additional Costs for cabin cleaning will be charged to Charterer.

Electronic cigarettes, also called personal vaporizers or electronic nicotine delivery systems are allowed to be carried only in the cabin, where an possible incident can be immediately mitigated, and not in checked baggage.

5. Payment

Unless otherwise agreed, payments are due immediately and in full following receipt of the invoice and must be on Elite jet's account before commencement of the flight. In the case of late or incomplete payments, Elite jet reserves the right to cancel the Charter Agreement at the expense of the Charterer and deny boarding.

6. Delays caused by the Charterer

Should the period of time for which the aircraft is available to the Charterer, in accordance with the Charter Agreement, be exceeded because passengers and their baggage are not ready in good time, or because travel documents or other documentation required for the journey are not available, or due to other acts or failures on the part of the Charterer, his employees, representatives, agents or passengers, and should this delay lead to significant additional costs, Elite jet is entitled to demand that the Charterer reimburse these costs.

7. Cancellation policy

If the Customer cancels a flight that was booked according to the Charter contract he is obliged to cover the following cancellation fees:

- less than 24 hours or without notice/ arrival to transport – 100 % of the Transport Price;
- 3-7 days prior departure – 25 % of the Transport price;
- more then 7 days prior departure – 10 % of the Transport price; minimum EUR 1,000.-

It should be clear that this charter contract shall become legally binding, at the moment, both parties have duly signed this document – until this point of time, this charter contract shall have no legally binding effect.

8. Substitution or Subcharter of aircraft

This price offer is specific to the given type of aircraft and Elite jet reserves the right to provide the customer with the same or a similar type of Elite jet fleet aircraft for the same costs. In the event that the agreed aircraft type is not available, Elite jet is entitled to provide a smaller type aircraft with a modified price offer. In the event that the customer does not agree with a lower value aircraft, Elite Jet may lease an aircraft of the same value and charge it any additional costs.

9. Authorization of audiovisual works

Elite jet reserves the right to authorize the content or prohibit the publication of any audio-visual works or photographs taken on board the aircraft or in the vicinity of the aircraft before, during or after the flight before their publication. Elite jet may request their modification in order to remove the visible identification marks of the aircraft (registration number, name of the operator, name of the aircraft owner, etc.) or their complete invalidation if there is a concern that the photos or audio-visual works will damage the good name of the operator, or the conduct of passengers in any way may cast doubt on the company's established flight standards.

10. COVID-19 principles of protection

In order to protect our employees coming into contact with passengers and the aircraft fleet, company Elite jet complies with all regulations of the WHO, the Civil Aviation Section of the Ministry of Transport and Construction of the Slovak Republic and the Department of Chief Hygienist of the Ministry of Civil Aviation.

Elite jet has issued a regulation binding on all the above-mentioned employees of the company, the content of which is the implementation of the procedures set out in the documents issued by the European Union Aviation Safety Agency.

10a Passenger management

Passengers are obliged to comply with all safety regulations and instructions of the crew related to the transport of persons and their luggage before, during and after the flight. In the event of a breach, we reserve the right to take safety measures at any stage of transport.

Passengers are obliged to observe the following precautionary measures:

- Covering upper respiratory tract – wearing face mask, veil, scarf, shawl...(exemptions are described below)
- Hand hygiene – by washing with water and soap or, where this is not available, using alcohol based hand sanitising solution.
- Avoiding touching the face, nose, eyes and mouth.
- Respiratory etiquette – covering the mouth and nose with a paper towel cover or a flexed elbow when sneezing or coughing, even when wearing a mask.
- Limiting the direct contact (touch) of any surfaces in the airport and on the aircraft to only when necessary.
- Maintain physical distancing between individuals of 1.5 metres as much as is possible in the airport (and on board of the aircraft if possible)
- Reducing the use of individual air supply nozzles to the maximum extent possible, unless otherwise recommended by the aircraft manufacturer

Passengers should be reminded that typically, face masks should be replaced after being worn for 4 hours, if not advised otherwise by the mask manufacturer, or when becoming wet or soiled, and that they should ensure a sufficient supply of masks adequate for the entire duration of their journey.

PLEASE NOTE, WE DO NOT AGREE IN-FLIGHT RELATIONS WITH OUR INSULATION CHAMBER AND COVID-19 POSITIVE PERSONS!