

SKY VISION d.o.o.

## GENERAL TERMS AND CONDITIONS OF CARRIAGE

### 1. APPLICABILITY

1.1. The present General Conditions of Carriage of the company SKY VISION d.o.o. (hereinafter: the Carrier) shall apply provided they are not in conflict with applicable positive law of the Republic of Croatia. Invalidity of any provision set out herein shall not affect the validity of all remaining provisions. Such invalid provision shall be replaced by a valid provision reflecting to the greatest possible extent the will of the Carrier SKY VISION d.o.o. and the charterers as expressed in the invalid provision.

1.2. The present General Conditions of Carriage shall apply only to those flights or flight segments for which the Carrier's code has been indicated on the chart for that particular flight or flight segment, regardless of whether the flight are payable or free of charge.

### 2. RESERVATIONS, PRICES and PAYMENT

2.1. Upon the acceptance of the quotation, the Carrier, or its authorised agent, shall send to the charterer a confirmation of acceptance of the received reservation, i.e. by phone, e-mail or fax.

2.2. The Charterer shall pay to the Supplier the Charter Price at the time, in the currency, in the amounts and to the address specified in accordance with the payment conditions set out therefor in the quotation

2.3. The charterer recognizes that passenger's data has been given to the Carrier for the purposes of making a reservation, complying with immigration and entry regulations and may be presented by the Carrier to public authorities in connection with the charterer's travel. If the charterer has not paid in accordance with the terms of payment mentioned in the quotation, the carrier has the right to refuse to perform the flight.

For these purposes the charterer shall authorise the Carrier to retain such data and to transmit it to its own offices, , and public authorities

2.4. Any fees, taxes, charges and any other surcharges imposed by any government or other authority or airport operator shall be payable by the charterer.

2.5. Any specific services required by the charterer and /or passengers shall be charged to the charterer in addition to the initial quotation.

### 3. OBLIGATIONS OF THE CHARTERER

3.1 The Charterer shall comply in all respects with the conditions of all permits, licenses and authorities granted for the Flights and will procure such compliance on the part of all its passengers.

3.2 The Charterer shall hold harmless and indemnify the Supplier against all claims, demands, liabilities, actions, proceedings and costs of any kind whatsoever arising from any default on the part of the Charterer or any passenger of the Charterer in complying with any of the provisions of this Agreement.

3.3 The Charterer shall comply and shall procure that all its passengers shall comply with all applicable customs, police, public health, immigration and other lawful regulation of any state to/from or over which the Aircraft is or may be flown.

3.4. The Carrier reserves the right to refuse the carriage to the passenger that has not complied with such laws, regulations, orders, demands and requirements or whose documents are considered invalid by the Carrier.

3.5. Should a passenger of the charterer be denied entry into any country, the charterer shall be liable for payment of any fine or charge imposed on the Carrier by a public authority of such country, and all cost or expense whatsoever incurred by the Carrier, as well as the costs of carriage of such charterer from that country. The fare collected for carriage to the point of refusal of entry or deportation shall not be refunded.

### 4. BOARDING

4.1. The Charterer shall be solely responsible for ensuring that passengers and their baggage arrive at the specified check-in point at the departure airport in sufficient time to be carried on any Flight.

### 5. RIGHT TO REFUSE CARRIAGE

5.1. The Carrier may refuse carriage, in addition to point 3.4 and 3.5 above of any Passenger in the following cases:

- If the carriage of a passenger or his/her baggage could endanger or affect the safety, health or cause discomfort of other passengers or crew,
- If the passenger's physical or mental conditions (alcohol or drug intoxication) involve any hazard or risk to the, other passengers, crew,
- If the passenger has refused to submit himself/herself to a security check,
- If the passenger has failed to observe the Carrier's safety instructions,

### 6. SPECIAL ASSISTANCE

6.1. Disabled persons, persons with restricted mobility, pregnant women, persons with illness or any other persons requiring special assistance shall be accepted by the Carrier subject to previous notice thereof and agreement.

## **7. BAGGAGE**

7.1. Charterers may carry free of charge baggage as specified in and subject to the Carrier's conditions and limitations of which the charterer can require relevant information from the Carrier.

7.2. The charterer shall not include in his/her baggage:

(for more details see the appendix 1 and/or refer to our web page <http://sky-vision.hr>)

- Items which are likely endanger the aircraft or persons or property on board the aircraft such as those specified in the Technical instructions for the safe transport of dangerous goods by air issued by the International Civil Aviation Organization (ICAO) and Dangerous Goods Regulations issued by the International Air Transport Association (IATA),
- Items the carriage of which is prohibited by applicable laws, regulations or orders of any country or any state to be flown from, to or over,
- Items not eligible for carriage because they are dangerous or unsafe or which, in the opinion of the Carrier, are unsuitable for carriage by reason of their weight, dimensions, volume or other properties such as, for example, fragile or perishable items, always taking into account the particular type of the aircraft used for the flight,
- Firearms and ammunition other than for hunting and sporting purposes. (Firearms and ammunition for hunting and sporting purposes may be accepted as checked baggage.) Firearms and ammunition for hunting and sporting purposes shall be unloaded with the safety catch on and suitably packed. The Carrier will refuse further carriage of the previously described items as baggage if discovered during the carriage.

7.3. For reasons of safety and security, the Carrier may request passenger to permit a search, X-ray check and any other security screening to be made of himself/herself or his/her baggage.

## **8. FLIGHT SCHEDULES**

8.1. In case of a force majeure event, the Carrier may change the flight schedule and therefore cannot grant the agreed time of flight to the charterer.

8.2. The Carrier shall endeavour to inform the charterer about the changed schedule if the charterer is contactable. Should the new schedule not be acceptable by the charterer, the charterer shall have the right to cancel the travel and ask solely for the refund of the money already paid.

## **9. REFUNDS**

9.1. If the Carrier cancels or fails to operate a flight within a reasonable time according to the schedule the amount of refund will correspond to fare paid (or down payment paid) limited to the total value paid.

## **10. ARRANGEMENT FOR ADDITIONAL SERVICES**

10.1. If the Carrier makes an arrangement with a charterer to provide to the passenger or to a third party any services other than carriage by air, relating to transportation or services other than carriage by air, such as hotel reservations or car rental, the Carrier in such cases acts as an agent for such third party and these General Conditions of Carriage shall not apply to such services.

10.2. If the Carrier arranges surface transportation of a passenger, these General Conditions of Carriage shall not apply to such transportation.

## **11. CARRIER'S LIABILITY FOR DAMAGE**

This Agreement and the carriage thereunder on international flights is governed by the rules and limitations established by the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, Poland, on October 12, 1929, as amended by the Protocol signed at The Hague, Netherlands, on September 28, 1955 (herein collectively called the "Warsaw Convention") and/or by the rules and regulations established by the Montreal Convention on the Unification of Certain Rules for International Carriage signed in Montreal on 28th May 1999 ("the Montreal Convention") which rules and limitations shall, to the extent such Warsaw Convention and/or the Montreal Convention is/are applicable, apply to the Flight(s).

## **12. LIMITATION PERIOD**

12.1. Any right to damages shall be extinguished if an action is not brought within the period of limitation set out in the in the Civil Obligations Act (Official Gazette "Narodne novine" Nos. 35/05, 41/08 and 125/11) counting from the date of arrival at the destination or the date on which the aircraft ought to have arrived or from the date on which the carriage stopped.

## **13. ADMINISTRATIVE FORMALITIES TO BE COMPLIED WITH BY THE PASSENGER**

13.1. The passenger is responsible for obtaining all required travel documents and visas and for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which the passenger transits.

13.2. The Carrier shall not be liable for the consequences to any passenger resulting from his/her failure to obtain all required travel documents and visas or to comply with all laws, regulations, orders, demands, requirements or instructions referred to in the previous paragraph.