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## 1 Scope

The air freight carrier, Private Wings Flugcharter GmbH, performs commercial passenger transport on the basis of Regulation (EEC) No 2407/92 and the relevant European and German aviation regulations. Unless otherwise agreed in writing, the terms of transportation and business also apply to transport free of charge.

For this activity, the following terms of transportation and business conclusively apply. We do not recognize terms conflicting with or deviating from our terms unless we have expressly agreed to their validity. Our terms and conditions shall apply even if we perform transportation without reservation in the knowledge of conflicting or deviating terms and conditions.

## 2 Definitions of terms

For the purposes of these terms and conditions the following definitions apply:

- *Charter Contract*  
this transportation contract, which includes these terms and conditions; the Charter Contract is considered a flight ticket in the meaning of Article 3 of the Warsaw Convention;
- *Air Freight Carrier*  
the company Private Wings Flugcharter GmbH based in Schönefeld;
- *Warsaw Convention*  
the Convention for the Unification of certain rules relating to international carriage by air, signed in Warsaw on 12 October 1929, as amended by the Hague Protocol of 28 September 1955;
- *Regulation (EC) No 2027/97*  
Council Regulation (EC) No 2027/97 of 9 October 1997 on air carrier liability in the event of accidents;

## 3 Order confirmation and payment

Charter Contracts with the Air Freight Carrier will only be concluded if the Charter Contract has been confirmed in writing by the Air Freight Carrier and the Charter price has been paid prior to departure. Orders placed orally or by phone are only binding for the Air Freight Carrier if they are subsequently confirmed in writing.

The Air Freight Carrier adds a charter invoice to its order confirmation. This is to be paid immediately upon receipt without deduction.

## 4 Flight operation

The Air Freight Carrier performs its transport services on the basis of the applicable European and German aviation regulations.

For flights outside the European Union, the transport is subject to any applicable national regulations of the country of destination and to the ICAO. This may result in restrictions and changes to the flight operation, which must be adhered to by the Air Freight Carrier. If necessary, the Air Freight Carrier or the pilot in charge is entitled to adjust the flight operation to the legal requirements without consulting the charter customer beforehand. The Air Freight Carrier undertakes to notify the charter customer immediately of any changes. The Air Freight Carrier may refuse to perform the flight operation and/or further transport of the Charterer

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and/or his or her baggage if separate surcharges, fees, customs duties or taxes incurred as a result of the charter flight by the Charterer and/or his or her baggage are not paid by the Charterer.

The Charterer undertakes to arrive in time at the agreed departure airport in order to complete any travel formalities. If there a delay may occur, the Charterer will inform the Air Freight Carrier or its pilot without culpably delaying. Any delays in the processing of the charter flight as a result of the delay of the Charterer shall not be borne by the Air Freight Carrier. In the event of a prolonged delay, the Air Freight Carrier is entitled to use the aircraft otherwise after prior notice to the Charterer. In this case, at least the costs according to section 7 become due. If the costs for a ferry flight are higher, these will be charged to the charter customer.


If, as a result of the legally required changes, parts of a flight must be cancelled, only the costs for the parts of a flight order actually carried out will be charged.

## 5 Pregnancy

With regard to pregnant passengers, Private Wings Flugcharter GmbH recommends that travel plans are discussed with a doctor before leaving. Pregnant women will only be transported after prior consultation with Air Freight Carriers before concluding a Charter Contract.

### Travel restrictions

- Private Wings Flugcharter GmbH recommends pregnant passengers to discuss the travel plans with a doctor before departure. Until the 27th week of pregnancy, there are no restrictions on air travel.
- If you plan to travel between the 28th and the 35th week of pregnancy, a medical certificate issued no earlier than 7 days before the flight including information on the length of your pregnancy will be required. After the 34th week of pregnancy, pregnant women are transported at their own risk and Private Wings Flugcharter GmbH rejects any liability for the health of the pregnant woman and the child.
- From the 36th week of pregnancy, pregnant women are no longer allowed on board. The transport of pregnant women must be agreed and confirmed before concluding a Charter Contract with us or the tour operator.
- The medical certificate must not be older than 7 days on the day of departure (both arrivals and departures). The certificate must be in English and valid throughout the journey. If the passenger does not permit a valid medical certificate permitting air travel, she will not be accepted on board.

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## 6 Passengers with disabilities

The transport of a disabled person or other persons who may require special care must be agreed with and confirmed by us or the tour operator before concluding a contract of transport. Before booking, the travel agency must obtain our confirmation of this service. Upon request, we and/or our tour operator will provide all necessary information regarding the requirements and the service offered.

- Passengers who cannot use their seatbelt due to their body size need to book an additional seat.

## 7 Children

### 7.1 *Children up to 2 years*

Traveling children who have not completed the second year of life travel as a baby. Babies must be accompanied by an adult. If you book for a baby, it will not get an individual seat on the plane. As the number of babies on board per flight is limited, you must inform Private Wings Flugcharter GmbH that you are traveling with a baby without an individual seat and request confirmation prior to booking.

### 7.2 *Accompanied children from 2 years and under 12 years*

Children from 2 years and under 12 years accompanied by a family member during the flight are considered children's passengers.

### 7.3 *Unaccompanied children from 2 years and under 12 years*

The transport of unaccompanied children under the age of 12 must be confirmed by Private Wings Flugcharter GmbH before booking, as the total number is dependent on the type of aircraft.

Children under the age of 5 should always be accompanied by a parent or legal guardian. Unaccompanied children under the age of 5 may not fly Private Wings Flugcharter GmbH.

When booking for an unaccompanied child, the contact information (full address and telephone number) of both the person dropping the child off at the airport and the person picking it up on arrival must be provided. The person who drops the child off at the airport must make an ID or passport copy to be handed to the crew.

It is recommended that the transportation contract (indemnity waiver for children travelling alone) be completed carefully before the flight. The person handing over the child at the departure airport agrees to the general terms and conditions of the Handling Advice for Unaccompanied Minors by signing the contract. It is also recommended that you arrive at the airport well in advance of the departure time so that there is enough time to check the information in the documents.

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## 8 Right of refusal to transport

The Air Freight Carrier and its deployed pilots are entitled to refuse transport if:

- a) the measure is necessary for security reasons;
- b) the transport would pose a violation of laws, regulations or orders
- c) the Charterer's behaviour constitutes a danger to himself or other persons or objects.

### 8.1 Prohibited items in hand luggage

Pursuant to IMPLEMENTING REGULATION (EU) 2015/1998 (PASSENGERS AND CABIN BAGGAGE, LIST OF PROHIBITED ARTICLES, Attachment 4-C), and without prejudice to the applicable safety rules, the following items may not be carried by passengers into safety areas or on board an aircraft:

- a) *guns, firearms and other devices that discharge projectiles*
  - devices capable, or appearing capable, of being used to cause serious injury by discharging a projectile, including:
    - firearms of all types, such as pistols, revolvers, rifles, shotguns,
    - toy guns, replicas and imitation firearms capable of being mistaken for real weapons,
    - component parts of firearms, excluding telescopic sights,
    - compressed air and CO2 guns, such as pistols, pellet guns, rifles and ball bearing guns,
    - signal flare pistols and starter pistols,
    - bows, cross bows and arrows,
    - harpoon guns and spear guns,
    - slingshots and catapults;
- b) *stunning devices*
  - devices designed specifically to stun or immobilise, including:
    - devices for shocking, such as stun guns, tasers and stun batons,
    - animal stunners and animal killers,
    - disabling and incapacitating chemicals, gases and sprays, such as mace, pepper sprays, capsicum sprays, tear gas, acid sprays and animal repellent sprays;

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c) *objects with a sharp point or sharp edge*

- objects with a sharp point or sharp edge capable of being used to cause serious injury, including:
  - ice axes and ice picks,
  - razor blades,
  - box cutters,
  - knives with blades of more than 6 cm,
  - scissors with blades of more than 6 cm as measured from the fulcrum,
  - martial arts equipment with a sharp point or sharp edge,
  - swords and sabres;

d) *workmen's tools*

- tools capable of being used either to cause serious injury or to threaten the safety of aircraft, including:
  - crowbars,
  - drills and drill bits, including cordless portable power drills,
  - tools with a blade or a shaft of more than 6 cm capable of use as a weapon, such as screwdrivers and chisels,
  - saws, including cordless portable power saws,
  - blowtorches,
  - bolt guns and nail guns

e) *blunt instruments*

- objects capable of being used to cause serious injury when used to hit, including:
  - baseball and softball bats,
  - clubs and batons, such as billy clubs, blackjacks and night sticks,
  - martial arts equipment;

f) *explosives and incendiary substances and devices*

- explosives and incendiary substances and devices capable, or appearing capable, of being used to cause serious injury or to pose a threat to the safety of aircraft, including:
  - ammunition,
  - blasting caps,
  - detonators and fuses,
  - replica or imitation explosive devices,
  - mines, grenades and other explosive military stores,
  - fireworks and other pyrotechnics,
  - smoke-generating canisters and smoke-generating cartridges,
  - dynamite, gunpowder and plastic explosives

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## **8.2 Prohibited items in hold baggage**

Pursuant to IMPLEMENTING REGULATION (EU) 2015/1998 (PASSENGERS AND CABIN BAGGAGE, LIST OF PROHIBITED ARTICLES, Attachment 5-B)

Passengers are not permitted to carry the following articles in their hold baggage:

*explosives and incendiary substances and devices*

- explosives and incendiary substances and devices capable of being used to cause serious injury or to pose a threat to the safety of aircraft, including:
  - ammunition,
  - blasting caps,
  - detonators and fuses,
  - mines, grenades and other explosive military stores,
  - fireworks and other pyrotechnics,
  - smoke-generating canisters and smoke-generating cartridges,
  - dynamite, gunpowder and plastic explosives.

## **8.3 Weapons and ammunition**

In addition to this, the Air Freight Carrier must be notified in writing before concluding a transport contract if ammunition or weapons are to be carried on board. At the request of the pilot, the weapons, including the ammunition, are to be stored separately from each other in a location determined by the pilot.

## **8.4 Right to inspect persons and luggage on board**

The Air Freight Carrier and its pilots shall, to the extent necessary in exceptional circumstances, have a right to inspect the persons and luggage traveling on board.

Prior to examination by the pilot, the consent of the person concerned must be obtained. If the person concerned is not present, the pilots can inspect the luggage even in absence of the person concerned. If the passenger refuses to the inspection, the Air Freight Carrier or its pilot is entitled to refuse transportation.

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## 9 Liquids in hand luggage

For safety reasons, the European Union decided in 2006 to restrict the carrying of liquids on board aircraft.

In accordance with the legal position of the European Union (Commission Regulation (EC) No 272/2009 and Commission Regulation (EU) No 185/2010), certain fluids must be controlled by means of special detection technology from 31 January 2014. These include liquid medicines and special liquid foods (e.g. baby foods) as well as fluids that have been purchased duty-free at an airport or on board an aircraft and are packaged in a special way.

Passengers may take liquids in small quantities in a 1-litre bag. The individual container may have a volume of up to 100 ml and the bag may have a capacity of up to 1 litre. In addition, the bag must be transparent and resealable.

All inadmissible liquids and quantities will be rejected by the control personnel at the security checkpoints. The passenger is not entitled to a return or refund.

### 9.1 What is meant by the term liquids?


The regulation speaks of "liquids, gels and aerosols". This includes all substances which are liquid, viscous, gelatinous, creamy or of similar consistency at room temperature (for example pastes, lotions, mixtures of liquids and solids, soups and cream cheese, meat paste, toothpaste, hair gel, syrup, perfume and shaving cream). In cases of doubt, the control personnel at the airport will decide on the admissibility of taking the object in question.

## 10 Taking live animals

With appropriate advance notification, accommodation possibility and confirmation by the carrier, animals can be carried along as follows:

- You must ensure that your animals (PETC – pet in the cabin, or companion dog for passengers with visual or hearing disabilities) are properly housed in the boxes provided for such transport. The max. permissible weight for the animal including the transport box may not exceed 6 kg.
- Excluded from the weight limit are companion dogs for passengers with visual or hearing impairment.
- Please ask before booking the maximum allowed size of the box, so that it is ensured that your animal can be transported before booking the trip.



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## 11 Diverted landings

If, due to weather or other unforeseeable circumstances, it is necessary to arrive at a destination airport other than the agreed destination airport, the Air Freight Carrier will not bear any costs for the further transport of the charter customers or the freight per single flight to the agreed destination. The same applies to return flights to the starting airport.

If it is already known prior to departure that an airport other than that expected by the charter customer must be served, the Air Freight Carrier is obliged to inform the charter customer immediately. He or she can cancel the flight without obligation to pay a cancellation fee.

## 12 Cancellations

If the Charterer cancels a confirmed flight, cancellation fees may apply. The respective stipulations are regulated in the individual Charter Contract.

The amount of the cancellation fees already takes into account that direct flight costs do not occur.

## 13 Technical failures

If the aircraft type provided for in the Charter Contract is not available for technical or other reasons, the Air Freight Carrier is entitled to use another aircraft. He will endeavor to use an aircraft that is as similar as possible to the originally agreed aircraft in terms of equipment and size.

## 14 Liability

### 14.1 Liability for personal injury

The Air Freight Carrier shall be liable for death, bodily injury or other injury to passengers under Regulation (EC) No 2027/97 of 9 October 1997 on air carrier liability in the event of accidents and under the provisions of the Warsaw Convention as amended by the Hague Protocol (hereinafter referred to as "the Convention"), unless liability according to Regulation (EC) 2027/97 takes precedence.

The Air Freight Carrier is liable for damage caused by death, injury or other harm to a passenger up to an amount of EUR 51,129 Special Drawing Rights (SDR) of the International Monetary Fund (this corresponds to approximately EUR 127,823). This liability is independent of any fault of the Air Freight carrier. The Air Freight Carrier shall also be liable for any further damage unless he can prove that he or his staff have taken all necessary measures to prevent the damage or that these measures could not be taken. In addition, the Air Freight Carrier is fully or partially exempted from liability if he proves that the damage was caused or contributed to by the negligence of the damaged or killed charter customer.

In the event of injury to an individual, the Air Freight Carrier pays an advance to meet the immediate economic needs, which depends on the gravity of the case, to the natural persons entitled to compensation.

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In the case of death of a passenger, this advance amounts to at least SDR 15,000 (approximately EUR 18,406). The payment does not include a recognition of liability and is to be offset against any compensation payable. The advance is only to be repaid if the Air Freight Carrier proves that the person entitled to compensation has at least negligently caused or contributed to the damage or had no claim for damages.

The Air Freight Carrier is required to insure passengers against accidents. This insurance exists. The scope of the compulsory insurance results from § 50 German Civil Aviation Act (LuftVG). Each passenger is thus insured for the event of death or permanent disability with EUR 20,000. For flights to Austria, insurance cover is provided by this insurance to the amount of EUR 40,000. As far as the accident insurance is provided, the claim for damages expires.

#### **14.2 Liability for damage to luggage**

For damage to luggage, the Air Freight Carrier shall be liable in accordance with the provisions of the Warsaw Convention (hereinafter referred to as the "Convention") in the case of international transportation within the meaning of Article 1 (2) of the Convention or in the case of national transportation under the provisions of the German Civil Aviation Act (LuftVG).

- a) If the damage to objects has arisen during an international air transport within the meaning of the Convention, the following limitations of liability apply.
  - (1) for checked-in baggage in the amount of 250 gold francs (approximately US \$ 20, -) per kilogram, and
  - (2) for luggage left in the care of the passenger, amounting to a maximum of 5,000 gold francs (about US \$ 400, -)

The foregoing limitations of liability shall not apply if the passenger proves that the Air Freight Carrier or its personnel have caused the damage grossly negligently, intentionally, or recklessly or intentionally within the meaning of the Warsaw Convention.

- b) If the damage has occurred to objects during a national air transport and the Convention does not apply, the following limitations of liability apply:
  - (1) For airborne items carried by passengers, as well as cargo and luggage, the Air Freight Carrier shall be liable up to an amount of EUR 1,700 per passenger. This also applies to freight and luggage on board, unless a higher sum insured with a separate contract has been agreed.
  - (2) The liability of the Air Freight Carrier for damage to the unchecked luggage or to luggage that was handed over to the Air Freight Carrier for storage on the ground is excluded, as far as the damage was not inflicted grossly negligently or intentionally by the Air Freight Carrier or one of his assistants or vicarious agents.

#### **14.3 Compensation in case of non-performance**

The liability of the Air Freight Carrier for compensations for non-performance shall be limited to the single transport price agreed for the unfulfilled transport part unless the Air Freight Carrier is guilty of intent or gross negligence.

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The obligation to pay compensation for non-performance shall be waived if the transport or any part of the transport is not realizable in accordance with legal and/or regulatory requirements or if the flight or other security interests, in particular, but not exclusively, weather conditions do not allow the transport to be carried out.

#### **14.4 Limitations of liability**

The liability for personal injury and/or damage to objects is, in any case, limited to the amount of the proven damage unless a lower liability amount results from the above provisions. Liability for indirect, unpredictable or consequential damage is also excluded in the case of gross negligence – insofar as legally permissible – insofar as this damage was not caused intentionally or, in the event that the exclusion of liability for gross negligence is inadmissible, was inflicted grossly negligently on the part of the Air Freight Carrier. Unless otherwise stated in these provisions, proven damage shall only be reimbursed if the passenger or another person entitled to compensation does not otherwise receive damages or corresponding benefits, for example from a statutory or private accident or health insurance or an employment.


Damage to luggage must be reported in writing to the Air Freight Carrier within 7 days of receipt of the luggage. In the event of late return, any damage must be reported in writing to the Air Freight Carrier within a period of 21 days. If claims are asserted against the Air Freight Carrier, these claims must be asserted in court within a preclusive period of two years.

#### **15 Chartering to third parties**

If the charter customer resells seats to third parties, he or she is obliged to notify the Air Freight Carrier of this in writing immediately prior to the flight. Also in this case, the contract is concluded only between Air Freight Carrier and the Charterer.

#### **16 Force majeure**

Events of force majeure, such as war, civil war, strikes, lockouts, operational breakdowns or restrictions, and similar events that render the fulfilment of the contract impossible or unreasonable to the Air Freight Carrier, exempt the Air Freight Carrier from its contractual obligations for the duration of its existence. In this event, the Air Freight Carrier is obliged to notify the charter customer. The obligations under the Charter Contract are to be adjusted to the changed circumstances in good faith. Other claims, in particular claims for damages, do not exist.

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## 17 General provisions

### 17.1 Data protection

Private Wings Flugcharter GmbH publishes its data protection policies on the website <https://www.private-wings.de/datenschutzbestimmung/>.

### 17.2 Jurisdiction

Place of performance is the place of our business office. For all disputes, Berlin is agreed as the exclusive place of jurisdiction for both parties. This does not apply to an exclusively statutory jurisdiction or if the client is not a registered trader within the meaning of § 38 of the German civil process order (Zivilprozessordnung, ZPO). We may sue at our general place of jurisdiction or be sued only at this place of jurisdiction unless there is no exclusively statutory jurisdiction.

### 17.3 Requirement of form

Verbal side agreements, additions or changes to this contract and its conditions must be confirmed in writing in order to be valid. This also applies to the waiver of the requirement of the written form.

### 17.4 Applicable law

The law of the Federal Republic of Germany applies.

### 17.5 Severability clause

In case of any initial or subsequent invalidity of one or more provisions of these General Terms and Conditions, the validity of the remaining provisions shall not be affected. A valid provision is agreed on that comes closest to the legal and economic purpose of the invalid clause.