

General Terms & Conditions

Altavia GmbH

ALTAVIA 

Altavia GmbH
Claude-Dornier-Str. 1 · D-82234 Weßling
Special Airport Oberpfaffenhofen
Part of the Air Independence Group
– referred to below as “Altavia” –

Part I: Flight and Auxiliary Services

1. Planned Flight Schedule

The flight schedule is under the provision of the allocation of all slots, parking positions, weather, traffic rights, overflight permits and all other permits and allowances required to perform the flight(s).

2. Price

Included in the charter price:

- The flight(s)
- Passenger taxes for the stated number of passengers
- Safety fees

The total price contains the aforesaid services, which are fixed when the Charter Agreement is concluded. Depending on occurrence or utilisation, the auxiliary costs listed below can be added as these are not fixed when the Charter Agreement is concluded:

- Changes to the aforesaid travel schedule
- De-icing the aircraft
- Usage fees for the Internet, WLAN or on-board satellite phone
- Downtimes, airport operator fees, hangar costs, positioning costs due to refused parking or other airport or operator costs
- Fees/costs caused by the passengers associated with cleaning or repair work in and on the aircraft

Auxiliary costs due by

Upon receipt of invoice.

Bank account of Altavia

Bank: Sparkasse Pfaffenhofen a. d. Ilm

IBAN: DE62 7215 1650 0009 2388 09

BIC: BYLADEMIPAF

The auxiliary costs are such levied by third parties, either as they are incurred because they are necessary to perform the flight (e.g. charges for de-icing), or because services are utilised by the customer or the passengers (e.g. usage fees for the Internet). These auxiliary costs shall be subsequently invoiced by Altavia in accordance with the expense incurred.

3. Special Provisions for Cancellations

(If no special provisions for cancellations are made here, the cancellation policies mentioned in the order confirmation apply.)

Part II: General Conditions to the Charter Agreement

1. Contracting Carrier and Actual Carrier

Altavia does not perform the flight itself, but rather has this performed by another carrier. This carrier is therefore the “actual carrier” in the sense of Art. 39 Montreal Convention, § 48b of the German Air Traffic Act and the actual carrier in the sense of the German Passenger Rights Regulation and is referred to below as the “actual carrier”.

Altavia acts towards the customer as the contracting carrier in the sense of the Montreal Convention and/or of the German Air Traffic Act. The operation of the aircraft and the performance of the flight in question are the responsibility of the actual carrier, which therefore has complete control over operations of the aircraft and the performance of the respective flight.

In particular, the captain of the aircraft has the right to decide, in his own good judgement, upon all matters, which concern the preparation of the aircraft for flight and the flight itself. This includes all decisions necessary for the safety of the flight traffic or on the basis of official or legal requirements (e.g. whether the flight can take place, which route is to be taken, if any deviations to this are required, the time and place of landing as well as any other matters that concern the flying of the aircraft).

2. Duties of Altavia

Altavia shall arrange the charter flight with the actual carrier and, as the contact person, undertake the coordination of information necessarily exchanged between the customer and the actual carrier. Altavia will fulfil its duties under the Charter Agreement with appropriate care.

3. Duties of the Customer

The customer shall provide a definitive list of passengers on the respective flight to Altavia at the latest **48 hours** before the flight commences.

The customer is furthermore obliged to provide Altavia with other information requested by Altavia, insofar as this is necessary to perform the flight (e.g. because laws must be upheld in the country of departure or arrival).

The customer is responsible for providing Altavia completely and correctly with all the information requested by Altavia.

The customer is obliged to inform all passengers of the respective departure time and to ensure that all passengers and the luggage to be transported are at the departure airport at the latest by the agreed check-in time. Altavia and/or the actual carrier are not obliged to wait for passengers who do not appear at the check-in in good time at the arranged check-in time.

The customer must further ensure that all passengers on the respective flight observe all entry and exit regulations, health requirements and other legal regulations of the country of departure and of arrival and, if necessary, of the country to be overflown, and carry the documents with them that are required for this purpose.

4. Arrival and Departure Times

Unless specifically agreed otherwise, flight times or other times stated in the Charter Agreement are non-binding. Flight times are stated under the reservation that flight slots are allocated in good time as well as any further authorisations required for the flight and clearances from the respective airport and from the responsible authorities.

Altavia and/or the actual carrier are therefore entitled to change the flight times and other times, insofar as this is necessary, because the required flight slots or permits etc. have not been issued or clearances not made in good time, without culpability for this on the part of Altavia or the actual carrier.

Should the flight be delayed due to behaviour on the part of the customer or to the failure to act upon a duty arising from the Charter Agreement, the customer must recompense Altavia according to legal provisions for all the damages and expenses resulting from this. The customer is liable to the same extent for actions or the failure to act by passengers that cause a delayed take-off.

5. Transport of Passengers

Official identification with a photograph must be presented before take-off. Instructions issued by the pilot, the crew and the ground staff must be observed. Unless specifically allowed by the pilot or by the crew, mobile phones and other electronic devices must be switched off during the flight.

For reasons of safety, Altavia, the actual carrier or the ground personnel can demand the agreement of the passenger for a search or a check on the passenger.

Altavia and/or the actual carrier can refuse the transport or onward-transport of passengers for the following reasons:

- It is necessary for reasons of safety;
- A passenger disobeys the instructions of the pilot, the crew or the ground personnel;
- The transport or onward-transport represents a violation against official or legal requirements of the place of arrival or departure or of a state to be overflown;
- The behaviour of a passenger or his or her mental or physical state are such that a danger is posed for himself/herself, for other passengers or for members of the crew;
- A passenger is not in possession of valid travel documents or does not possess any valid entry papers;
- A passenger refuses to agree to a search or a check;
- A passenger on-board fails to comply with the applicable safety regulations.

6. Transport of Luggage

The transport of luggage must first be agreed with Altavia. Article 6.4 remains unaffected by this.

Altavia, the actual carrier or the ground personnel are entitled to search the luggage.

Altavia and/or the actual carrier can reject the transport or onward-transport of luggage in the following cases:

- The luggage contains objects covered by the hazardous goods regulations of the ICAO and the IATA, which could pose a threat to the aircraft, to people or to objects on-board the aircraft (e.g. explosives, compressed gases, oxidising, radioactive or magnetising materials, easily inflammable materials, poisonous or aggressive agents);
- The luggage contains objects that are forbidden to be transported according to the provisions of the country of arrival or departure or of a state to be overflown;
- The luggage contains objects whose state (e.g. fragility or their particular sensitivity) is such that it is unsuitable for transport;
- In an individual case, the weather conditions are not suitable for transporting the luggage on the flight in question.

Transport of the following objects requires the prior approval of Altavia:

- Lithium batteries or lithium accumulators, regardless of whether they are installed in devices (such as in laptops, mobile phones, watches, cameras), or if they are transported separately;
- All types of weapons (such as firearms, cutting and thrusting weapons and sprays, which can be used for offensive or defensive purposes, munitions and explosive materials), objects whose outer form or markings awake the suspicion of weapons, munitions or explosive materials.

Upon inquiry, Altavia is glad to give the customer or passenger information concerning the transport of hazardous goods, which may not be carried as luggage. In addition, information on such hazardous goods is given on the web site of the Federal Office of Civil Aeronautics.

7. Seating and Loading

The distribution of seats and the loading of luggage are the responsibility of the actual carrier. This carrier then decides at its own due discretion.

8. Conditions of Payment

Payments can be made by remittance to the bank account stated in Part I of the Charter Agreement or by credit card (MasterCard and Visa).

In case payment is made with the credit cards MasterCard or Visa, Altavia imposes a surcharge of 4.5% on the amount to be paid. This does not apply if the customer is a consumer, unless it pays the amount with a company credit card.

Unless specifically agreed otherwise, the total price determined in Part I of the Charter Agreement is due for payment by the departure flight date determined in Part I of the Charter Agreement, whereby in the case of remittances, the amount must be on the bank account of Altavia by this date.

Invoices from Altavia are due for payment 5 days after their receipt. Sentence 1 of this Article 8.2 remains unaffected by this.

9. Liability

Altavia is liable for the air transport of passengers and their luggage under the Convention of Montreal of 28th May 1999, which was implemented in the European Community by the Regulation (EC) No. 889/2002 to amend Regulation (EC) No. 2027/97 and by national laws to become the law of Germany. More detailed information on this liability is contained in "Information" as an Annex to this Charter Agreement.

If neither the Montreal Convention nor national law, which implements the Montreal Convention, applies to a case of liability, Altavia is liable as follows:

In case of malice aforethought or gross negligence on the part of Altavia, its organs, legal representatives, staff or other vicarious agents, in the case of fatalities, physical injuries or harm to health, under the provisions of the Product Liability Act and within the scope of any guarantee given, Altavia is liable under legal regulations to the full extent.

In the case of simple negligence on the part of Altavia, its organs, legal representatives, staff or other vicarious agents, liability is limited to damages, which could typically be expected and are due to the violation of major contractual duties (cardinal duties), the fulfilment of which makes proper execution of the contract possible in the first place and the observance of which can regularly be trusted by the opposite party.

In the event that the selected aircraft becomes unavailable for technical reasons, Altavia GmbH shall use its best reasonable efforts to procure a replacement aircraft with specifications that are, subject to availability, substantially equivalent to those of the originally selected aircraft. Any additional costs arising from such replacement may be charged to the client.

10. Consumer Dispute Resolution

Altavia does not participate in dispute resolution processes brought by consumer arbitration offices in the sense of the Consumer Dispute Resolution Act. It is therefore not obliged by such.

11. Data Protection

Altavia records and processes personal data in order to fulfil the contractual obligations of Altavia. Insofar as the information recorded by Altavia refers to identifiable, natural persons ("personal data"), Altavia is obliged to fulfil the requirements of data protection under law and to transparently inform how Altavia records and uses this data.

The information on how Altavia processes personal data within the context of this Charter Agreement are contained in the data protection information attached as an Annex.

The customer is obliged to hand out a copy of the "Data protection information" to each passenger.

If and insofar as Altavia processes the personal data of passengers in order to execute the contract, for whose processing consent is required from the passengers, the customer shall obtain such legally effective consent from the passengers before the relevant data are recorded and shall pass the documentation of this consent onto Altavia, if requested. In particular, this can be the case when processing particular categories of personal data pursuant to Art. 9 GDPR (e.g. in stating health data that are necessary to perform the flight because the passenger requires particular assistance because of his or her health or because of an allergy to foodstuffs that needs to be considered in the catering).

12. General Provisions

The Charter Agreement is subject to German law to the exclusion of UN commercial law. If the customer is a consumer and has its normal place of residence in another country at the time that the Charter Agreement was concluded, the application of overriding legal regulation of this country remains unaffected by the choice of law made in Sentence 1.

Individual agreements made with the customer in a stand-alone case (including auxiliary accords, supplements and changes) always have priority over these General Provisions. A written agreement or written confirmation from Altavia is decisive for the content of such agreements, on the proviso of evidence to the contrary.

If the customer is a merchant in the sense of HGB, a legal entity under public law or a public law special trust, the sole place of jurisdiction (also internationally) for all disputes arising directly or indirectly from the contractual relationship is the headquarters of Altavia in Munich.

**Many thanks for booking your flight with Altavia!
We are always happy to answer all inquiries at any time.**

Annex to the Charter Agreement – “Information”

Liability of Carriers for Passengers and Their Luggage

These notes summarise the regulations of liability, which are to be applied by carriers in the Community under the Community’s legal regulations and the Convention of Montreal.

Recompense for damages in case of death or physical injury

There are no maximum amounts for liability in case of the death or physical injury to a passenger. The carrier cannot raise any objections to demands to recompense damages for an amount up to 128,821 SDR (approx. EUR 160,149). Demands above and beyond this amount can be turned down by the carrier if it proves that it acted neither negligently nor was culpable in some other manner.

Advance payments

In order to cover the direct financial needs if a passenger is killed or injured, the carrier must make an advance payment within 15 days after ascertainment of the person entitled to have damages recompensed. In case of death, this advance payment may not be less than 18,096 SDR (approx. EUR 22,496).

Delays in transporting passengers

The carrier is liable for damages caused by a delay in transporting passengers, unless it has taken all reasonable action to avoid the delay or if it was impossible to take such action. Liability for damages caused by lateness in transporting passengers is limited to 5,346 SDR (approx. EUR 6,646).

Delays in transporting luggage

The carrier is liable for damages caused by a delay in transporting luggage, unless it has taken all reasonable action to avoid the delay or if it was impossible to take such action. Liability for damages caused by lateness in transporting luggage is limited to 1,288 SDR (approx. EUR 1,601).

Destruction, loss or damage of luggage

The carrier is liable for the destruction, loss or damage of luggage up to an amount of 1,288 SDR (approx. EUR 1,601). If luggage has been checked-in, there is liability regardless of guilt, unless the luggage was already damaged beforehand. If the luggage has not been checked-in, the carrier is only liable for culpable behaviour.

Higher limit of liability for luggage

A higher limit of liability applies if the passenger issues a special declaration, at the latest whilst checking-in, and pays a surcharge.

Complaints concerning luggage

If luggage is damaged, delayed, lost or destroyed, the passenger must notify this to the carrier in writing as soon as possible. If luggage that has been checked-in is damaged, the passenger must complain in writing within seven days, or within 21 days in case of delayed luggage, after it has been provided to him or her.

Liability of the contracting carrier and the actual carrier

If the actual carrier is not identical to the contracting carrier, the passenger can direct his notification or claims to recompense for damages to either of the two carriers. If the flight ticket states the name or code of one of the carriers, this is then the carrier concluding the contract.

Periods for filing an action

Legal action for recompense for damages must be taken within two years, starting from the date of the aircraft's arrival or the date on which the aircraft should have arrived.

Basis of this information

These provisions are based on the Convention of Montreal of 28th May 1999, which was implemented in the European Community by the Regulations (EC) No. 2027/97 in the version amended by the Regulations (EC) No. 889/2002 and by national laws of the Member States.