



## General Terms & Conditions

This Aircraft Charter Brokerage Contract (this “Contract”) is made between Jolie Events and Charterer or the Charterer’s agent on the first page of this Contract.

No variation of this Contract shall be effective unless agreed in writing by Jolie Events.

By signing this Contract, the Charterer confirms that it has submitted this Contract to all Passengers and that they have accepted the same. The Charterer shall ensure all Passengers comply with the terms of this Contract. The charter under this Contract shall not be assigned to a third party without Jolie Events’ prior written consent.

Where the context permits, the use of the singular herein shall include the plural and vice versa, and the use of one gender pronoun shall be construed as importing the other gender. Unless otherwise provided, the term “or” is not exclusive and “include”, “including” and “in particular” are not limiting.

## Capacity of Jolie Events

Jolie Events is an air charter agent and only acts as an intermediary between the third-party aircraft operator (the “Operator”) and the Charterer. Jolie Events facilitates carriage by air through chartering aircraft from the Operator, acting as an agent of, for and on behalf of, the Charterer.

Jolie Events does not itself operate aircraft, is not a contracting or indirect carrier and does not provide air transportation services. There is no carriage agreement between Jolie Events and the Charterer and/or the passengers. Jolie Events is not itself a party to the carriage agreement between the Operator and the Charterer (represented by Jolie Events) and shall not bear any obligation or liability in relation thereto.

Jolie Events shall not incur any liability resulting from any loss, damage, death, injury, accident or delay due to any action or omission of the Operator or third parties or occurring out of or in connection with the chartered Flights (as defined below), whether incurred by the Charterer or by the Passengers. The Charterer hereby acknowledges to Jolie Events that in any such event the Charterer and the Passengers shall only have recourse against the Operator, and waives any and all claims and remedies against Jolie Events.



## Appointment of Jolie Events

By signing this Contract, the Charterer appoints Jolie Events as its agent for logistical part of arranging for the flights described on the first page of this Contract (the "Flight(s)") by chartering the aircraft described on the first page of this Contract (the "Aircraft") from the Operator, it being understood that Jolie Events shall act in a capacity as agent of, for and on behalf of, the Charterer. Consequently, the Charterer authorises Jolie Events to enter into a carriage agreement (including any general terms and conditions of carriage) with the Operator as agent of, for and on behalf of, the Charterer (the "Carriage Agreement").

At any time upon the Charterer's request to Jolie Events' representative, Jolie Events will disclose the identity of the Operator to the Charterer. Reservation Process Immediately upon entering into this Contract, the Charterer shall pay the total Price indicated on the first page of this Contract and in the invoice sent by Jolie Events to the Charterer (the "Price"). If the Charterer renders the payment by a credit card, an additional card admin fee of 3.50 % (three decimal five percent) of the charter price will be payable by the Charterer.

Jolie Events shall enter into the Carriage Agreement with the Operator as soon as reasonably practicable after receipt of the Price. In entering the Carriage Agreement contract, Jolie Events will be acting in a capacity as agent of the Charterer.

Jolie Events will provide the Charterer with a copy of the Carriage Agreement upon request by the Charterer. Jolie Events reserves the right redact the Price paid to the Operator. The Charterer acknowledges and agrees that the amount of Jolie Events' remuneration corresponding to the difference between the Price paid by Jolie Events to the Operator and the Price invoiced by Jolie Events to the Charterer is privileged information and shall not be disclosed to the Charterer.





This Contract shall become effective after Jolie Events receives the full payment and the Carriage Agreement is signed between Jolie Events and the Operator.

If the Operator declines to enter into Carriage Agreement for any reason, Jolie Events shall not bear any liability arising from such refusal. In this case, Jolie Events' sole obligation shall be reimbursement the Price as paid by the Charterer.

Immediately upon signing this Contract, the Charterer identifies all the passengers who will travel in the Flight. The information supplied by the Charterer, which shall include passport copies, shall be transmitted by Jolie Events to the Operator.

Jolie Events will send a flight confirmation to the Charterer, indicating the details of the Flight includes the identity of the Operator.

### **Price and Payment Terms**

The Charter Price includes the services limited to those listed on the first page of this Contract and Jolie Events remuneration.

The Price is exclusive of any additional services, in particular those listed as not included this Contract. Any services requested and rendered shall be invoiced by Jolie Events and payable by the Charterer immediately upon receipt of the corresponding invoices from Jolie Events.

The Charterer shall indemnify Jolie Events against taxes and/or charges imposed in any country on the Price or otherwise in connection with the Flight.

In payment of the Price or charges for additional services rendered, the Charterer shall not make any deduction, set-off, counterclaim, or any withholding whatsoever.

In the event of late payments to be made by the Charterer, there shall be default interest accruing at the rate of ten percent (10%) per annum from the first day of delay until the date of actual payment, including the legal fees incurred and any foreign exchange losses.

Upon payment of the Price, Jolie Events shall keep in her bank account until 48 hours prior to the first Flight.





Forty-eight hours prior to the departure of the first Flight, Jolie Events will transfer the Price to the Operator, and no security or guarantee is granted in case the Operator ceases activity or files for bankruptcy before the departure of the Flight.

## **Delay and Cancellation**

The Charterer shall ensure the passengers arrive sufficiently in advance at the departure airport in time for Flight.

In the event of delay departure of the Flight caused by passengers (including late arrival, missing Passengers, missing documents, customs formalities), the Charterer shall be liable to pay the Operator a demurrage fee of EUR 350 per hour for each hour of delay. The demurrage fee shall be payable Jolie Events. Further, neither the Operator nor Jolie Events shall be liable from the knock-on delays caused by new departure time allocated, however long it extends, diversions, or cancellations.

If the Charterer or the Passengers cancel the Flight, the cancellation charges shall apply as listed in the first page of this Contract. In addition, the Charterer shall be liable to reimburse Jolie Events in connection with any Additional Services related to the Flight.

In the event the Price had not been paid by the Charterer at the time of cancellation, the Charterer is liable to pay, within 2 business days of the cancellation, the applicable Cancellation Charges and any addition costs that might have accrued for Additional Services.

Partial cancellation shall not be allowed if the Flight consists of several legs, unless Jolie Events gives prior written consent (solely based on Operator's consent). Where partial cancellation is allowed, the Charterer is liable to pay the full Price, and no reimbursements shall be made by Jolie Events. In case of any delay from the charterer within 1 to 2 hours 1000€ fees will be applied & if the delay exceeded 2 hours, Operator has the right to cancel the flight.

ANY CANCELLATION WILL BE OCCURRED BY THE GOVERNMENT, 1,000€ WILL BE DEDUCTED FROM THE ABOVE PRICE FOR ALL PERMITS FEES HAS BEEN PAID, AND THE REMAINING WILL BE REFUND TO THE CLIENT.





## **Charterer's and Passengers' Obligations and Compliance with Laws**

The Charterer is solely responsible for compliance with all laws, immigration and customs regulations of any country to be flown from, into or over, and with the rules of the Operator and in particular:

- (i) The Passengers shall be responsible for carrying a valid passport, obtaining any visa where required;
- (ii) The Charterer shall not use, or allow the aircraft, to be used for illegal purposes, neither shall it be used to provide transportation of cargo or transport on hire.

Jolie Events shall not be liable for any consequences resulting from passengers failing to comply with laws and travel requirements. Jolie Events shall surcharge the Charterer for any additional costs, including surcharges, fees, fines, or penalties, resulting from such non-compliance by any Passenger.

The passengers shall comply with requests and directions by custom officials on inspection of their baggage. Jolie Events shall bear no responsibility for damage, loss, or damage suffered for failure to comply with such directions. Smoking onboard is prohibited unless expressly provided in the Flight Confirmation. The scheduled departure and arrival times indicated in the Flight Confirmation shall not be changed, varied or delayed by the Charterer except with prior written consent by Jolie Events. The consent shall be subject to ratification by the Operator, in which case the Charterer shall be liable to pay Jolie Events any additional costs resulting from the rescheduling.





## **Baggage, Dangerous Goods and Prohibited Articles**

The Passengers shall comply with the Operator's regulations regarding Dangerous Goods and Prohibited Articles. Such regulations are available upon request.

The Passengers shall not include in their baggage:

- (i) articles which are likely to endanger the Aircraft or persons or property on board the Aircraft, including explosives, compressed gases, corrosives, oxidizing, radioactive or magnetized materials that are easily ignited, poisonous, offensive or irritating substances and liquids of any kind (other than liquids in the Passengers' unchecked baggage for their use in the course of the journey, provided that the nature and volume is allowed under applicable regulations);
- (ii) weapons other than sport weapons to the extent (a) the same are declared to, and accepted by, the Operator in advance, (b) the Passenger(s) hold all required licenses, permits and other documentation related thereto, and (c) the transport thereof is made and declared by the Passenger(s) in accordance with all applicable laws, regulations or orders of any country to be flown from, into or over (including any customs regulations) and with the Operator's applicable regulations;
- (iii) articles the carriage of which is prohibited by applicable laws, regulations or orders of any country to be flown from, into or over; and
- (iv) articles which, in the opinion of the Operator, are unsuitable for carriage, by reason of their weight, size or character. The Charterer acknowledges and agrees that the Operator is entitled to request any Passenger to permit a search to be made on his person and his baggage and may search the Passenger's baggage in his absence if the Passenger is not available for such permission to be sought for the purpose of determining whether he is in possession of or whether his baggage contains any articles which are prohibited under this article or the Operator's regulations regarding Dangerous Goods and Prohibited Articles. If the Passenger is unwilling to comply with such request, the Operator may refuse to carry the Passenger or his baggage and in that event



Jolie Events shall be under no liability to the Passenger or the Charterer.

### **Operator's Limitations**

The Operator may refuse carriage or may cancel the reservation of any Passenger when:

- (i) The refusal is necessary to prevent violation of any laws and regulations of any country to be flown from, into or over;
- (ii) The refusal is necessary for the safety of the and the Passengers and the Aircraft
- (iii) The behaviour, age, the mental or physical state of the Passenger is such as to:
  - require special assistance from the Operator which the Operator is unable to provide;
  - cause discomfort or make himself objectionable to other Passengers; or Flight is subject to weather conditions, Air Traffic Control (ATC) orders, airport slots, take-off, overflight, landing and parking permissions. This may result in inadvertent changes in departure and arrival times, and routing, in which event Jolie Events shall not be liable in connection to those limitations.

### **The Pilot in Command Authority**

The Pilot in Command has the full authority to take necessary precautions at any time to ensure safety of the Flight. Jolie Events shall not incur any liability for damage, loss or delay as a result of any such decision. In the event the conduct of a passenger in the Chartered Flight necessitates a diversion or delay, the Charterer shall be liable for the full Price and any resultant cost from the diversion.

Jolie Events shall not have any obligation or liability towards the Charterer and/or the Passengers in the event that they have to be transported to a final destination not covered by this Contract.





## **Force Majeure**

Jolie Events shall not be liable for the delay or non-performance of any such Flight if the circumstances are such that they are beyond the control of the Operator, including pandemics, extreme weather conditions, war, hijacking, riots and commotion, strikes or labour disputes, lock-outs, interferences of government authorities or their officials, fire, explosions, requisitions, blockade, embargo, flood, fog, Act of God, act of nature, order from the owner of the Aircraft, mechanical failure, lack of essential supplies or parts, delay of suppliers, breakdown or accident to the aircraft, failure to obtain airport slots, take-off, overflight, landing and/or parking permissions, the Operator shall be unable to perform the Flight (s) or to continue the Flight (s),. To the extent the Operator reimburses the whole or part of the Price paid by Jolie Events to the Operator in respect of the non-performed Flight (s), Jolie Events shall reimburse to the Charterer the Price or such part thereof corresponding to the non-performed Flight (s), it being understood that the amount repaid by Jolie Events to the Charterer may not be higher than the amount repaid by the Operator to Jolie Events.

Jolie Events may, subject to Charterers approval, find an alternate operator/aircraft for completion of non-performed flights in which case new Charter contract will be entered with the corresponding new price changes.

## **Jolie Events Liability**

To the full extent permitted by applicable law, any direct or indirect liability of Jolie Events and of its shareholders, partners, affiliates, officers, directors, employees, agents, representatives, servants, auxiliaries, successors and assigns for any injury, damage, death, loss, accident or delay arising out of or in connection with its activities and/or services hereunder is excluded.

### **Indemnity**

The Charterer and Passengers shall be jointly and severally liable for, and shall indemnify Jolie Events, the Operator and any affiliates against, any direct or indirect damage caused to the aircraft under the Contract.







Without prejudice to the generality of the foregoing, the Charterer shall cater for cleaning of the aircraft cabin at the end of the Flight for restoration into the same condition that it was found at the beginning thereof.

## **Personal Data**

By this Contract, the Charterer authorises Jolie Events to transfer to the Operator the passenger name record (PNR) data, including the Charterer's name and the Passengers' documentation, bio-data and contacts ("PNR Data"). The PNR Data may subsequently be transferred to Authorities of countries that need them as condition for Flight into, over, or out of their territories.

## **Governing Law and Jurisdiction**

The laws of the Netherlands govern this Contract, including its construction, but excludes conflict of law provisions.

Any dispute in connection with this Contract shall be submitted to the exclusive jurisdiction of The Netherlands, to which the parties hereby irrevocably agree to be submitted.

Jolie Events is not precluded from suing the Charterer/passengers before any other competent court/forum.

**Jolie Events has its registered office at Sportlaan 47, 7691 BK Bergentheim, The Netherlands.**

Contact us

If you have any questions or comments about this Terms and Conditions, please contact us at the address provided below.

Email: [info@jolie-events.nl](mailto:info@jolie-events.nl)

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