

MEAJET

General Terms and Conditions

Date: 8.11.18

INTRODUCTION:

The following terms and conditions supplement the contractual agreements between you and MEAJET and complete the legal provisions. The legal relationship between you and MEAJET shall be governed exclusively by the laws of the Federal Republic of Germany to the exclusion of other national laws.

Any conflicting general terms and conditions with which you work are expressly excluded.

The term "aircraft" in the following terms and conditions covers aircraft of any kind, for example, but not exclusively, helicopters.

1. TASKS OF MEAJET

Unless otherwise expressly agreed in writing and by contract, the following shall apply:

1.1 MEAJET advises you on the choice of Aircraft and concludes a charter contract with a suitable airline which, as a subcontractor of MEAJET, operates the desired flight(s).

1.2 If special circumstances arise and MEAJET therefore deems it justified, MEAJET shall be entitled to replace the airline commissioned to operate the flight with another licensed airline offering a comparable standard. The same applies to replacement of the aircraft.

1.3 DATA PROTECTION

MEAJET only collects and processes data for which the consent of the data subjects in accordance with art. 6 para. 1 a General Data Protection Regulation (hereinafter: GDPR) is available, or which MEAJET requires pursuant to art. 6 para. 1 b GDPR for the performance of its contractual obligations or which is required pursuant to art. 6 para. 1 c GDPR to fulfil legal obligations, or for a legitimate interest pursuant to art. 6 para. 1 f GDPR

1.3.1 In principle, MEAJET only transmits data to third parties to the extent that this is necessary for the fulfilment of its contractual obligations or your contractual obligations which MEAJET performs on your behalf.

1.3.2 Since the amount of data required for air transport may vary from case to case and depending on the destination, legislation at the time of the flight and/or the person being transported, MEAJET does not check in each individual case what has to be transmitted and what not. MEAJET assumes that in the case of personal data which you or the persons to be transported transmit to MEAJET directly beyond the requested scope, it may transmit this data in full to the respective airline and/or the authorities pursuant to art. 6 para. 1 a GDPR by virtue of the corresponding consent of the persons concerned.

1.3.3 MEAJET shall store the personal data only for as long as is necessary to achieve the purpose of processing or for as long as the storage is subject to a statutory retention period. Storage above and beyond this only takes place if consent for this has been granted and as a maximum only until this consent is revoked.

1.3.4 RIGHTS OF THE PERSONS CONCERNED

Data subjects have the right to obtain information free of charge on the processing of their data, to complete the data, to have the data erased or blocked if the appropriate conditions are met, to have the processing restricted, to object to the processing, to revoke their consent to the processing in the future and to complain to the competent supervisory authority. (See article 7 para. 3; 15 to 18; 20; 21; 77 GDPR)

2. YOUR TASKS AND DUTIES

2.1.1 All travel documents or freight documents will be completed by you as soon as possible in the form requested by MEAJET or the airline operating the actual flight. You are responsible for ensuring that duly completed documents are made available to all passengers and carriers in accordance with the relevant regulations so that all passengers and carriers can comply with the provisions of those documents.

2.1.2 You shall ensure that the passengers and their baggage and any cargo are at the designated check-in point at the airport of departure at the latest at check-in time and that all passengers are in possession of all travel documents as well as the necessary identity papers, visas or other documents required for them, their baggage and any cargo by the authorities of the countries of departure, transit and arrival of the flight or flights.

2.1.3 You are fully responsible for fulfilling your obligations under the charter contract.

2.2 DATA PROTECTION

2.2.1 For the data you transmit to MEAJET, you therefore expressly confirm that the requirements of art. 6 para. 1 a GDPR and/or art. 6 para. 1 b GDPR and/or art. 6 para. 1 c GDPR and/or art. 6 para. 1 f GDPR are met.

2.2.2 You undertake to indemnify MEAJET against all claims of the affected parties, other third parties and authorities to which MEAJET is exposed if the above-mentioned requirements of the GDPR have not been met.

2.3 EXECUTION OF THE FLIGHTS

2.3.1 You agree that carriage will be performed by the airline and that the airline is solely responsible for the maintenance of the aircraft and the performance of the flight. You know and agree that the flight crew are vicarious agents of the airline for the purpose of carrying out the flights, and that the airline will only accept these instructions in this respect. You are aware that MEAJET has no authority or legal capacity to give instructions to the crews. Any agreement to the contrary requires the written consent of the airline.

2.3.2 You acknowledge that, in the interest of ensuring the safety of the aircraft, passengers, crew or cargo, the captain shall make the decisions regarding the operation of the aircraft at their own unrestricted discretion. You agree that all decisions of the captain are binding on MEAJET, you, other parties and passengers. You are responsible if the passengers do not comply with these decisions and orders. MEAJET shall not be liable to you for any decisions made by the captain and any consequences thereof, including any adverse effects on MEAJET's obligations under this contract.

2.3.3 If the flight departs late or must depart late after the Scheduled Time of Departure (hereinafter: STD) as a result of a breach of these duties and obligations or any other act or omission by you or a passenger, MEAJET may cancel the charter contract or the affected flight and cancellation fees will be payable in accordance with the contract and the terms and conditions.

3. CHARTER PRICE

3.1 You shall pay MEAJET the charter price in the agreed amount, in the agreed currency and on the agreed dates. If such dates are not expressly agreed, payments must be made at least 7 working days before the departure date of the first flight. If a payment has not been received in due time and a reasonable grace period set by MEAJET has expired, MEAJET may, without prejudice to any other rights and remedies MEAJET may have, cancel the contract and charge cancellation fees in accordance with the contract and/or interest for the outstanding amount of 9 percentage points (if you are a consumer within the meaning of section 13 German Civil Code (BGB): 5 percentage points) above the respective base rate until the outstanding amount has been paid in full.

3.2 Unless otherwise agreed in writing, the following shall apply:

3.2.1 The charter price includes the costs during the charter period for the flight, fuel, oil, maintenance, landing, hangar, parking, ground handling and crew expenses. It also includes the remuneration for MEAJET's services as agreed in the contract. Whether and, if so, which additional costs are included, results from the order confirmation or the contract.

3.2.2 All other costs and fees shall be borne exclusively by you unless otherwise agreed in writing in the contract. You shall exempt MEAJET or the airline from these costs. If these have already been paid, you will refund them on first demand.

3.2.3 You will also pay to MEAJET any additional amounts agreed between you and MEAJET or required as a result of instructions or lack of instructions from you, incorrectness of information or documentation provided by you or any passenger to MEAJET or the airline or for any other reason within your responsibility.

3.2.4 The price may change in accordance with the provisions of the charter contract due to fuel, insurance, currency or other surcharges which the airline may levy in accordance with the charter contract. If you are an entrepreneur within the meaning of section 14 BGB, you agree to be bound by such changes.

3.2.5 The charter price and all other fees provided for in the contract are exclusive of VAT and general excise duties. These must be paid by you in addition at the rate applicable at the place of taxation.

3.3 Offsetting is excluded unless you offset an undisputed or legally established counterclaim. A right to refuse performance due to alleged claims from other contracts or legal relationships is excluded.

3.4 If just one of the payments is not made on time, you shall be in default without the need for a separate reminder or extension of the deadline. If a reasonable period of grace set by MEAJET has expired, MEAJET may, without prejudice to any other rights and remedies, cancel the contract and claim the statutory default interest.

4. CANCELLATION AND TERMINATION

4.1 You may cancel the contract by notifying MEAJET in writing. Unless otherwise agreed in an individual contract and in writing, 20% of the total charter price shall be payable as cancellation fees, which, unless otherwise agreed in writing, shall be increased to the following percentages of the charter price:

4.1.1 25% for cancellations less than 60 days prior to scheduled departure,

4.1.2 50% for cancellations less than 30 days prior to scheduled departure,

4.1.3 75% for cancellations less than 7 days prior to scheduled departure,

4.1.4 100% for cancellation less than 48 hours prior to scheduled departure.

4.2 You are entitled to prove that the cancellation/termination has caused no damage or substantially less damage than is shown by the cancellation fees.

4.3 The date of receipt of the written notice by MEAJET shall be deemed the date of the cancellation/termination. If this date is not a working day – Saturdays do not count as working days – the notification is deemed to have been received on the next working day. If the notification is sent by fax or e-mail, it must be received by MEAJET by 1600 local time. If received later, it shall be deemed to have been received on the next working day.

4.4 If one of the following cases occurs, MEAJET may terminate the contract immediately by giving notice in writing:

4.4.1 You commit a breach of the Agreement which cannot be remedied or which has not been remedied within a reasonable time set by MEAJET;

4.4.2 You suspend, cease or threaten to cease performance of any of your obligations under the contract with MEAJET or any substantial part thereof. This also includes the cessation of payments or the threat of cessation of payments;

4.4.3 In MEAJET's reasonable opinion, the licences and authorizations required for the operation of the flight cannot be obtained within a reasonable time or, if obtained, are unlikely to be maintained;

4.4.4 After conclusion of the contract, it becomes apparent that you will no longer be in a position to fulfil your obligations and will therefore not provide the security required;

4.4.5 A judicial insolvency procedure or a procedure similar to the German judicial insolvency procedure will be opened against you in accordance with the law of your home country or an application will be made in this respect.

4.5 If MEAJET terminates the contract for the reasons set out above, you will be obliged to pay the cancellation fees listed above, without prejudice to any evidence of greater damage.

4.6 The statutory right to adjust or terminate contracts due to disruption of the basis of business or termination for good cause shall remain unaffected.

5. CHANGES, DELAYS, DIVERSIONS

5.1 MEAJET accepts no responsibility for confirmations of departures or arrivals, unless these are the direct result of MEAJET's breaches of duty. In addition, MEAJET cannot be held responsible if an error is due to things outside MEAJET's control, such as (the list is not exhaustive) air traffic control problems, delays or staff shortages, bad weather, or factors that affected the aircraft during a previous flight. After the departure of the aircraft, all STAs (STA = Scheduled Time of Arrival) are only planned times.

5.2 If for any reason the aircraft must be diverted from a destination airport specified in this contract, the flight shall be deemed to have been completed when it lands at the airport to which it has been diverted. MEAJET is not responsible for the detours or the effects of these detours on you or the passengers.

5.3 If, at your request, MEAJET arranges for the transfer of passengers to their actual destination using alternative means of transport, MEAJET shall act as your agent in respect of such services and shall under no circumstances be liable for any damages caused by such arrangements or transports. If necessary, you will reimburse MEAJET for the damages. All the costs for these transports will be charged to you.

6. LIABILITY

6.1 Carriage by the airline is subject to the liability provisions of the Montreal Convention of 28 March 1999, as amended in the European Community by Regulation (EC) No 889/2002 and implemented by the national laws of the Member States. The liability of MEAJET is limited and modified in the same way. All claims in connection with the carriage of passengers and baggage must be asserted against the operating airline. The latter shall be liable with priority in relation to any claims against MEAJET. Nevertheless, the claims can also be filed with MEAJET and MEAJET shall then forward them to the airline. The deadlines set out in section 6.4 below shall apply.

6.2 MEAJET shall not be liable for any acts, omissions or failures caused by third-party service providers over which MEAJET has no direct control. MEAJET shall not be liable for any delay or other non-performance or improper performance of the contract with you caused by any event outside the control of MEAJET. These include, for example, force majeure, weather conditions, riots, unrest, war, lockouts, industrial disputes, fire, lightning, embargoes and similar restrictions.

MEAJET shall not be liable for any damages arising out of MEAJET's or the airline's failure to comply with any governmental regulation or from your or any passenger's failure to comply with any obligation arising therefrom.

6.3 LIMITATION OF LIABILITY

MEAJET's liability, like that of an air carrier, is limited in accordance with the Montreal Convention as quoted in 6.1 above. For details, reference is made to Article 1(10) of Regulation (EC) No 889/2002. In addition, the following applies:

6.3.1 If MEAJET is obliged to pay damages, this obligation to pay damages shall only arise in the event of slight negligence if life, limb or health or essential contractual obligations have been violated. In this respect, MEAJET is also liable for intentional or negligent breaches of duty by its representative or a vicarious agent. Otherwise, liability for negligence is excluded.

6.3.2 Unless life, body or health or essential contractual obligations have been violated, no liability shall be accepted for inaccurate information or implied warranties, even in the case of intent or gross negligence. With the exception of an intentional or grossly negligent breach of duty, this exclusion of liability also applies to damages caused by employees, representatives, contractual partners or other service providers engaged by MEAJET and to be attributed to MEAJET.

6.3.3 Except for wilful misconduct or gross negligence, MEAJET shall not be liable for any false statements, implied warranties, or any other breach of contract or liability whatsoever. Except in the case of wilful misconduct or gross negligence, this exclusion of liability also applies to damages caused by employees, agents, contractors, or other service providers engaged by MEAJET and, for any reason whatsoever, to be attributed to MEAJET.

6.3.4 MEAJET does not warrant, guarantee or otherwise make any representations regarding the quality, financial strength or solvency, fitness for purpose or other suitability of third-party service providers.

6.3.5 MEAJET shall not be liable for any damages, costs, expenses or other claims for compensation arising out of any incomplete, incorrect, inaccurate, unclear, out of turn or false information or instruction provided to MEAJET or the airline by you or any passenger, or any late or missing arrival or other failure by you or any passenger.

6.3.6 Except in cases of wilful fraud, MEAJET shall not be liable for any statements or representations by employees, agents or other persons associated with this contract which are not recorded in writing in this contract or otherwise recorded in writing and signed by a responsible MEAJET employee.

6.3.7 You agree to indemnify and hold harmless MEAJET and its employees, affiliates and agents from and against all damages, costs, demands and expenses arising out of or in connection with the use of the MEAJET services:

violation of this contract by you; or
an act or omission by you, a passenger or your employees, staff or agents; or
a third-party claim, action or proceeding against MEAJET caused or alleged to be caused by you, a passenger or by your employee(s), employee(s) or agent(s).

6.3.8 All other warranties are hereby excluded to the extent permissible.

6.3.9 With the exception of cases of intentional or grossly negligent breach of duty, liability shall be limited to 75% of the charter price.

6.4 DEADLINES FOR COMPENSATION CLAIMS AND LEGAL ACTIONS

In the event of damage, delay, loss or destruction of luggage, written notification must be given as soon as possible. In the case of damage, within seven days, and in the case of delayed baggage, within 21 days after it has been made available to the passenger. The notification must be made in writing.

Legal actions for damages must be brought within two years of the date of arrival of the aircraft or the date on which the aircraft should have arrived.

For details, reference is made to Article 1(10) of Regulation (EC) No 889/2002.

7. CONTRACT CONTENT

7.1 The written contract concluded between MEAJET and you represents the entire scope of the agreements between the contracting parties. Oral agreements have not been made, and would not be valid in any case. Amendments to the contract must be made in writing and must be signed by the contracting parties or on behalf of the contracting parties by the respective authorized employees.

7.2 Notice of termination or cancellation must be in writing and must be addressed to MEAJET's or your registered office or principal place of business, optionally to the address you have provided to MEAJET as the delivery address or MEAJET has included in the contract as the delivery address or the person authorized for delivery.

7.3 If any provision of the contract or these terms and conditions is invalid, this shall not affect the validity of the remaining provisions. In the event of an invalid provision, MEAJET and you mutually agree to change this provision so that it largely reflects our original economic intent.

7.4 The validity and enforceability of the remaining provisions shall not be affected. In this case, the parties shall negotiate in good faith an amendment to this provision so that it is final, valid and enforceable in its amended form and as far as possible consistent with the original economic intent of the parties.

8. CHOICE OF LAW, PLACE OF JURISDICTION

8.1 The contract is subject exclusively to the law of the Federal Republic of Germany.

8.2 If you are a merchant, legal entity under public law, special fund under public law or do not have a general place of jurisdiction in Germany, Munich shall be the place of jurisdiction to the exclusion of all other national and international places of jurisdiction for the settlement of claims or disputes arising from or in connection with this contract.