



**AIR TRANSPORT  
GENERAL TERMS AND CONDITIONS**

## AIR TRANSPORT GENERAL TERMS AND CONDITIONS

These conditions apply to all flights organized and provided by WAPE EBS s.r.o. (hereinafter referred to only as "WAPE EBS"), to the exclusion of all other terms, conditions, warranties and representations except any specifically agreed between the Parties in writing.

### 1. DEFINITIONS

In these conditions, the following expressions shall have the following meanings:

"Agreement" shall mean the Air Transport Agreement and these General Terms;

- 1.1. "Aircraft" shall mean any aircraft which is the subject of a agreement and Air Transport agreement organized by WAPE EBS for the Customer;
- 1.2. "Customer " shall mean the person, firm or body corporate entering into this Agreement as identified in the Air Transport Agreement;
- 1.3. " Air Transport Agreement " or "Agreement" means the schedule of specific terms signed by the Customer and WAPE EBS;
- 1.4. " Transport Price" shall mean the price payable for the Air Transport Agreement and such services as are agreed in advance between WAPE EBS and the Customer as set out in the Air Transport Agreement;
- 1.5. "Air Transport Agreement" shall mean the contract between the Customer and the Provider for operation of the Flight Schedule.
- 1.6. "Flight Schedule" shall mean the place of departure, place of destination and any stopping points, together with any indications of departure and arrival dates and times, set out in the Air Transport Agreement;
- 1.7. "General Terms" shall mean the general terms and conditions set out below
- 1.8. " Provider " shall mean WAPE EBS or Operator of the Aircraft subcontracted by WAPE EBS or any of its employees, directors and officers;
- 1.9. "Parties" shall mean WAPE EBS and the Customer;
- 1.10. "Party" shall mean WAPE EBS or the Customer as the context requires;
- 1.11. "STD" means the scheduled time of departure in the Flight Schedule

## 2. THE AIR TRANSPORT AGREEMENT AND PAYMENT

2.1. Provider shall arrange that the Aircraft are manned, maintained, equipped and fuelled for the Flight Schedule. The Customer agrees that the carriage will be provided by the Provider who will have sole responsibility for the operation of the Flight Schedule and maintenance and operation of the Aircraft. The Customer accepts that WAPE EBS may act only as agent for the Customer and the Provider in arrangement of the Air Transport Agreement. In this case the Customer also accepts that the crew of the Aircraft are the servants and agents of the Provider/Operator and shall be authorized to take instructions only from the Provider/Operator unless otherwise agreed by the Provider in writing prior to the commencement of the Flight Schedule.

2.2. If at any time prior to the STD, the Aircraft becomes unavailable or unserviceable for any reason whatsoever prior to commencement of the Flight Schedule, WAPE EBS will endeavor to find another suitable provider at the same price. Should this prove to be impossible, WAPE EBS will endeavor to find an alternative provider and/or Aircraft as at close a price as possible to the Transport Price and put such possibility to the Customer for acceptance. If WAPE EBS is not able to substitute another Aircraft or the Customer does not accept any available alternative, WAPE EBS shall return the Transport Price to the Customer and shall not be under any further liability whatsoever to the Customer. However, the Customer shall remain liable to pay for any part of the Flight Schedule that has already been operated.

2.3. The Transport Price includes the cost of fuel, oil, maintenance, landing, parking, ground handling and the remuneration and expense of aircrew during the Flight Schedule. All other costs, including, but not limited to license fees, clearance fees, royalties, baggage screening charges, security charges, customs duties, airport and passenger taxes, any connections to and from airports, ground accommodation, ground transfers, cabin service, onboard satellite telephone costs and any other additional service costs whatsoever and howsoever arising shall be paid by the Customer unless otherwise specified in the Air Transport Agreement.

2.4. De-icing or hangarage of the aircraft because of the weather conditions and any such non-standard additional costs shall be invoiced by WAPE EBS to the Customer after the flight and shall be paid promptly by the Customer.

2.5. If ground transport is (even additionally) agreed, WAPE EBS takes no responsibility for any delays caused by provider of the transportation, traffic conditions and other unpredictable circumstances.

2.6. The Transport Price and all other charges provided for in this Agreement are exclusive of value added or sales tax which shall be paid in addition by the Customer at the rate applicable at the tax point.

2.7. The Customer shall pay WAPE EBS the Transport Price in the currency stated and at the time specified in the Air Transport Agreement and any other additional costs agreed between the Customer and WAPE EBS.

2.8. If any payment is not received from the Customer by the date specified in the Air Transport Agreement, WAPE EBS may, without prejudice to any other rights or remedies it may have in respect of such case WAPE EBS will be entitled to cancellation charges from the Customer in accordance with Clause 3.

2.9. Without prejudice to Clause 2.3 above, the Transport Price is also subject to increase due to any variations whatsoever to the Air Transport Agreement requested by the Customer and agreed by the Provider at any time after the Air Transport Agreement has been signed. Any additional charges shall be invoiced by WAPE EBS to the Customer and shall be paid promptly by the Customer.

2.10. The Transport Price is payable as a 100% deposit before the Flight on the basis of an invoice.

2.11. Any further costs will be charged additionally post flight. This offer is subject to receipt of all necessary permissions and slots. Payment of the total price has to be made in full, funds must be cleared prior to commencement of the flight to such bank account as Provider notifies the Customer. Payment has to be done in a way through which the whole amount is on the respective WAPE EBS account without any deductions, otherwise the flight cannot be guaranteed (copy of SWIFT payment confirmation is not enough unless both parties have agreed otherwise).

2.12. The Customer hereby agrees to cover any additional costs that shall arise from any changes to the conditions of the Air Transport Agreement made by the Customer after the Agreement has been signed or actual occurrences that are different to those described in the Agreement such as additional passengers, passenger transport, additional catering, de-icing etc. To cover the extra costs described, an invoice shall be issued upon flight completion.

2.13. In case the Customer fails to pay 100% of the deposit before the initiation of air transport, the Provider may withdraw from this Agreement and require the Customer to pay compensation for costs connected with the execution of the flight, particularly to pay the costs that Provider has paid or shall pay in connection with having the aircraft at parking position at the place of departure and compensation for cancellation or similar fees to be paid. Moreover, the Provider may request the Customer to pay so-called cancellation fee in the same amount (defined below) as if the Flight was cancelled (withdrawal from the Agreement) by the Customer.

2.14. Customer shall provide payment confirmation not later than mentioned in the Air Transport Agreement. The Provider reserves the right to cancel this agreement in case payment confirmation is not provided as stated in this article. Copy of SWIFT payment confirmation is not enough as a guarantee of the provided payment if not received on time on Provider's account unless both parties have agreed otherwise.

2.15. Bank accounts

**EUR:** 123-4316510267/0100, IBAN: CZ58 0100 0001 2343 1651 0267, BIC/SWIFT: KOMBCZPP, BANK: KB, Czech Republic

**CZK:** 123-4316490227/0100, IBAN: CZ72 0100 0001 2343 1649 0227, BIC/SWIFT: KOMBCZPP, BANK: KB, Czech Republic

**USD:**123-4316580257/0100, IBAN: CZ82 0100 0001 2343 1658 0257, BIC/SWIFT: KOMBCZPP, BANK: KB, Czech Republic

All associated charges and fees (including bank fees and express payments) are to be paid by the client.

Please include the statement "ALL BANK FEES FOR THE ACCOUNT OF THE SENDER" when making the wire transfer.

### 3. CANCELLATION AND TERMINATION

3.1. The Customer may withdraw from this Agreement (cancel the flight) at any time before the initiation of air transport. Withdrawal shall be made in writing in an e-mail sent to: sales@wapejets.com. However, in such case the Customer shall pay to the Provider the following fees:

#### Notice Period Percentage of Transport Price

<b>Agreement conclusion to 31 days prior to departure</b>	<b>10% of the Transport Price</b>
<b>30 days to 8 days prior to departure</b>	<b>25% of the Transport Price</b>
<b>7 days to 4 days prior to departure</b>	<b>50% of the Transport Price</b>
<b>72 hours to 24 hours</b>	<b>85 % of the Transport Price</b>
<b>Less than 24 hours, aircraft off-block, no show</b>	<b>100% of the Transport Price</b>

3.2. WAPE EBS may apply any monies already received from the Customer in satisfaction of such cancellation charges.

3.3. WAPE EBS may terminate the Agreement immediately by notice in writing if:

3.3.1. The Customer commits a breach of the Agreement which is incapable of remedy or which, if capable of remedy, is not remedied within such reasonable time as WAPE EBS shall require; or

3.3.2. If, in the opinion of WAPE EBS, the Customer is unable to pay its debts (within the meaning Act no. 182/200G Sb.

3.4. If WAPE EBS terminates the Agreement under this Clause, the Customer shall be liable for cancellation charges in accordance with Clause 3.1. If the Customer cancels one or more of the flights in the Flight Schedule, the Customer shall pay WAPE EBS cancellation charges based on such proportion of the Transport Price as WAPE EBS shall reasonably determine.

### 4. LIABILITY AND INDEMNITY

4.1. The operation of the Flight Schedule will be subject to the WAPE EBS or subcontracted Provider's terms and conditions of carriage, a copy of which the Customer may obtain on request from either WAPE EBS or the respective Provider. The Customer should be aware that, depending on the domicile of the Provider, amongst other things, the liability of the Provider to the Customer may be limited in certain ways, including with regard to death and personal injury.

4.2. WAPE EBS makes no representation or warranty with regard to any subcontracted Provider and will not be liable in any way whatsoever for any loss, damage, injury or expense suffered or incurred by the Customer or any third party howsoever. However, nothing in this Clause shall exclude or restrict WAPE EBS liability for death or personal injury arising out of its negligence.

4.3. The Customer shall indemnify WAPE EBS against all liabilities, claims and expenses (including legal costs and fees) in respect of any liability of WAPE EBS to third parties (including but not limited to passengers) for any loss or damage whatsoever (including costs and expenses on a full indemnity basis) arising out of any act or omission of the Customer its servants or agents or any passenger carried by authority of the Customer.

## **5. OPERATION OF THE FLIGHTS**

5.1. As stated in Clause 4.2 above the WAPE EBS or subcontracted Provider's terms and conditions of carriage apply to the operation of the Flight Schedule pursuant to the Air Transport Contract. These conditions shall include the following provisions without prejudice to the application of the Provider's other terms and conditions of carriage. In the event of any discrepancy between the

Provider's terms and conditions of carriage and the following provisions, the following provisions shall prevail.

5.2. If the Aircraft, for any reason, whether before or after the commencement of the Flight Schedule, becomes incapable of undertaking or continuing all or part of the Flight Schedule, the Provider may at its absolute discretion substitute one or more aircraft of the same or another type and the provisions of the Agreement shall apply to the substituted aircraft.

5.3. If the performance of the Flight Schedule is prevented or delayed by the Customer or anyone acting on its behalf including (but not limited to) any passenger arriving later than 30 minutes before the STD, the Provider may at its absolute discretion and without liability depart as scheduled or delay departure. Any additional expense attributable to such delayed departure shall be borne by the Customer.

5.4. In the event of non-performance of the Air Transport Agreement or delay caused by actions of third parties, labour difficulties, force majeure, including but not limited to inclement weather or technical breakdown or accident to the Aircraft or any part thereof, or any machinery to be used in relation to the Aircraft, the Provider shall use all reasonable endeavours to perform or continue the Flight Schedule but otherwise shall have no liability to the Customer whatsoever.

5.5. In the event of non-performance of the Air Transport Agreement or delay under Clause 5.4 above, the Customer shall be liable to pay to WAPE EBS such proportion of the Transport Price as shall apply to that part of the Flight Schedule which has been performed together with any additional charges and expenses payable by the Customer pursuant these General Terms.

5.6. The Provider shall be entitled to depart from the Flight Schedule where necessary in its reasonable opinion and any additional expenses applicable to such departure shall be borne by the Customer.

5.7. If for any reason the aircraft is diverted from any airport, aerodrome or destination shown in the initial Flight Schedule to another, the journey to the scheduled destination shall be deemed to be complete when the Aircraft arrived at such other destination.

5.8. The captain of the Aircraft shall have absolute discretion:

5.8.1. To refuse any passenger(s), baggage, cargo or any part thereof;

5.8.2. To decide what load may be carried on the Aircraft and how it shall be distributed;

5.8.3. To decide whether and when a flight may be safely undertaken and where and when the Aircraft shall be landed.

5.8.4. In case of flying outside Schengen Area, inside the Schengen Area from the outside or whenever General Declaration is required for a flight the captain is authorized to check that passengers embarking the flight are listed in the General Declaration and that their passport details match. Any discrepancy shall be cleared before admission on board.

5.9. The Customer shall ensure that any goods to be transported are sufficiently and properly packed for carriage and shall supply adequate tie-down material and equipment taking into account all reasonable demands of the Provider and the captain and where necessary complying with IATA Dangerous Goods Regulations, [a copy of which is available for inspection at the office of WAPE EBS].

5.10. The Provider shall be entitled at its own discretion and without compensation to the Customer to use any part of the carrying capacity of the Aircraft unused by the Customer, except by means of the carriage of additional passengers, and to use any part of the Flight Schedule unused by the Customer.

## 6. PASSENGER BAGGAGE

6.1. Passengers are Banned from Transporting:

6.1.1. Baggage and objects which could compromise the safety of the flight, passengers and assets as well as baggage and objects which could get easily damaged during air transport, including objects with unsuitable packaging and objects which could be of a nuisance to passengers.

6.1.2. Objects which are prohibited from transport by law, respective regulations and directives of the particular State.

6.1.3. Objects which are, in the carrier's opinion, unsuitable for air transport due to their size, weight or character.

6.1.4. Hazardous substances (explosives and ammunition, flammables, corrosives, compressed gases, poisonous substances, toxic and infectious materials, oxidising substances, radioactive material, magnetic and other dangerous objects).

6.1.5. Detailed information regarding transport of the above-listed baggage categories will be provided by the carrier's sales offices.

## List of prohibited items:

Without prejudice to applicable safety rules, passengers are not permitted to carry the following articles into security restricted areas and on board an aircraft:

1. guns, firearms and other devices that discharge projectiles – devices capable, or appearing capable, of being used to cause serious injury by discharging a projectile, including:
  - Firearms of all types, such as pistols, revolvers, rifles, shotguns
  - Toy guns, replicas or imitation firearms capable of being mistaken for real weapons
  - Component parts of firearms, excluding telescopic sights
  - Compressed air and CO<sub>2</sub> guns, such as pistols, pellet guns, rifles and ball bearing guns
  - Signal flare pistols and starter pistols,
  - Bows, cross bows and arrows,
  - Harpoon guns and spear guns,
  - Slingshots and catapults
  
2. stunning devices — devices designed specifically to stun or immobilise, including:
  - Devices for shocking, such as stun guns, lasers and stun batons,
  - Animal stunners and animal killers,
  - Disabling and incapacitating chemicals, gases and sprays, such as mace, pepper sprays, capsaicin sprays, tear gas, acid sprays and animal repellent sprays;
  
3. objects with a sharp point or sharp edge — objects with a sharp point or sharp edge capable of being used to cause serious injuries, including:
  - Items designed for chopping, such as axes, hatchets and cleavers,
  - Ice axes and ice picks,
  - Razor blades
  - Box cutter
  - Knives with blades of more than 6 cm,
  - Scissors with blades of more than 6 cm as measured from the fulcrum,
  - Martial arts equipment with a sharp point or sharp edge,
  - Swords and sabres
  
4. workmen's tools — tools capable of being used either to cause serious injury or to threaten the safety of aircraft, including:
  - Crowbars,
  - Drills and drill bits, including cordless portable power drills,
  - Tools with a blade or a shaft of more than 6 cm capable of use as a weapon, such as screwdrivers and chisels
  - Saw, including cordless portable power saw
  - Blowtorches
  - Bolt guns and nail guns



5. blunt instruments – objects capable of being used to cause serious injury when used to hit, including:
  - Baseball and softball bats
  - Clubs and batons, such as billy clubs, blackjacks and night sticks
  - Martial arts equipment
  
6. explosives and incendiary substances and devices – explosives, incendiary substances and devices capable, or appearing capable, of being used to cause serious injury or to pose a threat to the safety of aircraft, including:
  - Ammunition
  - Blasting caps
  - Detonator and fuses
  - Replica or imitation explosive devices
  - Mines, grenades and other explosive military stores
  - Fireworks and other pyrotechnics
  - Smoke-generating canisters and smoke-generating cartridges,
  - Dynamite, gunpowder and plastic explosives

#### **Transportation of live animals in passenger cabin (PET)**

Pets, i.e. only cats and dogs, in the cabin will be allowed on ad-hoc basis only. A maximum of 3 pets will be allowed on airplane board.

Passengers carrying pets in accordance to the provisions of articles below will be warned of the possibility of offloading the animal if not in compliance of these provisions.

Carriage of pets will only be allowed when the pet:

- Has proper valid vaccination and health documents.
- Is carried in a kennel or (animal) bag, provided that the kennel/bag fits on the seat/toilet seat with the appropriate restraining items. The kennel/bag must measure not more than 30 x 47 x 27 cm. The kennel/bag must be clean and made of a strong, leak-proof material (hard or soft). A kennel/bag can include more than one animal, as long as the maximum size or weight is not exceeded, and are then considered as one.
- Remains in the kennel/bag throughout the flight and the kennel/bag shall remain on the seat/toilet seat.
- Together with the kennel/bag, has a maximum weight of 8 kg/18 lbs.
- Does not have an offensive behaviour, smell or appearance.

The presence of pets in the cabin will be mentioned on the Air Transport Agreement and relevant pet valid vaccination/health documents shall be filled in at check-in. The Commander may order to reject the animal to be transported before a flight. Any time, during a flight, the Commander may also order to off-load the animal when the animal causes or has caused annoyance to passengers.

As WAPE EBS/Operator operated airplane type does not allow carriage of animals in cargo holds (heating and ventilation limitations), the animal shall not be loaded in cargo holds.

Whenever the fasten seat belt order is on, the kennel/bag shall be closed and placed on the seat/toilet seat.

Note: Guide and Rescue Dogs are not primarily transported, deliberately. In case of need, it shall be processed as an ad-hoc situation, with the appropriate adopted provisions.

## 7. GENERAL PROVISIONS

7.1. No failure by either Party to exercise, nor any delay in exercising, any right or remedy under the Agreement shall operate as a waiver thereof or of any right or remedy hereunder, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof, or the exercise of any other right or remedy.

7.2. Neither Party shall assign any of its rights or obligations under this Agreement in whole or in part without the prior written consent of the other Party, such consent not to be unreasonably withheld.

7.3. This Agreement shall be governed and construed in accordance with Czech law and the Czech Courts shall have non-exclusive jurisdiction to settle any claim or matter arising under this Agreement.

7.4. Nothing in this Agreement, expressed or implied, is intended to confer upon any third party, other than the legal successors of the Parties and third parties to which the Agreement or certain rights under or in relation to the Agreement have been assigned as provided under this Agreement, any rights to require fulfilment of any obligation under this Agreement or any other right whatsoever under or by reason of this Agreement.

## 8. GDPR

8.1. By signing the Air Transport Agreement, to fulfill obligations resulting from Regulation on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (Personal Data Processing & Protection Information, hereinafter defined as the "GDPR"), Customer confirms that has been informed about GDPR, permanently available on WAPE JETS' website: [www.wapejets.com](http://www.wapejets.com) accepts it and agrees on this policy. The Customer gives the express consent to the provision of personal data of him and other co-passengers within the GDPR for the purpose of fulfilling the contract, direct and indirect marketing, business purposes, and for creating copies of personal documents of all passengers.

**THANK YOU FOR FLYING WITH US**

**WAPE JETS<sup>®</sup>**

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**BUSINESS AVIATION SUPPORT**