

**ST BARTH EXECUTIVE****BOOKING AND CARRIAGE TERMS AND CONDITIONS****Version dated November 12, 2019**

These booking and carriage terms and conditions (the “**Terms and Conditions**”) regulate the Booking of Flights on the <https://www.stbarthexecutive.com/> Website of ST BARTH EXECUTIVE, a French simplified joint-stock company with a capital of €100,000, whose registered office is located at Apt c18 Les jardins de Saint Jean, 97133 SaintBarthélemy, identified under the Basse-Terre Trade and Companies Register number 814 853 552.

ST BARTH EXECUTIVE sells charter flights and air taxi services with flight crews to individuals and legal entities.

The use of the Website and the management of Customers 'personal data are governed under the Privacy Policy, which Customer acknowledges having read and accepted separately.

Before placing a Booking, Customer must read and accept these Terms and Conditions without reservation. The agreement between ST BARTH EXECUTIVE and Customer is formalized by Company's communicating a confirmation e-mail and Customer's reference file.

These Terms and Conditions govern all Flight Bookings placed starting from the above date. For any Booking placed before this date, Customer must refer to the terms and conditions of sale provided on a durable medium in its confirmation e-mail.

**PREAMBLE: Definitions**

The following terms will have the following meanings in these Terms and Conditions:

“ <b>Company</b> ”:	refers to ST BARTH EXECUTIVE (SBE), the airline operating the Flights.
“ <b>Customer</b> ”:	refers to any individual of full age and capacity or any legal entity paying for a Booking.
“ <b>Booking</b> ”:	refers to any Flight reservation made by Customer.
“ <b>Passenger</b> ” or “ <b>you</b> ”:	refers to any natural person listed on the Flight.
“ <b>Website</b> ”:	refers to the ST BARTH EXECUTIVE website at <a href="https://www.stbarthexecutive.com/">https://www.stbarthexecutive.com/</a> where Customer can book one or more Flights
“ <b>Flight</b> ”:	refers to the service of air transport from an origin to a destination via charter aircraft or air taxi with flight crew, operated by Company under the public transport regime.
“ <b>Empty Leg Flight</b> ”:	refers to the sale and provision of the Aircraft subject to the Flight to a third party at a time of no-load to its base or a third-party airport without any Passengers on board.
“ <b>Shared Flight</b> ”:	refers to the sale and provision of seats available in the aircraft subject to the Flight for the benefit of third parties when the Customer agrees to share his or her Flight.

**BOOKING TERMS AND CONDITIONS - INTERNET**

### **Article 1: Registering on the Website**

To place a Booking on the Website, Customer is asked to create a user account consisting of a user name (e-mail address) and a password. Customer will keep their contact information up to date so that Company can contact them at any time regarding their current Bookings.

Customer will protect the confidentiality of their login details and not reveal or communicate it to third parties. Company will not be responsible for the consequences resulting from the fraudulent or malicious use of these login details due to Customer's fault or negligence.

### **Article 2: Booking procedure**

#### **2.1 Requesting a Flight**

After creating an account on the Website, Customer may request a Flight on the Website.

Customer shall specify the date, desired route and number of Passengers. They may inform Company of their special requirements (special meals, drinks, etc.) at the time of requesting the Flight. Only the terms of the Booking stipulated in the price quote are binding on Company. Company will do its best to respond to other requests, but can in no way guarantee it will accept and fulfil them.

After receiving the Flight request, Company will email Customer a written price quote. To confirm the Booking, Customer shall visit the Website, expressly accept the latest price quote sent by Company, and pay for the Flight.

#### **2.2 Pricing**

Prices are communicated in Euros (unless another currency is specified, in which case currency exchange and bank charges are applied and charged to Customer) and include tax, but exclude certain airport and/or locally-collected State taxes. The price of a Flight corresponds to transport from the airport of origin to the airport of destination unless otherwise indicated in the price quote. The price does not include surface transportation between airports or between airports and city terminals. The price will be calculated in accordance with the prices in force on the date of the Booking for a specific type of transport (VIP services, catering, special chargeable requests, etc.) on the dates and for the itineraries indicated on the Company's price quote sent by e-mail. Any change of date or itinerary may change the applicable price.

#### **2.3 Booking Confirmation**

Before confirming the Booking, Customer will be able to search for and correct any errors that may be made during data entry.

In order to finalise the Booking, Customer shall accept the price quote and these Terms and Conditions, and shall pay for the Flight.

Customer may be asked to provide all of the following information for each Passenger they are representing: first and last name, date of birth, passport information (number, date of issue, expiry date), nationality, and any other relevant information requested by Company. Customer must make sure the information they provide is scrupulously identical to that appearing on the travellers' identity documents and any other document required for the trip (visa, forms, etc.). In addition, Customer must make sure the e-mail address they provide is correct and functional because it will be required in order to receive the various Flight information and other documents. Customer will be solely responsible for any errors and their consequences.

Flight bookings will not be confirmed and the time slot will not be reserved until Company has received full payment. Company has no down payment system. To be honoured, all Flights must be paid in full at the time of the Booking.



Customer's Booking is therefore only confirmed when payment has been made and Company has sent to Customer their file reference number. In addition, a confirmation e-mail containing all the elements of the Booking is sent to Customer.

Online payment is made by card with immediate debit. Payment is fully secured by the highest standard of data encryption. If you wish, may save your credit card data securely (tokenisation) so as to be able to make subsequent payments via the Website without having to fill in your bank details for each Booking.

After the payment is received and all the information requested by Company has been provided, travel documents for all Passengers will be sent to Customer.

#### **2.4 No withdrawal or transfer rights**

**In accordance with the provisions of Article L221-2 of the French Consumer Code, Customer does not have a right to withdraw from a Booking placed on our Website.**

**The Booking is not transferable. Also, once the Booking has been placed, Customer may no longer change the names of the Passengers.**

#### **2.5 Customer's responsibilities under the Booking**

In general, Company is not responsible for any booking errors that are attributable to Customer or caused by exceptional and unavoidable circumstances.

Customer places the Booking in the name and on behalf of all the Passengers they register. Customer therefore guarantees that they have full power to represent all the persons listed on the Booking and that all of them are able to take the Flight described in the Booking.

Customer certifies that they have obtained the agreement of each Passenger to place the Booking and to receive any refunds or compensation for all of the Passengers under the Booking.

Customer will transmit all communications/correspondence relating to the Booking to all Passengers (including these Terms and Conditions and any exchanges relating to possible modifications or cancellations).

Whether an individual or a legal entity, Customer shall pay the invoice issued by Company for all Passengers listed in the Booking and for all expenses and supplements, including unforeseen costs, which may occur when the Booking is fulfilled. Consequently, all costs directly or indirectly related to the actions or behaviour of Customer or any Passenger will be billed directly to Customer, who accepts this expressly and without reservation.

When those additional services and benefits are provided to Passengers during the Flight without this being provided in the booking, those services and benefits will be subject to an additional charge paid by the Customer. In particular, such charges are due (non-exhaustive list) for the following services:

- Use of WIFI on board
- Cabin cleaning in case of unusual amount of dirt
- Restoration further to damage to the Aircraft
- Catering services
- Additional Customer requests
- Unscheduled VIP transfer



- Additional Passenger handling and FBO costs
- Delay or request to wait upon boarding
- Stop-over costs when flight schedules require the Aircraft and crew to stop over (parked overnight outside the home airfield) etc.

### **Article 3: Alternative dispute resolution procedure**

If not satisfied within 60 days of contacting Company's Customer service, in case of a national or cross-border dispute within the meaning of Article L611-1 of the French Consumer Code, Customer may refer the matter to a Mediator [...]

The Mediator's mission is to attempt, with total independence and impartiality, to have the parties come together and reach an amicable solution. Customer remains free to accept or refuse the use of mediation or refer the matter to the appropriate courts.

Consumers residing in the European Union are informed that they may also use the European Online Dispute Resolution Platform (ODR) to settle their disputes: [www.ec.europa.eu/consumers/odr/](http://www.ec.europa.eu/consumers/odr/)

### **Article 4: Contact**

Customer may contact Company by telephone at +590 590 87 30 44 or by e-mail at [booking@stbarthexecutive.com](mailto:booking@stbarthexecutive.com) to reserve Flights, obtain information prior to Booking, or for questions concerning an existing Booking.

### **Article 5: Applicable law**

These Terms and Conditions are subject to French law except where this is contrary to the public policy rules to which Customer and/or the Passenger are subject, in which case these rules shall take precedence.

In all cases authorised by applicable regulations and unless proscribed by law, the Courts of Basse-Terre will have exclusive jurisdiction to hear any dispute relating to the Booking and the provisions of these Terms and Conditions.





**GENERAL TERMS AND CONDITIONS OF CARRIAGE****PREAMBLE**

The terms and conditions of carriage apply to the Booking and to any flight or portion of a flight operated by ST BARTH EXECUTIVE.

You will soon be travelling with our Company.

**First, we would like to remind you of the essential rules you must respect to ensure your safety and comfort during the Flight.**

Depending on the health situation at departure or destination, the public authorities may have to take measures that are compulsory for the Company and the Passengers. The Company will inform the Customer of these **mandatory measures and formalities** (restrictions, documents, online forms, certificates, tests, etc.) and **check that they are complied with when checking in for boarding**. If the Passenger does not provide all the necessary documents before check-in or within the time limits imposed, **the Company will be obliged to refuse boarding at the exclusive expense of the Customer without any refund or credit from the Company**.

We wish to remind you that the **Flight is non-smoking** and the **use of electronic cigarettes is not allowed on board**. The use of **electronic equipment** during the Flight may cause interference with the aircraft's devices. We request you turn them off before take-off and for the entire duration of the flight or use them **in aeroplane mode only**.

Your largest cabin baggage must be stored in the dedicated area at the rear of the cabin. Your small bags (purse, laptop...) must be stored in a way that does not obstruct the aisle or the emergency exits. If you are travelling with your **pet** in the cabin, it must be placed on your lap in a **transport bag approved for aeroplane transport**, and remain there for the duration of the flight.

After boarding the aircraft, **for your safety, your seat belt must be fastened before take-off and remain fastened for the duration of the flight until the aircraft has arrived and docked**. The emergency exits are at the centre right, front and rear of the cabin. Lifeboats are located at the rear of the cabin and a life vest is located under your seat. A safety notice is provided. It contains the aircraft's safety and evacuation instructions, which we invite you to read attentively.

Our aircraft have toilets on board. The flight crew will explain how to use them. For safety reasons, **use of the toilets is not recommended on flights of less than 1 hour (take-off, landing and turbulence)**.

**The Flight has no cabin crew.**

On board the aircraft, no Passenger shall behave in such a way as to hinder, inconvenience, threaten or endanger any person or persons, property, or the aircraft itself. As such, Passengers undertake not to prevent the flight crew from performing their duties in any way and to comply with their directions, instructions and recommendations for ensuring the safety and security of the aircraft, the smooth running of the Flight and the comfort of the Passengers.

Company may, at its own discretion, limit or prohibit the consumption of alcohol on board.

Making non-personal videos and/or photographs is prohibited on board the aircraft except with the captain's permission.

If the Passengers do not comply with the above obligations and those generally detailed in these terms and conditions of carriage, Company may take any appropriate and reasonably necessary measure in accordance with the laws and regulations. In this regard, Company may require one or more Passengers to disembark before



take-off, divert the Flight and/or take restraining measures at any time during the Flight. Company reserves the right to take any measures to safeguard its rights against Customer, a Passenger or any third party who does not comply with the provisions of these terms and conditions (and those of Article 2 relating to the refusal of Passengers) or commits an offence or wrongful act during check-in, boarding, the Flight, disembarkation and generally during any part or all of the service.

Our ground staff and flight crew (pilots) will be available for any further information at the time of the Flight.

### **Article 1: Check-in and boarding**

Once the Booking has been made in accordance with the booking terms and conditions, Passengers must report to the airport of departure for check-in and boarding.

Passengers must arrive early enough before departure to complete all the formalities necessary for their trip. Passengers must provide the Company with all the necessary information and in particular all documents or proof of the formalities carried out relating to the health or safety measures imposed by the applicable regulations. Any Passenger for whom any of the documents or information requested is missing or who provides incomplete information may be refused boarding by the Company. This denied boarding will be at the exclusive expense of the Customer without any refund or credit by the Company. If, because of this refusal, the other Passengers do not wish to board, or if the Flight was booked for this Passenger only, the Flight will be considered as cancelled by the Customer at his or her exclusive expense (non-refund of the Flight and invoicing to the Customer of any additional costs incurred by the Company).

Unless otherwise stated on the Flight confirmation or communicated by Company by any means prior to the Flight, check-in begins 1 hour before the scheduled departure time. Check-in and the flight are closed 30 minutes before the scheduled departure time. If the Passengers arrive at the check-in gate beyond this limit, Company may cancel the Booking and the Flight will be neither modifiable, nor refundable.

All Passengers must be present at the gate before the boarding time indicated at check-in. Company may cancel the Booking if any or all of the Passengers are not at the gate by the boarding time indicated to Passengers at the time of check-in.

Company cannot be held liable for any reason, including losses, damage or expense, if the Passenger does not comply with the provisions of this article.

### **Article 2: Refusal of Passengers**

Company may refuse to carry a Passenger and their baggage at any point during boarding and/or flight connections in one or more of the following cases:

- (a) The Passenger is not in compliance with the applicable regulations.
- (b) Transporting the Passenger and/or their baggage could endanger the safety, health, hygiene and good order of the aircraft, particularly if the Passenger makes threatening remarks or uses abusive and/or insulting language or behaviour towards Passengers or staff.
- (c) The physical or mental condition of the Passenger, including conditions caused by the use of alcohol or by taking drugs or medications, could pose a danger or risk to themselves, the other Passengers, the flight crew or property.



(d) The Passenger has compromised security or good order during check-in or, in the case of connecting flights, during the previous flight.

(e) Company has informed the Passenger in writing that it will not be able to carry him/her again on one or more specific Flights for a legitimate reason. Company has informed the Passenger in writing that they have been placed on the list of persons who are prohibited from boarding Company's aircraft for subsequent trips to any location for a legitimate reason. In such a case, a refund of the unused Flight will be granted.

(g) The Passenger is unable to prove that they are the person named in the "Passenger Name" space on the ticket.

(h) The Passenger (or the person who paid for the Flight) did not pay the full price including tax.

(i) The Passenger does not have valid travel documents, has sought to enter a territory illegally during a trip, destroys their travel documents during the Flight, refuses to allow Company to take and keep copies of them, or their travel documents have expired, are incomplete under current regulations, or are fraudulent (identity theft, falsification or forgery of documents).

(j) the Passenger has not provided all the documents, certificates or other elements relating to the formalities, in particular health formalities, imposed by the regulations or by the Company in compliance with the applicable regulations.

(k) Customer's or the Passenger's ticket: (a) was acquired fraudulently, or (b) has been listed as lost or stolen, or (c) is falsified or counterfeit, or (d) has a flight coupon that has been tampered with or modified by someone other than Company.

(l) Customer or the Passenger refuses to pay supplementary and/or service charges (baggage, pets, VIP services, etc.).

(m) Customer and/or the Passenger has not complied with the safety and security instructions and regulations.

(n) When benefiting from a discount or a price subject to special conditions, Customer is unable to provide the supporting documents required for the award of that special price and refuses to pay the adjusted price calculated by Company.

### **Article 3: Baggage**

#### **3.1 Baggage carrying capacity**

Given the size of our aircraft and the runways of some airports such as Saint Barthelemy, Mustique, Union, etc., special attention is paid to baggage carrying capacity. For this reason, it is necessary to provide the dimensions and weight of all the baggage to be carried, using the information Customer has at the time of ordering, then precisely at least 24 hours before departure. Prior to confirming the Booking, Company will inform Customer of the weight and dimensions of the baggage that can be carried (depending, among other things, on the number of Passengers and the routes to be flown). The Passengers and Customer will strictly comply with these restrictions. No baggage beyond the size and weight indicated by Company can be carried. If it is not possible to carry the entire number of bags anticipated for reasons beyond Company's control and to which it is subject, such as weather conditions or regulatory or security reasons determined by the captain, Company reserves the right to remove the required number of bags, which does not entitle the Passengers or Customer to demand any refund or compensation in the absence of wrongdoing. The Company will endeavour to transport the baggage that could not be carried to the destination within twenty-one days of the date on which it should have arrived; these shipping costs will be billed in full to Customer. If Customer wishes to cancel the Flight because all the



baggage cannot be carried along with themselves or the Passengers, they cannot claim any refund or compensation whatsoever in the absence of Company's wrongdoing (the Flight is deemed a "no show" and Customer loses all rights to the cancelled flight).

If the baggage exceeds the carrying capacity on the day of the Flight, Company will propose transport solutions to Customer. The related costs will be billed in full to Customer (second flight, chartering of a second aircraft, "Rush" loading on another company or cargo, etc.)

### 3.2 Cabin Baggage

**Cabin Baggage:** Your baggage allowance for your carry-on bag and all your accessories is **10 kg**. Your carry-on bag cannot be larger than **50 X 35 X 25 cm**, including pockets, wheels and handles, and your accessory cannot be larger than **40 x 30 x 15 cm**. Any non-compliant cabin baggage will be checked and carried in the hold at no extra cost.

In addition to a carry-on bag, Passengers are allowed to carry one personal accessory: a purse, a briefcase, or a case for a laptop, camera or other electronic device. Passengers are reminded that Company may require cabin baggage to be transferred to the hold for reasons of safety, security or cabin space limitations. In the event of such a transfer, it is imperative to inform the ground staff of the presence of items in the baggage that are prohibited in the hold so that it will be kept in the cabin. This includes:

- Replacement lithium cells or batteries (or batteries only),
- e-cigarettes,
- External batteries.

### 3.3 Checked baggage

Unless otherwise stated on the Booking confirmation, the maximum weight per checked baggage aboard all our flights is **32 kg per bag**. Special authorisation from Company is required and fees will be charged for bags exceeding **32 kg**. The maximum baggage allowance is **380 kg** for up to **4 Passengers** (beyond 181Kg, a surcharge of 500 euros will be billed to Customer for changing the cabin configuration to semi-cargo) **and 150 kg for up to 6 Passengers**. Beyond 6 people, a baggage allowance will be communicated to you at the time of your Booking. Please note that these weights are indicative and that the final baggage allowance depends on weather conditions and the type of runway used by the aircraft.

Your checked bag cannot be larger than **80 X 55 X 35 cm**, including pockets, wheels and handles. We cannot guarantee the transport of bags larger than this due to the configuration of the baggage holds on our aircraft.

### 3.4 Additional services

**Additional allowance for Babies.** You are allowed an additional 10Kg if you are travelling with a baby. This allowance includes baby accessories (folding stroller 15 x 30 x 100 cm, changing bag, car seat). Larger strollers will be taken into account in your baggage allowance.



### 3.5 Sports and leisure equipment and oversized baggage

Given the configuration of the baggage holds on our aircraft, windsurf boards, surfboards, bicycles, golf clubs and other bulky equipment are allowed depending on the number of passengers on board. An accurate description of and information about these items must be provided by Customer and their Passengers (quantity, size and weight) at the time of the booking request in order to determine carrying capacity. It should be noted that with 4 Passengers or less, the cabin can hold several windsurf boards, surfboards, kiteboards, etc. With over 4 Passengers, only small numbers of kite surfing accessories, short boards and golf clubs can be accepted. If the ground crews are unable to load the checked baggage and the configuration of the cabin needs to be changed (half cargo, half Passengers), a surcharge of 500 euros will be billed to Customer for this modification.

For security reasons, hoverboards, Segways and other small personal transporters powered by lithium batteries are not allowed on our Flights, either in the baggage hold or as carry-on baggage.

#### **Article 4: Articles whose carriage is prohibited or regulated**

For Flight safety, certain items and products are prohibited on board the aircraft. Others are regulated and can only travel in your checked or cabin baggage under certain conditions. In some cases, prior agreement is required for their carriage.

Please consult the list of prohibited and regulated items on the [AirBag](#) application developed by the French civil aviation authority.

This information on prohibitions and restrictions derives from the regulations on safety (dangerous goods) and security applicable to departures from France. Health rules and customs allowances are not taken into account. Please consult the Customs website for information on customs and tax exemptions in terms of value and quantities. For safety reasons, it is forbidden to carry explosive, flammable, corrosive, radioactive or magnetic products, or fragile or perishable items, or items prohibited by the Regulations, in your baggage.

Due to the configuration of our aircraft, we do not allow the transport of:

- Sports weapons and ammunition, except with the captain's prior approval.
- Electric bicycles powered by lithium batteries.
- Small personal transporters (electric scooters, hoverboards, monowheels, segways, wave boards, motorised suitcases and other multi-wheeled transporters).

#### **4.1 Liquid products and regulated articles in the cabin**

For safety reasons, small quantities of liquids, creams, gels, perfumes, aerosols, and pasty food products are authorised in cabin baggage as follows:

- No container may exceed **100 ml** - Containers must be placed in a transparent, re-sealable plastic bag with maximum dimensions of **20 cm x 20 cm**.
- The volume of the bag may not exceed 1 litre.
- Only one bag is allowed per Passenger.



A prescription may be required for the transport of liquid medicines or dietary products necessary for travel in the cabin. Liquid foods and beverages for infants are permitted.

#### **4.2 Portable electronic devices and spare batteries**

The transport of electronic devices powered by lithium cells or batteries is strictly regulated.

- **Electronic cigarettes** must be kept on your person, but cannot be used and/or recharged on board the aircraft. Their spare batteries must be transported in the cabin. They are prohibited in the hold.

- **Electronic devices** (notebook computer, smartphone, tablet) should preferably be carried in your carry-on baggage. If, for reasons of size, an electronic device must travel in a checked bag, certain precautions must be taken: - Switch your device off and make sure that it cannot be accidentally switched back on during transport. Make sure your device is not in sleep mode, so that it cannot be switched on unintentionally. - Protect your devices from damage by packing them in a rigid case or in their original packaging. - Do not place them near flammable items (aerosols, perfumes).

- **Lithium replacement batteries** and external batteries (power bank type) are prohibited in checked baggage and may only be transported in the cabin. They must be individually protected to prevent short circuits.

#### **4.3 Vegetable products and foodstuffs**

**Products that are prohibited or regulated for import:** The import and export of perishable goods such as food and plants is prohibited or severely restricted, depending on the country. Inquire at the consular or customs services of the destination and transit countries. **Plants and plant products** (flowers, fruits, vegetables, plants, etc.), likely to be vectors of contamination by pests, are compulsorily subject to a plant health check upon entering the territory of the European Union. However, travellers are allowed certain tolerances, exempting the plants contained in their baggage from the plant health inspection, subject to respecting quantities. **Foods and other products of animal origin** are restricted: meat, meat products, milk and milk-based products are prohibited in travellers' baggage and personal parcels. **Medications** are allowed when imported for personal use, that is to say in amounts corresponding to a 3-month treatment without prescription. **Counterfeits**, which are likely to endanger your health and safety or that of your children, constitute a customs offence and are subject to heavy fines (up to €300,000) and a prison term of up to 3 years.

Importing **certain protected animals** is strictly prohibited. Please consult the regulation of 21 January 2015 setting the quantities of plants, plant products and other objects authorised for import in the baggage of travellers from non-member countries, and the [Customs](#) website for more information.

#### **Article 5: Administrative and health formalities**

##### **5.1 Administrative formalities**

This article summarises the general formalities required for French nationals to travel.

Customer and the Passengers are reminded that it is their responsibility to accomplish all the procedures related to administrative and health formalities and that all costs related to these are at their expense in addition to the price of the Flight.



The administrative and health formalities may vary according to the Passenger's nationality and/or country of residence.

If Customer or a Passenger is not a French citizen, they must first contact Company by phone or e-mail: [Booking@stbarthexecutive.com](mailto:Booking@stbarthexecutive.com) and request Company to provide the pre-contractual information according to their nationality or country of residence.

Only a valid ID may be used for travel (national identity card or passport). Some countries require additional formalities, such as a passport that will remain valid for a period of six months after the date of return, that the traveller has a return ticket, that they can prove that they have sufficient funds or have taken out travel assistance/repatriation insurance.

A visa is mandatory for certain destinations. The details of the formalities to be completed by country of destination are available on the website of the French Ministry of Foreign Affairs: <https://www.diplomatie.gouv.fr/fr/conseils-aux-voyageurs/infos-pratiques/preparer-son-depart/formalites-administratives/>.

Company recommends to Customer to refer back to this site regularly, since the regulations may change between the date of the Booking and the date of departure.

To travel, minor children must have their own valid ID, issued in their name. Company does not allow Bookings including minors unaccompanied by a parent or other authorised adult person. If the child does not have the same last name as yourself, please provide an official document (family record, birth certificate) proving your relationship. Any child travelling with a third party without parental authority must have: a valid passport, a photocopy of the passport of a signatory parent or legal guardian, the form authorising the child to leave the territory signed by one of the parents with parental authority when required.

We recommend that you check the formalities concerning a minors' entering and staying in the country of destination or transit with that country's embassy or consulate. Some countries require additional administrative formalities.

## **5.2 Health formalities**

Before placing a Booking, travellers are strongly advised to consult their doctor and dentist to ensure that their state of health is compatible with the intended trip.

The recommended or compulsory health formalities differ from country to country, and the details for each country can be consulted on the French Ministry of Foreign Affairs website (general information and "Health" tab on each country page), a link to which is provided above. The French Ministry recommends taking out insurance covering medical expenses and repatriation for certain destinations. In addition, the public authorities may have to take mandatory measures that are imposed on the Company and Passengers (restrictions, documents, online forms, certificates, tests, etc.). Failure to comply with these measures may result in the Company denying boarding.

Company advises Passengers to get their vaccinations ahead of time in order to avoid stock shortages. Vaccinations should be done at least three weeks before the departure date.



It is the responsibility of Customer and the Passengers they represent to ensure that they bring along all the medications they may need during the trip.

#### **Article 6: Personal data**

The use of the Website and the management of Customers' personal data are governed under the Privacy Policy, which Customer acknowledges having read and accepted separately, available at: <https://www.stbarthexecutive.com/terms-and-conditions>.

#### **Article 7: Passengers with special conditions**

##### **7.1 Minors**

**Infants from new-born to 24 months:** Any child who has not reached the age of 2 by the beginning of the trip is considered an infant. The infant fare applies. The infant is not assigned a seat, and must travel on the lap of the accompanying adult.

If the child reaches the age of 2 during the trip, the child fare applies to the portion of the trip concerned. They will be assigned their own seat.

In order to comply with the on-board safety rules, an accompanying adult cannot travel with 2 infants. Our flight crew will provide you with a suitable and approved seat belt for your infant's safety during the Flight. "Baby carriers" are not allowed as restraining devices during the flight. We remind you that Passengers travelling with infants may not be assigned seats in the emergency exit rows.

**Children from 2 to 11 years old** Children under the age of 12 must be accompanied by an independent adult at least 18 years of age. The accompanying adult may be under the age of 18 if they are the child's father, mother or legal guardian. We do not accept unaccompanied children under the age of 12.

**Children over 12:** A child aged 12 on the date of departure may travel alone. An accompanying adult is not required. A child travelling alone must carry their identity documents and an authorisation to leave the territory, duly completed and signed by the person holding parental authority, and a copy of the document proving the identity of the signatory.

**Unaccompanied minors (UM):** A UM is a child travelling alone and aged from 6 to 11 (inclusive). **We do not accept unaccompanied children in this age bracket.**

**Care of your child:** A ground attendant takes charge of your child of over 12 years and assists them with immigration formalities and picking up their checked baggage. The person accompanying the child to the airport must remain present until the departure of the Flight. Upon arrival, your child is handed over to the person named in the travel file on presentation of a document proving their identity. The person picking up the child must make themselves known to our ground staff and be present before the arrival of the Flight.

##### **7.2 Passengers with special health conditions**

Passengers with a medical history or a special health condition are responsible for consulting a doctor before boarding a Flight and for taking all the necessary precautions for the proper conduct of the Flight.

A prior medical approval will be produced and the Company will be notified on the following case:

- Passengers suffering from a contagious and transmissible disease,
- Passengers with an illness or just underwent a surgery,
- Passengers requiring medical attention or equipment for the maintenance of good health during the Flight,
- Passengers with syringes,
- Passengers requiring supplemental oxygen facilities.

**7.2.1 Pregnant women:** It is important to specify if you are pregnant at the time of your reservation. Pregnant women who are in good health, have no history of premature birth, and whose pregnancy is uncomplicated can travel on our flights up to the **6th month of pregnancy** without a medical certificate.

From your **6th month of pregnancy**, a medical certificate will be required to travel. The medical certificate must be issued at most **7 days** before the trip and (i) certify that the pregnancy does not present any complications; (ii) state the expected delivery date; and (iii) expressly state that the pregnancy is not a contraindication to air



travel. If the expected delivery date is not specified on the medical certificate, the aircraft's captain may refuse boarding.

For special cases: at-risk pregnancy, multiple pregnancy (from the 28th week), the future mother must present a medical authorisation signed **72 hours** before the scheduled departure. The medical authorisation must indicate that the doctor considers her physically fit to fly on an aircraft. It must also include the estimated delivery date. As a reminder, seats located in the emergency rows cannot be assigned to pregnant women. Healthy pregnant women with no history of premature birth and uncomplicated pregnancy will be able to travel until the 5th month of pregnancy (included) without a medical certificate.

**7.2.2 Passengers with disabilities:** In order to take charge of the Passenger with disabilities and facilitate their travel in the best possible conditions, Customer must request assistance at the time they request the Flight and/or at least 48 hours before departure. Certain types of assistance (personal wheelchair transport, guide dog) require a prior request to our reservation service by e-mail at [Booking@stbarthexecutive.com](mailto:Booking@stbarthexecutive.com), specifying the nature of the assistance you require. You will then be contacted as soon as possible to finalise your travel file. As a reminder, seats located in the emergency rows cannot be assigned to persons with disabilities.

**Physical disability:** If you require ground assistance related to permanent or temporary reduced mobility, we will provide you with a wheelchair for your transfer between the terminal and the aircraft. If you wish to travel with your own wheelchair, we recommend you contact our booking service, who will inform you about our acceptance and transport procedures. Due to the size of our aircraft, certain heavy mobility aids and/or equipment with electrolyte or lithium batteries cannot be loaded. Your mobility aid must comply with the provisions for the transport of electronic and electrical equipment.

**Sensory impairment:** If you are blind or visually impaired, our ground staff will assist you with check-in, boarding, seating on the aircraft and picking up your baggage upon arrival. If you are travelling with your guide dog, we will transport it at no extra charge. The dog must meet the conditions of carriage described in the "Animals" clause below.

**Intellectual disabilities:** People with intellectual disabilities may travel alone as long as they are able to understand and comply with the safety instructions. It is essential to specify the degree of disability at the time of booking so that the most suitable assistance can be provided. Our ground staff will assist them with check-in, boarding, seating on the aircraft and picking up their baggage upon arrival.

**Respiratory insufficiency:** Since our aircraft are not equipped with a medical oxygen distribution system, we recommend the Passenger bring their own personal breathing apparatus and spare batteries into the cabin for the trip. Only approved oxygen concentrators are allowed on board and may be used during Flight when needed. Please contact us in advance to request our agreement and consult the list of approved oxygen concentrators.

**Companions and medical authorisation:** Certain pathologies or handicaps may require the presence on board of a companion. A companion is a medical professional or third party capable of assisting the passenger under their care with a permanent or temporary disability. They must be physically able to move the passenger.

**Passengers with severe disabilities:** For safety reasons, we ask for a companion to accompany Passengers suffering from a severe motor or intellectual disability and unable to move or to understand and comply with the safety instructions.

**Repatriation for medical reasons:** Unaccompanied medical repatriations are allowed on our charter flights provided that the Passenger can occupy a seat in a seated position and is able to comply with the safety instructions. The Passenger must be in possession of a medical clearance for travel issued by their doctor. For medical repatriations on a stretcher, the Passenger must be in possession of a medical clearance for travel and must be accompanied. Medical personnel are required when the Passenger needs medical assistance or the use of special medical equipment for the purpose of maintaining their good health.

#### **Article 8: Animals**

We welcome your pets (dogs and cats) at no additional cost.

In case of fraud, absence or irregularity of the required documents or if the pet transporter is non-compliant, Company will take no responsibility for injuries, losses, delays, illness or death of the animal being transported as a result of such violations, unless caused by Company's negligence. In the absence of compliance with the applicable regulations, Customer must reimburse Company for any fines, losses, repairs or other costs incurred as a result of such a situation.



**Animals in the cabin:** As there is a limit to the number of animals allowed in the cabin, their transport is subject to Company's prior agreement. The presence of animals on a Flight must be reported at the time of booking so as to check availability and confirm the booking of your animal on your Flight. You may carry into the cabin a dog or a cat whose weight does not exceed **8 kilograms** (bag included), subject to the agreement of the booking service.

The transport of animals under 8 weeks old (between metropolitan France and the West Indies) is prohibited. Your animal must meet the government regulations for the import, export and transit of live animals of the countries you wish to visit. In Europe, this is in accordance with EASA Regulation 965/2012 (**except for service animals**).

**Transport conditions:** Your dog or cat must travel in a certified, approved flexible carrying bag that does not exceed **43 x 35 x 24 cm**.

Your animal must be clean, healthy, non-dangerous and odourless and must not disturb other Passengers. The bag should be well-ventilated and allow your pet to stand up and turn around. Your animal must remain in the bag for the duration of the flight. The bag must always remain closed. The bag must be kept on your lap for the duration of the Flight. You may only carry one animal per bag. Passengers travelling with an animal in the cabin may not occupy a seat near an emergency exit or be seated near a Passenger travelling with another cabin animal. For safety reasons, rigid cases (cages) for animal transport are not accepted in the cabin, whatever their size.

Any work related to degradation due to an animal's natural needs or behaviour during the Flight will be billed to Customer.

**Formalities:** The transport of pets is subject to new regulations since 1 October 2004. To be allowed on board, your pet must be up to date with all of its vaccines. It must also have a European passport and be identified with an electronic chip.

Please see the rules applicable to current regulations on the transport of dogs and cats in the countries of origin and destination (vaccinations, quarantine, etc.): <http://www.saint-barth-saint-martin.pref.gouv.fr/Vos-de-marches-en-ligne/Service-veterinaire-et-phytosanitaire/Sante-et-Protection-Animales-et-Vegeales-SPAV/Je-voyage-avec-des-animaux-de-compagnie>

**Animals in the hold:** We accept animals in the aft hold (accessible and visible from the cabin) in a rigid plastic or fibreglass "shell"-type crate approved by IATA (International Air Transport Association). The total weight (animal plus crate) must not exceed 90kg. The animal and its crate will be counted as a piece of baggage. We can accept several pet cages in the half-cargo / half-passenger configuration, but additional fees, at the rate applicable at the time of the flight, will be charged in case of change of configuration, and you will be limited to a maximum of 4 Passengers.

**Service dog:** Guide dogs are allowed in the cabin at no additional cost. Their transport is subject to the following conditions:

- Customer or the Passenger must inform Company at least 48 hours before departure and the master's disability card must be provided,
- The animal must have an identifying badge or harness. Otherwise, Customer or the Passenger must provide a certificate proving that it is a service dog,
- The service dog must respect all the health requirements of the country of departure, destination and/or transit,
- It must be kept on a leash for the duration of the flight,
- Its behaviour must be irreproachable in all circumstances.
- The animal must have assuaged its natural needs before boarding; any deterioration due to the natural needs or behaviour of the animal will be billed to Customer.

**Emotional support animal:** Animals recognised as "emotional support or psychiatric service animals (ESAN)" are allowed in the cabin for qualified persons with disabilities. A medical certificate no more than one year old is required. This certificate must be provided by a mental health professional (psychologist, psychiatrist) and certify your regular monitoring and permanent need for the presence of the animal. You may bring **one (1)** emotional support animal into the cabin, subject to the agreement of the booking service. The animal must:



- Respect all the health requirements of the country of departure, destination and/or transit,
- Have an identifying badge or harness and a certificate proving that it is a service animal,
- Be kept on a leash for the duration of the flight,
- Behave irreproachably in all circumstances,
- Have assuaged its natural needs before boarding,
- Travel on its master's lap, or, if its size does not allow this, sit behind its master's seat with the leash firmly held,
- Passengers travelling with a service animal in the cabin may not occupy a seat near an emergency exit or be seated near a Passenger travelling with another cabin animal.

Any work related to degradation due to an animal's natural needs or behaviour during the Flight will be billed to Customer.

**Prohibited animals:** 1st or 2nd category dangerous dogs as defined by the French Ministry in charge of Agriculture, may not be transported in the cabin. Please consult the breeds concerned on the Authority's website.

### **Article 9: Customer's and Passengers' responsibilities**

#### **9.1 Immigration and customs**

Passengers are entirely responsible for checking the validity of their travel documents, the entry formalities required by the country at departure and arrival according to nationality, and the required documents (visas, authorisations, etc.). This also applies to animals travelling with the Passengers, for which all the required documents must be up-to-date and valid for the countries of departure and/or destination. Otherwise, Customer agrees to immediately pay any costs and fines that may be levied against Company by the authorities, whether on their own behalf or that of the Passengers. Company cannot be held responsible for the consequences that may be suffered by Customer or the Passengers in case of non-compliance with immigration, customs or governmental rules.

#### **9.2 Denial of entry**

If Customer or a Passenger is denied entry, Customer must pay all costs and fines that may be levied on Company by the local authorities in addition to the price of the transport, including tax, that may be required if Company is ordered by the government to return the person concerned to their point of origin or elsewhere. The ticket purchased for carriage to the destination where the Passenger's entry is denied will not be reimbursed by Company.

#### **9.3 Costs**

If Company must pay or deposit the amount of a fine or penalty or incurs costs of any kind as a result of Customer's or a Passenger's non-compliance, intentional or otherwise, with the laws in force in the State of origin or destination, or due to the non-presentation of the required documents or the presentation of non-compliant documents, Customer shall immediately reimburse the Company, upon request, for the amounts thus paid or deposited and the costs incurred. Company may use for this purpose any sum paid to it for transport that has not been provided, or any amount that Company holds and that belongs to Customer or Passenger.

#### **9.4 Customs inspection**

Passengers may be requested to attend the inspection of delayed baggage, both checked and unchecked, upon the request of Customs or any other governmental authority. Company cannot be held liable for any damage or loss suffered by Customer or any Passenger in this case, especially if they refuse to attend the inspection of their baggage. Customer shall compensate Company for any act, omission or negligence on its part that may cause harm to Company due to non-compliance with the provisions of this article or the authorisation given to Company to carry out the inspection of their baggage. Since Company has no mandate to search Passengers' baggage and personal effects, Customer and the Passengers release Company from all liability if the baggage contains prohibited articles that are proscribed by the laws of the countries visited. Company may pursue remedies against Customer and/or any Passenger transporting prohibited items.



### **9.5 Security check**

All Passengers are required to submit to the security (and safety) checks required by governmental and airport authorities and at Company's request. Company cannot be held liable for refusing to carry a Passenger, among others if this refusal is based on the firm belief that the applicable law, regulations and/or requirements require such a refusal.

### **9.6 Aircraft deterioration - cleaning costs**

Our aircraft are equipped with executive VIP cabins furnished with expensive, premium materials. Passengers are requested to be particularly careful not to damage our aircraft. The most common deteriorations are due to pen, pencil or felt marker marks, which are often permanent, and food and drink stains on the seat upholstery, carpets, etc. The toilets must be used in accordance with the written instructions on the information notice displayed inside the toilet and the instructions provided by the flight crew. Any abnormal deterioration and wear observed during or after the Flight will result in repair costs, which will be fully billed to Customer.

The cabins will be provided in an appropriate state of cleanliness for our level of services. Care should be taken not to carelessly soil the cabin or stain the furnishings (seat upholstery, carpets, rugs, etc. sugary drinks, chocolate, sauces, etc.). If the cabin is left in a state that requires the intervention of specialised cleaners, the cleaning costs will be billed to Customer according to the condition of the cabin, with a minimum charge of €500.

### **9.7 Satellite telecommunications costs**

During the Flight, you can use satellite communications tools, including calls, SMS and email communications (i) by downloading the Iridium Go!™ application before the Flight from your smartphone or (ii) using an iPhone or Ipad provided by the Company.

Satellite telecommunications costs are borne by the Customer, who undertakes to pay the price in the event of use. The rates are as follows:

- 2€ per minute for calls;
- 10 euros per SMS (maximum 4 lines);
- 10 euros per email (maximum 10 lines without attachments).

No any downloads can be made.

After the Flight, an invoice will be issued and the Customer may make payment by Credit Card or cash.

## **Article 10: Cancellation - modification of the Booking by Customer**

### **10.1 Cancellation**

**In accordance with the provisions of the French Consumer Code, Customer does not have a right of withdrawal.**

Between the booking confirmation and the departure of the Flight, Customer may cancel any Booking under the following conditions. Any cancellation request must be made in writing and sent by e-mail to the following address: [booking@stbarthexecutive.com](mailto:booking@stbarthexecutive.com). We also recommend you contact us by phone or come to our booking office, if possible.

In case of cancellation, Company may partially refund Customer's Booking, depending on the amount of time prior to departure Company is informed of the cancellation request:

1. If less than 72 hours (3 days) before departure, the Flight is non-refundable (100% penalty).
2. If less than 15 days but more than 3 days before departure, the Flight is refundable with a 50% penalty.
3. If more than 15 days before departure, the Flight is refundable with a 25% penalty.



Refunds are made by crediting the card used for payment or by bank transfer within a maximum of one month (30 working days).

In any case, the individual taxes and fees related to Passengers 'actual boarding of the aircraft (most often identified as QW and QX) will be refunded to Customer. No processing fee related to this tax refund will be applied when the request is made by e-mail to the contact address indicated on the Website. Otherwise, the refund may result in the billing of fees corresponding to 20% of the amount refunded.

## **10.2 Modifications**

Customer may request a one-time postponement of a reserved Flight by sending a written request to the following e-mail address: [booking@stbarthexecutive.com](mailto:booking@stbarthexecutive.com) more than 72 hours before departure.

Company will then attempt to offer Customer another date and time slot depending on flight schedules, with no performance obligation. Customer may in no case set this new date or time slot.

The time slots proposed cannot be set for more than 6 months after the date of the initial Flight. In case of Customer's refusal, the conditions applicable to the cancellation of the Initial Flight will apply (Article 10.1).

If Customer requests another postponement of a reserved flight after modifying their Booking, a management fee of € 500 will be charged. In any case, the time slots proposed cannot be set for more than 6 months after the date of the initial Flight. In case of Customer's refusal, the conditions applicable to the cancellation of the Initial Flight will apply (Article 10.1). No further requests will be accepted.

## **Article 11: Delayed or cancelled Flight**

### **11.1 Force majeure**

A Flight's departure may be delayed or cancelled for actual or anticipated circumstances beyond the control of Company, such as adverse weather conditions, inaccessibility of airports, logistical problems, strikes, riots, civil war, embargoes, etc.

In such a case, Customer cannot claim reimbursement or coverage of any direct or indirect costs or damages resulting from the delay or cancellation of the Flight.

However, Company will attempt, but is under no obligation, to offer Customer a new time slot and/or departure date.

Customer may in no case set this new date or time slot. If Customer refuses Company's offer and does not take the Flight during the 365 (three hundred and sixty-five) days following the Initial Flight, it will be permanently cancelled. The provisions of Articles 10.1 and 10.2 shall apply to the rescheduled Flight.

### **11.2 Other Causes**



If Company is obliged to cancel a Flight for reasons not related to *force majeure*, Company will attempt to offer Customer a new departure date or, failing that, a refund. Customer may in no case set this date. If Customer accepts Company's offer, the replacement Flight must be taken within six (6) months of the date of the Initial Flight. The provisions of Articles 10.1 and 10.2 shall apply to the rescheduled Flight.

If Customer refuses Company's offer, the amount paid for the Flight will be refunded and Customer waives the right to claim compensation from Company for any direct or indirect damages, without time limit and for any reason whatsoever.

Refunds are made by crediting the card used for payment or by bank transfer within a maximum of one month (30 working days). No refund will be made to Customer if they have not made a written request for refund from Company one (1) year and one day after the date of the Initial Flight.

#### **Article 12: Surface transport / transfers**

Company does not provide ground or maritime transport services (limousine, bus, train, boat, etc.). The service providers performing such transport services are solely responsible and Company cannot be held liable for any damage suffered by Customer or Passengers during transport by road, rail or sea.

#### **Article 13: Company's liability**

##### **13.1 In general**

These Terms and Conditions and transport operations of Company are subject to the rules of liability enacted by the Montreal Convention of 28 May 1999, and Regulation (EC) No 889/2002 of the European Parliament and of the Council of 13 May 2002 amending Council Regulation (EC) No 2027/97 on air carrier liability for the transport of passengers and their baggage.

Without posing an obstacle to the other provisions of these Terms and Conditions, and whether or not the Montreal Convention is applicable:

(a) Company's liability is limited to damage occurring during the Flight referenced on the Booking Confirmation and corresponding to the Flight operated by Company. When Company issues a reservation confirmation for a carriage service provided by another carrier or when it checks in baggage for another carrier, Company is acting only as the agent of that carrier. However, in the case of checked baggage, the Passenger has a right of recourse against the first or the last carrier involved in their travel.

(b) Company's liability shall not exceed the proven amount of direct damage and Company shall not be liable in any way whatsoever for consequential damages or any form of non-compensatory damage. The maximum compensation for Passengers' baggage and property is set at 1,000 special drawing rights.

(c) Company cannot in any way be held liable for damage resulting from Company's compliance with any legal or regulatory provisions (laws, regulations, decisions, requirements and provisions) or the Passenger's noncompliance with such provisions.

(d) Company cannot be held liable for any damage to unchecked baggage unless the damage is the direct result of Company's negligence or that of one of its staff or officers, which must be proven by the Passenger claiming the damage.

(e) Company cannot be held responsible for a Passenger's illness, injury or disability, including death, due to the Passenger's physical condition or the aggravation thereof.



(f) These terms and conditions of carriage and all the exclusions and limitations of liability herein apply to and benefit the Company's agents, staff and officers when performing their functions, its representatives, the owner of the aircraft used by Company, and that owner's agents, employees and representatives. The overall amount recoverable from the aforementioned persons may not exceed the amount of the Company's liability.

(g) If the damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation or the person from whom they derive their rights, the carrier shall be wholly or partly exonerated from its liability to this person, including in case of death or injury according to the laws in force.

(h) Except as expressly provided, none of the foregoing provisions imply any waiver of the exclusion or limitation of Company's liability or that of the owner whose aircraft it uses, or their agents, staff, officers or representatives, in accordance with the applicable convention and laws.

### **13.2 Clauses applicable to international and domestic flights**

#### **13.2.1 Delays**

Only direct, proven damage resulting directly from a delay may be claimed. This excludes consequential damages and all forms of non-compensatory damage. The Passenger must prove the existence of the damage resulting directly from the delay.

In case of damage caused to Passengers by a delay as specified in Article 19 of the Montreal Convention of 28 May 1999, Company's liability is limited to 4,150 special drawing rights per Passenger.

Company will not be liable for the damage caused by the delay if can prove that it, its staff or its officers have taken all the measures it could have reasonably taken to prevent the damage or that it was impossible for it to take such measures.

Company is not liable for the damage caused by the delay if the delay is attributable or contributed to by the Passenger, i.e. if the damage was caused, in whole or in part, by the negligence or other wrongful act or omission of the person claiming compensation or the person from whom they derive their rights.

In case of damage to Passengers resulting from a delay, Company's liability is limited to 4,150 Special Drawing Rights per Passenger.

The amount of the compensation will be based on the damage proven by the Passenger.

In case of damage caused by a delay in the delivery of checked baggage, Company's liability is limited to 1,000 Special Drawing Rights per Passenger. A lump-sum compensation (intended to cover the costs of basic essential items) may be granted to the Passenger.

If the flight is delayed or cancelled by a service provider external to Company, Customer and the Passengers must address their claims for reimbursement or compensation directly to the service provider concerned; Company cannot be held responsible or liable for this.



### **13.2.2 Bodily injury**

Pursuant to Article 17.1 of the Montreal Convention of 28 May 1999, Company is liable for damage sustained in case of death or bodily injury of a Passenger upon condition only that the accident which caused the death or injury took place on board the aircraft or in the course of any of the operations of boarding or disembarking, within the meaning of that convention, and subject to the cases of exemption from liability.

Company will not be liable for the damage if it furnishes the proof that:

- The death or bodily injury occurred as a result of the Passenger's state of physical or mental health prior to boarding the flight.
- The damage was caused, in whole or in part, by the negligence or other wrongful act or omission of the person claiming compensation or the person from whom they derive their rights, in accordance with Article 20 of the Montreal Convention of 28 May 1999.
- The damage was not due to the negligence or other wrongful act or omission of Company, its staff or officers, to the extent that the amount of the damage exceeds 100,000 Special Drawing Rights per Passenger according to Article 21.2 (a) of the Montreal Convention of 28 May 1999.
- The damage was solely due to negligence or other wrongful act or omission of a third party, to the extent that the amount of the damage exceeds 100,000 Special Drawing Rights per Passenger according to Article 21.2 (b).

The amount of Company's liability in the event of the death or personal injury of a Passenger is not subject to any limitation. The amount of the recoverable damage will cover compensation for the damage as set by amicable agreement, expert opinion or the competent courts.

Under these provisions, Company will only compensate the Passenger for damages exceeding the amounts received by the latter under their social security scheme and only for compensatory damages.

In addition, Company reserves the right of recourse and subrogation against any third party.

In the event of death or personal injury resulting from an aircraft accident, within the meaning of Article 17 of the Montreal Convention of 28 May 1999 and pursuant to Article 5 of the European Parliament and Council Regulation (EC) No. 889 of 13 May 2002 amending Council Regulation (EC) No 2027 of 19 October 1997, the person identified as being entitled may benefit from an advance payment to meet immediate economic needs on a basis proportional to the material loss suffered.

This advance payment will not be less than 16,000 Special Drawing Rights per Passenger in the event of death. Subject to applicable law, this advance payment will be made within 15 days of the identification of the entitled person and will be deductible from the final amount of the compensation due to the deceased Passenger.



In accordance with Article 5 of Regulation No. 889 of 13 May 2002 and Article 28 of the Montreal Convention of 28 May 1999, the payment of such advance payments shall not constitute a recognition of liability and may be offset against any amounts subsequently paid by Company as compensation, depending on Company's liability. This advance is not returnable, except in cases where it is proven that the damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation or the person from whom they derive their rights, or where the person to whom the advance is paid was not entitled to compensation.

### **13.2.3 Baggage**

Pursuant to Article 17 of the Montreal Convention of 28 May 1999, Company is liable for damage sustained in case of destruction or loss of, or of damage to, checked baggage upon condition only that the event that caused the destruction, loss or damage took place on board the aircraft or during any period within which the checked baggage was in the charge of Company. However, Company is not liable if and to the extent that the damage resulted from the inherent defect, quality or fault in the baggage. In the case of unchecked baggage, including personal items, Company is liable if the damage resulted from its wrongdoing or that of its staff or officers.

The maximum amount of compensation will be 1,000 special drawing rights if the Passenger proves (with valid invoices) that the value of the property and baggage reach this amount. Beyond this maximum amount, the Passenger must make a special declaration of interest to Company at the time of check-in or be fully insured by the Passenger before the trip. Otherwise, the Passenger is informed that they transport their property at their own risk and this will not give rise to Company's liability.

In the event of a special declaration of interest upon the delivery of checked baggage, Company's liability shall be limited to the declared value, unless Company proves that this is greater than the Passenger's actual interest upon delivery.

Company is not responsible for the actions of third-party service providers such as: company, handling or fixedbase operators (FBO) at airports. Company is in no way liable for damage to or loss of baggage that is under the responsibility of baggage handlers, fixed-base operators or any other service providers. Complaints and requests must be made directly to the service provider responsible. If the property contained in a Passenger's baggage causes harm to Company or another person, the Passenger must compensate Company for all losses and expenses incurred thereby. Company will not assume any liability for damage to and/or loss of fragile, valuable or improperly packaged items other than that provided for in this article. Company will not be liable for any damage caused in whole or in part to baggage as a result of the negligence, wrongful act or omission of the person claiming compensation or the person from whom they derive their rights.

## **Article 14: Timely notice of claim and action for damages**

### **14.1 Notification of Baggage claims**



Receipt by the Passenger of checked baggage without claim is *prima facie* evidence, unless proven otherwise by the latter, that the baggage has been delivered in good condition and in accordance with the travel ticket. Any missing baggage must be reported to Company as soon as the Flight arrives. Any subsequent declaration may not be taken into account. In the same way, any object found to be missing from the baggage must imperatively be reported to Company as soon as possible. Any late declaration may not be taken into consideration.

In the event of damage to or delay, loss or destruction of the baggage, the Passenger concerned must address a written complaint to Company as soon as possible and at the latest within seven (7) days (in case of damage) and twenty-one (21) days (in case of delay) from the date of receipt of the baggage. If no complaint is made within the prescribed time, no action may be taken against Company except in the case of fraud on its part.

#### **14.2 Action for damages by Passengers**

Any action for damages, on whatever basis, whether related to the Booking or an unlawful act or for any other reason, may only be brought against Company subject to the conditions and such limits of liability as are set out in the Convention of 28 May 1999 without prejudice to the question as to who are the persons who have the right to bring suit and what are their respective rights. No punitive or exemplary damages or any other damages for anything other than compensation shall be recoverable.

Any action for damages shall be extinguished if not taken within a period of two years from the date of arrival at the destination, or from the date on which the aircraft was due to arrive or from date on which the transport stopped. The method of calculating the period will be determined by the law of the Court to which the matter is referred.

In the event that the Montreal Convention of 28 May 1999 does not apply, the Booking is subject to the rules and limitations of liability set forth in the Warsaw Convention of 12 October 1929.

**All claims and actions mentioned in this document must be made in writing within the specified times.**

#### **Article 15: Special conditions applicable to Empty Leg Flights and Shared Flights**

In the event of an empty turnaround of the aircraft (Empty Leg) or a Shared Flight, the Company may sell this empty turnaround (Empty Leg) at an attractive price, or the available seats (Shared Flight) to a third party in order to reduce the Customer's Flight price.

In case of the booking of one of these Flights by a third party, the Company will pay the Customer a lump sum in consideration of the number of seats sold on an Empty Leg Flight or a Shared Flight.

This amount will be indicated to the Customer at the time of the booking and credited, at the Customer's discretion:

- on the payment card used to book the Flight, or
- in the form of a credit note.



All the provisions referred to herein and in the Booking and Carriage Terms and Conditions apply to Empty Legs Flights and Shared Flights.

