

## TERMS & CONDITIONS

These general Terms & Conditions apply to the chartering of an aircraft from Falcona Private Jets to an individual person, company or agent (the 'Client'), to the exclusion of all other terms, conditions, warranties and representations, except any specifically agreed by parties in writing.

## DEFINITIONS

The Aircraft shall mean any aircraft which is used by Falcona Private Jets to fulfil the client's booking.

The Carrier shall mean the air operator whose aircraft is/are being used to fulfil the client's booking.

Booking Confirmation shall mean the document issued by Falcona Private Jets containing the flight schedules and charges.

Travel Arrangements shall mean all information set out on your Booking Confirmation.

Principal Person shall mean the person making the booking. The Principal Person shall be responsible for all persons named on the Booking Confirmation and for making all payments due to Falcona Private Jets on behalf of all named persons on the Booking Confirmation.

## 1. MAKING YOUR BOOKING

1.1 To confirm a booking the Principal Person must complete and sign our booking form. He/she must be authorised to make the booking on the basis of these booking conditions by all persons named on the booking and their parent or guardian for all party members who are under 18 years of age when the booking is made. By signing the booking form, the Principal Person confirms that he/she is so authorised. The Principal Person is responsible for making all payments due to Falcona Private Jets. The Principal Person must be 18 years of age at the time the booking is made. The completed signed form must then be sent to us together with the payments set out in clause 3 below.

1.2 Once we have received your booking form and all appropriate payments, we will, subject to availability, confirm your travel arrangements by issuing a Booking Confirmation Invoice. This invoice will be sent to the Principal Person. Please check this invoice carefully as soon as you receive it. Contact us immediately if any information which appears on the Booking Confirmation is incorrect or incomplete as it may not be possible to make changes later. We regret we cannot accept liability of any inaccuracy on the Booking Confirmation within 48 hours of receipt. We will do our best to rectify any mistake notified to us outside the time limit but you must meet any costs incurred in doing so. The only exception to this requirement to meet costs is where the mistake in question was made by Falcona Private Jets.

## 2. YOUR CONTRACT AND STATUS

When you make a booking you guarantee that you have the authority to accept on behalf of your party the terms of these conditions. A contract will exist as soon as we issue our Booking Confirmation. This contract is with Falcona Private Jets and is covered by English Law. For the purposes of this contract, Falcona Private Jets acts as the Carrier's agent.

## 3. PRICE

3.1 All charters offered are subject to availability. The price includes only the flight sector(s) and services as are itemised on the Booking Confirmation and none other. The price must be paid at least 21 days before the first date of travel. We accept payment by Cheque, Bank Transfer, Switch or Credit Card (a fee of 2% applies, 2.6% for business/corporate cards and 2.75% for American Express). If the price is not paid in full in the time stated above, we will be obliged to cancel the booking.

The price included on the booking confirmation is subject to increase in the event of an increase in transportation costs; fees taxes or charges imposed on your travel arrangements, or changes in the currency exchange rate used to calculate how much is due for your booking. We will notify you as soon as possible of any price increase, together with information as to what elements of your booking have increased. We do however reserve the right to pass the costs of any levy by the UK Government or any other regulatory body. The currency exchange rate will be calculated on the basis of whatever exchange rate applies when the last instalment of any balance is paid.

3.2 Charter Price - A payment of 20% of the total charter price is payable at the time of booking. The balance of the total charter price must be paid in full at least 21 days before the 1st day of travel.

3.3 Holiday Price - A payment of 30% of the total cost of your booking, plus any additional deposits which may be required to secure yacht charters, villa rentals, specific hotels / apartments (high season, exclusive suites) or pre-booked events, is payable at the time of booking. The 'additional deposit' charges normally range from 15-50%. In some circumstances a full payment may be required. The balance of the sum set out in your booking confirmation is due not less than 8 weeks before the 1st day of travel. Approximately 10 weeks prior to the 1st day of travel we will send you a final invoice showing the outstanding balance which must be settled in full within 14 days of the invoice date. If the booking is made where there are less than 8 weeks before the 1st day of travel full payment is required at the time of booking, without exception. If a deposit is paid but the final payment is not subsequently paid the deposit will not be refunded. If full payment is not made as required Falcona Private Jets reserve the right to cancel all travel arrangements.

## 4. ALTERATIONS AND CANCELLATION BY THE CLIENT

4.1 If you wish to change your booking after it has been confirmed, the Principal Person who made the booking must make such a request in writing. We will do our utmost to accommodate such a request, but we cannot guarantee being able to do so, especially if the booking is confirmed. An alteration charge of £50 will be incurred and further costs may also be incurred as a result of such alterations. Please note that once a booking is confirmed, and especially if the alteration is requested shortly before the booking commences, you may incur cancellation costs of which are 100% of your travel arrangement charges. Cancellation of your booking will not be confirmed until we receive such notice.

4.2 Period before departure when notice of cancellation is received by us.

Charter Cancellation Charge	(% of total travel arrangements cost)
From date of signed Booking Confirmation	20%
Less than 14 days	30%
Less than 7 days	75%
Less than 2 days and no show	100%



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Holiday Cancellation Charge	(% of total travel arrangements cost)
56 days or more	Deposit Forfeited
55-43 days	50%
42-29 days	75%
28-8 days	90%
Less than 7 days	100%

4.3 Please note that the booking you have made is based on the number of persons for whom you have made the booking, therefore if one or more members of your party cancel, the remainder may have to pay an increased charge the aircraft charter, accommodation, transport and any administration costs incurred. We will notify you at the outset if there is a minimum number of persons who can take your booking or any part of it and we reserve the right to cancel if the number of persons taking part drops below this minimum.

Please note that if you decide to end your booking early, or choose not to use any service or element of your booking for which you have paid for, no refund will be given for that part of your booking.

## 5. ALTERATIONS AND CANCELLATIONS BY FALCONA PRIVATE JETS

It is sometimes necessary to make changes to your travel arrangements.

5.1 If a change is minor, such that the service you receive is substantially the same, then no compensation will be payable. Examples of such changes include:-

- Changes to your outward or inbound flights by less than 6 hours.
- Changes of airport for reasons beyond our control such as weather or operational reasons.
- Changes of other services provided or requested of a similar or superior standard.
- Changes of aircraft type to one of a similar or superior standard.
- Change of limousine/chauffeur company.
- Changes or alterations to any scheduled events or confirmed bookings.
- Changes to any meals or catering services.

It is sometimes necessary to make significant changes to your travel arrangements.

5.2 If a significant change is made to your travel arrangements we will endeavour to offer a suitable alternative. Where significant changes occur beyond our control and the consequences of which could not have been avoided, even with all due care, no compensation will be offered.

5.3 Force Majeure If we are prevented from fulfilling any part of your travel arrangements as a result of strikes, lockouts, inclement weather, war or threatened war, terrorist activity, civil unrest, riot, demonstration, fire flood, earthquake, and other Act of God, any order of a court or government, or for any other reason beyond our control, our obligations hereunder shall be permanently suspended.

5.4 Falcona Private Jets are not liable for any costs incurred as a result of delays and/or re-routes arising from inclement weather, strikes or air traffic control instructions including extra flying time. Where, in these circumstances, the Aircraft is forced to land at a different airport to the airport stated in the Booking Confirmation, the costs incurred to transport the client back to the original airport or intended destination will be met solely by the client and Falcona Private Jets is under no obligation for these costs.

## 6. INSURANCE

It is essential that the Principal Person and all other members of your party are covered by a policy of travel insurance to cover personal injury or accident, death, medical and repatriation expenses, loss or damage to baggage and valuables, personal liability, delay, cancellation, missed departure and legal expenses. We reserve the right to insist on the proof of insurance before your departure date. Please note that we do not supply travel insurance policies, but these are readily available.

## 7. FALCONA PRIVATE JETS RIGHTS AND OBLIGATIONS

7.1 Falcona Private Jets will provide an Aircraft for the Client, fully manned, fuelled and equipped to carry out the obligations as stated on your booking confirmation. Falcona Private Jets may need to substitute alternative Carriers or Aircraft suitable for the Charter without liability.

7.2 Falcona Private Jets reserves the right at any given time to refuse or allow the Client or any of its passengers to board the Aircraft should we deem it necessary for whatever reason, including but not limited to, their behaviour/conduct whether deemed accidental or not. Falcona Private Jets will charge the Client any costs related to the Client or any of its passengers' behaviour which causes financial loss. Such costs include but are not limited to crew and pilot expenses (accommodation and refreshments) and any other costs resulting from delay to the Itinerary as set out on the booking confirmation caused by any such behaviour.

7.3 Should the confirmed Charter Aircraft(s) become unavailable for any reason; Falcona Private Jets will endeavour to find an alternative Carrier at a comparative price. Should this not be possible, Falcona Private Jets will use its best endeavours to find an alternative Carrier/Aircraft as close to the confirmed Charter cost and the Client will be liable to pay the increased Charter price. We also reserve the right to cancel your Charter but will do so within 2 weeks of departure, except for reasons of force majeure or failure by the Client to pay the final balance.

## 8. CLIENT OBLIGATIONS

8.1 The Client must provide all information in respect of it and all its passengers to allow the tickets and other flight documentation to be produced.

8.2 The Client shall arrive; and shall ensure all passengers arrive at their designated place of departure by the designated check-in time as set out on the Booking Confirmation and Falcona Private Jets and the Carrier reserves the right for the Aircraft to depart as scheduled whether or not all the passengers are on board the Aircraft. Falcona Private Jets will have no further responsibility in relation to those passengers who fail to make it on to the Aircraft and reserve the right to cancel a flight without compensation or reduction in price if the Aircraft has been waiting for more than three hours.

8.3 Should the Client or any of its passengers fail to arrive for the check-in time, the Client shall be liable to pay any costs that arise from and incidental to the delay. Such costs may include but are not limited to, additional airport charges, as well as costs in relation to additional crew and pilot expenses (accommodation, meals and refreshments required as a result of any such delay).

8.4 The Client shall be liable for any costs occasioned by and incidental to reasonable delays or re-routes arising from poor weather conditions, strikes, air traffic control, including but not limited to costs caused by de-icing, time slot delays, additional hangerage, aircraft parking and other additional charges as well as crew and pilot expenses for accommodation, meals and refreshments required as a result of any such delay.

8.5 In the case of a partially cancelled flight, the Client will be liable for any subsequent transport costs.

8.6 All decisions regarding flight plans (including decisions to omit or alter a stopping place in cases of necessity), how and when to take off and land the Aircraft and safety of the passengers and crew shall be made by the pilot (or in his absence, the co-pilot) and the Client shall be liable to pay an increase in the Charter Price occasioned by any deviations from the Booking Confirmation, which the pilot or the co-pilot deem necessary. If any flight(s) on the Booking Confirmation is/are diverted to another airfield, the flight(s) shall nevertheless be deemed to be complete in accordance with the Booking Confirmation. No compensation or reduction in the Charter price shall be given and the Client will be liable for any additional costs resulting from any such diversion.

8.7 The Client shall ensure that no damage is caused to the Aircraft by them or any of their passengers and agrees to accept full responsibility for any costs associated with and incidental to the repair of any such damage. Falcona Private Jets will invoice the Client in respect to the costs incurred as a result of such damage.

8.8 Falcona Private Jets makes no undertakings whatsoever in respect of the carriage of baggage, the acceptance or otherwise of which rests solely with the Pilot of the Charter Aircraft(s). Falcona Private Jets shall not be liable for any loss or damage to baggage however caused.

8.9 The Client shall ensure that all luggage is properly and sufficiently packed for carriage and the Carrier shall have the right to refuse to carry on board any luggage which has not been properly secured or items being carried which are deemed hazardous. Carriage of luggage is the sole discretion of the Pilot in charge. Furthermore, the quantity and volume of luggage should always be a major consideration when choosing your Aircraft and Falcona Private Jets will advise you accordingly at the time of booking.

8.10 The Client shall also be responsible for any additional charges for warehousing, ground transportation and customs clearance in relation to any luggage it or its passengers take on board the flight(s) as advised by Falcona Private Jets to the Client.

8.11 Should any of the Clients or its passenger's luggage be damaged during carriage on any of the flights stated on the Booking Confirmation; the Client must bring this to the immediate attention of the Carrier.

8.12 The Client shall ensure that it has, and its passengers have, possession of all travel documentation in order to allow passage in to the designated places of arrival as set out on your Booking Confirmation, including but not limited to Passport and Visa documentation and Cheshire Private Jets makes no warranty and accepts no responsibility in relation to the requirements for entry into or departure from any of the scheduled countries or states and the Client shall be liable for any costs occasioned by and incidental to any failure by its or its passengers to present the correct documentation. All information regarding Passport and Visa Entry requirements is available from [www.passport.gov.uk](http://www.passport.gov.uk)

8.13 The Client shall comply and ensure its passengers comply with all directions given by the Carrier in relation to applicable customs, legislation, police, public health and other regulations and rules and codes of industry practise to the United Kingdom and other countries and states to which the Booking Confirmation relates. We strongly recommend seeking professional medical advice for vaccination requirements. Information regarding vaccination requirements for certain countries and specific areas are constantly updated by the Department of Health. For the most up to date information visit [www.fco.gov.uk/countryadvice](http://www.fco.gov.uk/countryadvice) or contact the Foreign Office on 0845 850 2829.

## 9. LIABILITIES

9.1 Falcona Private Jets acts only as Agent/Broker for all travel arrangements set out on your Booking Confirmation. Falcona Private Jets shall not be liable to the Client for any personal injury or accident, accidental death or death by misadventure, damage or loss of property, lost profit, special or consequential damage, during the use of the services set out on the Booking Confirmation, however caused. The Client shall be in a direct contractual agreement with the suppliers set out on the Booking Confirmation and you should pursue them directly.

Where the service being provided is by air, sea, rail, road and accommodation, and where this is governed by an international convention, then any limitations set out in that convention will apply. Copies of such can be obtained by request from Falcona Private Jets or the suppliers.

9.2 We will not be liable to you for any deficiency if this arises out of anything caused by you or some member of your party; if it is caused by some third party who is not connected with the provision of your trip where this is unforeseeable and unavoidable; or unusual and unforeseeable circumstances or events beyond our control.

9.3 If you have any complaint about any element of your trip, please notify the local supplier (hotel, restaurant, travel company etc) immediately. If this does not resolve the issue, please contact us immediately. If this does not result in your complaint being resolved locally, we will seek to address any complaint so long as we are notified in writing within 28 days of your return home.

9.4 If there is any dispute arising out of this contract or the provision of services to you by us which we cannot resolve by negotiation, it shall be referred to arbitration, to an independent arbitrator appointed by the Chartered Institute of Arbitrators.

9.6 This contract is governed by English Law and is subject to the exclusive jurisdiction of the English Courts, both as to any issues which may arise as to the booking and/or any issues which may arise as to performance.



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9.7 We take full responsibility for the security to protect information you provide when you make a booking but please be aware your personal information has to be passed on to third parties and suppliers in order to fulfil your booking.

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I CONFIRM THAT I HAVE READ AND FULLY UNDERSTOOD THE ABOVE TERMS AND CONDITIONS WHICH APPLY TO MY/OUR BOOKING WITH FALCONA PRIVATE JETS, AS SET OUT ON THE BOOKING CONFIRMATION DOCUMENT WHICH I HAVE BEEN PROVIDED WITH, AND THAT THERE ARE NO OTHER TERMS WHICH HAVE BEEN AGREED BETWEEN US WHICH APPLY TO THIS CONTRACT.

PRINCIPAL PERSON \_\_\_\_\_

PRINT NAME \_\_\_\_\_

SIGNATURE \_\_\_\_\_

DATE | | \_\_\_\_\_

PRINT NAME(S) OF ALL MEMBERS OF YOUR PARTY

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