



Charter Sales General Terms and Conditions

The following Charter Sales General Terms and Conditions are part of the Flight Confirmation / Charter Agreement between the customer and Jet Pool Network Luftverkehrs GmbH. Changes to these terms are valid only, if confirmed in writing by Jet Pool Network Luftverkehrs GmbH.

Conditions of Carriage

The subject of this contractual agreement is the transport of passengers and/or goods from the point of departure to the point of destination as stated in the Jet Pool Network Luftverkehrs GmbH Flight Confirmation/Charter Agreement. The customer or its passengers do not have any rights to directly or indirectly interfere with the operation of the aircraft. The customer agrees that he rented the complete aircraft with the crew for his own use. Our aircraft are operated under Swiss and European AOC Holders. The Jet Pool Network Luftverkehrs GmbH Charter Conditions of Carriage apply to this transport. Should an aircraft be sub-chartered from another operator, the Conditions of Carriage of that operator apply together with the regulations of the relevant country, and where applicable, the 1929 Warsaw Convention as amended by the 1955 Hague Protocol.

Aircraft availability

The quotation is aircraft specific and is thus subject to aircraft availability. Jet Pool Network Luftverkehrs GmbH reserves the right to provide at any time the customer with another similar aircraft at the same cost should the offered / booked aircraft be unavailable. Aircraft are booked on a first come / first serve basis, but we always do our utmost to comply with your request. If no aircraft can be found, Jet Pool Network Luftverkehrs GmbH reserves the right to cancel the order without any compensation to the customer.

Fuel price

This quotation is subject to fuel price fluctuations.

Increased costs / delays

Should there be any en-route charges or other increased costs due to route changes, or delays as a result of customer requirements, or diversions due to safety considerations, the customer will be billed for such costs. Jet Pool Network Luftverkehrs GmbH takes absolutely no responsibility with regards to visa requirements of its passengers. Should there be any levy due to the lack of required entry documents of passengers or cargo, the customer will be billed for such costs.

Terms of payment

The customer shall make the payment, if not other stated in writing, at the latest 48 hours prior to departure by bank transfer to the following bank account:

Bank:	Hypo-Alpe-Adria Bank, 1010 Vienna, Austria		
Account Number:	00009217258 (EUR)	00009217959 (CHF)	00009217967 (USD)
IBAN:	AT52 5200 0000 0921 7258	AT40 5200 0000 0921 7959	AT18 5200 0000 09217967
Swift Code:	HAABAT2K		

Cancellation Fees

Should a confirmed flight be cancelled, a cancellation fee will be levied as follows:

> 14 days prior to departure:	0% of the total amount
10-13 days prior to departure:	10% of the total amount
5-9 days prior to departure:	20% of the total amount
3-4 days prior to departure:	30% of the total amount
1-2 days prior to departure:	40% of the total amount
< 12-24 hours prior to departure:	50% of the total amount
< 12 hours prior to departure:	80% of the total amount plus all ferry flight related costs, should these costs exceed 80% of the total amount

Postponed flights

Should a confirmed flight be postponed, Jet Pool Network Luftverkehrs GmbH reserves the right to provide the customer with another similar aircraft, should the booked aircraft be unavailable. The customer will be charged for any increased costs involved.

Brokerage

Should Jet Pool Network Luftverkehrs GmbH fly by order of a third party (brokerage), the broker and the customer are jointly liable to Jet Pool Network Luftverkehrs GmbH for the fulfilment of all payments. Jet Pool Network Luftverkehrs GmbH offers to brokers are net and do not include any commission.

Prohibited and Dangerous Goods

Dangerous goods must be declared as per dangerous goods regulations. Goods must be packaged and marked correctly according to the appropriate authorities. Items which carriage is prohibited by the applicable laws and regulations of the country of departure or destination or which may endanger the safety of the aircraft will not be accepted. If, despite the above prohibitions, any items are included in the baggage, Jet Pool Network Luftverkehrs GmbH may not be held responsible for any loss or damage of such items.

Venue for legal disputes

In the event of any dispute arising from this contract, the pertinent court of Vienna shall have sole jurisdiction and Austrian procedural law shall apply.