Terms & Conditions for AIR X Charter Ltd

Air X Charter Ltd | The Old Treasury Building | Saint Angelo Waterfront | Vittoriosa BRG 1721 | Malta

The following Charter Terms and Conditions (hereinafter “Charter T&Cs”) are an integral part of the agreement between Air X Charter Ltd. (hereinafter “Air X”) and the Customer wherein Air X provides one or more Charter Flights for the Customer. Any amendments to these Charter T&Cs are only valid if such variation or amendment has been confirmed by Air X in writing to the Customer.

1 - Scope

The subject of the contractual agreement is the transport of Passengers and/or goods from the point of departure to the point of destination as stated in the confirmation. Air X reserves the right to utilize any empty capacity the aircraft may have, including any empty legs of the flight, before, during or after the period in which the aircraft is available to the Customer, without any compensation to the Customer. Air X is entitled to change the route, flight schedule, seating, cruising altitude and take-off weight if these are required under certain operational circumstances not caused by Air X. The decision to make any such changes remains with the Pilot in Command.

2 - Parties

The Client is an authorized representative of Air X on the confirmation shall constitute a binding offer by Air X to the Customer. The acknowledgement of the Client by signature of the signed confirmation constitutes a contract of carriage between the Customer and Air X. Air X explicitly reserves the right to execute the charter services. The Customer acknowledges on behalf of its Passengers, and hereby warrants its authority to give such acknowledgement on their behalf, that no contract of carriage will exist between the Customer’s individual Passengers and Air X, notwithstanding the issuance of a Passenger ticket by Air X. Any third Party between Customer and Passenger, and Passenger shall remain jointly liable for the payment of the Charter Flight and any additional costs according to Chapters 6, 8, 15 as, all the cost of any damages or damage by Passenger. It is the responsibility of the Customer to ensure that the Passenger(s) and any relevant third Party is informed of, and abides by, these Charter T&Cs.

3 - Validity of the Offer

A quotation is, prior to acceptance thereof and the constitution thereby of a contract, non-binding. Air X reserves the right of withdrawal of quotations even after receipt by the customer prior to its acceptance. A quotation can be given by phone, email or fax.

4 - Currency

All prices are in EUR, unless another currency is indicated by Air X. Invoices are payable in EUR, unless another currency is indicated by Air X.

5 - Fuel Price

The quotation is subject to industry and related fuel price fluctuations. If the fuel price increases more than 1% and the aircraft will be the same, Air X reserves the right to adjust the fuel price accordingly. In case of agreed aircraft type is not available to the Customer, and another aircraft type of the Air X Fleet at no extra charge. If the fuel price decreases, the fuel cost will be reduced as well.

6 - Included Costs

Aircraft costs including crew, fuel, maintenance, air travel, navigation and airport charges, General Aviation Terminal(s), on flights longer than 75 minutes in flight Air X standard catering depending on flight time and time of day, Passenger and cargo insurances and taxes.

7 - Excluded / Additional Costs

Fuel and Insurance Surcharges, VIP Terminal, de-icing of aircraft, 1st-/2nd-class, SAMWIS services and special catering requests such as e.g. vegan or sulphur and special wines or spirits and any other costs for specially requested items or services will be invoiced separately, at cost, and reimbursed to Air X. The quotation is based upon the Charter Flight only requiring a two-pilot-crew. Crew duty time is the maximum crew duty time and Air X’s ability to execute the changed flight schedule are always subject to availability of additional crew. Customer acknowledges that if Air X has to use an additional or second flight crew, then there might be crew in the cabin during the flight and the crew might be separated with a curtain/cabin divider.

8 - Substitution Subcraft of Charter, Schedule amendment

The confirmation is aircraft type specific and Air X reserves the right to provide the Customer with equal or better aircraft type of the Air X Fleet at no extra charge. In case the aircraft type as specified in the quotation is not available to the Customer, the event does not agree to an aircraft of lesser value than specified in the quotation shall be subject to the following conditions: the Customer is entitled to be invoiced a credit note of a reasonable proportion for the in-house or more Charter Flights for the Customer. Any amendment or variation of these Charter T&Cs is only valid if such variation or amendment has been confirmed by Air X in writing to the Customer.

9 - Cancellation

In case of (i) cancellation of any booked flight by the Customer, (ii) a delay of any Passenger and/or Passenger leading to Air X having to cancel the booked flight, (iii) a No-Show of either the Customer and/or any Passenger due to their failure to comply with the provisions. In order to ensure performance of the aircraft’s next scheduled flight, and taking into account an actual pre-estimate of the actual costs to Air X when a Customer cancels a flight or Air X is forced to cancel a flight due to the conduct of the Customer and/or any Passenger, the Cancellation/Refund will apply as advised to the Customer in accordance with the confirmation based on the scheduled timeline of departure of such flight.

10 - Passenger/Cargo Documents

All Passengers have to comply with any requirements (e.g. immigration, customs, agriculture) at each destination. Passengers have to be in possession of a valid passport plus, where necessary, a visa. Air X takes absolutely no responsibility in case of non-compliance with any customer’s requirements by the Passenger(s). There should be any substitution, fees, or similar due to non-compliance, the Customer will be billed for such costs. Air X takes absolutely no responsibility with the regard to visa requirements of Passengers. Should there be any due to the lack of required entry documents of Passengers or cargo the Customer will be billed for such costs.

11 - Payment

The Customer shall make payment according to the above-mentioned terms of payment by bank transfer to the advised bank account. If not otherwise agreed and stated on the invoice, all payments are due and to be paid prior departure, with the full amount into our account not deducted by any bank charges whatsoever. Should Air X be by order of a third party (any Party between Customer and Passenger) be unable to bill the Customer, Air X shall remain severally liable to Air X for the fulfillment of all payments. Air X’s offers are not and do not include any commission.

12 - Cancellation

Air X undertakes to make all reasonable efforts to ensure the highest flexibility for the Customer / Passenger. If Air X is unable to accommodate the revised schedule change to the flight booking, the Customer shall be liable to ensure the original confirmed flight booking is undertaken or pay the applicable Cancellation Fee. It is the Customer’s responsibility to ensure that Passengers arrive adequately in advance of the scheduled departure time. The Customer shall be liable for any late arrival of Passengers. Due to Crew Duty Time Limitations Air X reserves the right to depart without any Passenger(s) in order to ensure the commencement of the next scheduled flight. Such late arrival of Passengers will also be classified as a cancellation by Air X: Air X will not be liable to the Customer for any loss or expense incurred by the Customer or any Passenger due to their failure to comply with the provisions. In order to ensure performance of the aircraft’s next scheduled flight, and taking into account an actual pre-estimate of the actual costs to Air X when a Customer cancels a flight or Air X is forced to cancel a flight due to the conduct of the Customer and/or any Passenger, the Cancellation/Refund will apply as advised to the Customer in accordance with the confirmation based on the scheduled timeline of departure of such flight.

13 - All-cancellation fees are subject to a minimum payment of €1,000 which is a reasonable pre-estimate of any additional costs to be incurred by Air X which cannot be avoided, costs associated with the prior positioning of the aircraft, the arrangement and movement of flight crew, administration and the logistics involved in organizing the flight and any extra services. Notwithstanding the provisions of this condition 12, if a flight is cancelled not as a result of actions of Air X, the costs of any additional goods and/or services arranged by Air X at the Customer’s request through third party supplier(s) similarly to the actual booked flight shall also remain the responsibility of the Customer and shall be charged to the Customer at the cost price of Air X.

Any reimbursement of flight charges and any other amounts paid by the Customer in advance of the booked flight shall be subject to the deduction of any Cancellation Fees in accordance with this condition 12 and the balance of the sum paid by the Customer, shall be repaid to the Customer within 7 days of the date of receipt of the last invoice, for all the original booking costs. Invoices will be issued only, costs associated with the prior positioning of the aircraft, the arrangement and movement of flight crew, administration and the logistics involved in organizing the flight and any extra services. Notwithstanding the provisions of this condition 12, if a flight is cancelled not as a result of actions of Air X, the costs of any additional goods and/or services arranged by Air X at the Customer’s request through third party supplier(s) similarly to the actual booked flight shall also remain the responsibility of the Customer and shall be charged to the Customer at the cost price of Air X.

14 - Smoking

Smoking may be prohibited on some Air X flights depending on the individual aircraft. Additional costs for cabin cleaning will be charged to Customer.

15 - Captain’s Authority

The pilot in command shall at all times be entitled to take all necessary measures for safety reasons. The pilot has the authority to decide with regard to Passenger’s seating as well as bagga...