TERMS & CONDITIONS

1. APPLICATION OF THE TERMS AND CONDITIONS

1.1. These Terms and Conditions apply to the chartering of any aircraft from Pilart Air GmbH & CO KG / powered by FLY7, Vienna, Austria ("Pilart Air") by any person, company or firm (the "Client"), and shall prevail over any oral or other arrangements in relation to such charter, unless specifically agreed upon in written form by Pilart Air and the client. Pilart Air operates all aircraft under the AOC of FLY7 (FI.AOC.028).

1.2. Pilart Air is authorised to change or alter these Terms and Conditions at any time without providing advance notice. Any amendments or additions to the Terms and Conditions shall become binding for all Clients as soon as they are made publicly available on Pilart Air's website (www.pilartair.at).

1.3. For questions of interpretation, if any version is available in another language, the English version alone shall be binding.

2. DEFINITIONS

In addition to the definitions set out above, capitalised terms used in these Terms and Conditions shall have the following meaning:

"Agreement" means the Charter Quotation and these Terms and Conditions.

"Aircraft" means any aircraft which the Client has agreed to charter from Pilart Air as set out in a Charter Quotation.

"Captain" means the commander or pilot of the Aircraft designated to operate the Flight.

"Carrier" means the operator of the aircraft (FLY7), which can be an affiliate of Pilart Air such as Seven Aviation, Private Club or any other duly registered aircraft operator, which operates a flight with a proper AOC (FI.AOC.028) and insurance.

"Charter Price" means the amount to be paid by the client for the services supplied by Pilart Air GmbH & CO KG, as set out in the charter quotation.

"Charter Quotation" means the document issued by Pilart Air GmbH & CO KG confirming a flight and the relevant flight details thereof to the client.

"Flight" means the flight or, as the case may be, each of the flights set out in the Charter Quotation.

"Flight Itinerary" means the place of departure, place of arrival and any stopping points, together with any indications of departure and arrival dates and times, as set out in the Charter Quotation.

"Meeting Point" means (i) for the departure, the location where the flight crew or Carrier representative will meet the passengers as communicated to the Client by Pilart Air Executive upon request; and (ii) for the arrival, the location where the Client will be guided to, and where the Carrier's services will end.

"Meeting Time" means the time which may be communicated to the Client by Pilart Air or, if no communication is made by Pilart Air, at the latest 40 minutes prior to scheduled time of departure of the Flight.

"Travel Documents" means all documents to be signed, filled out, completed or held by the passengers, including without limitation list of goods and immigration card, as required under applicable law.

12. SOFTWARE LICENSING

12.1 pilartair.at uses select2 for its flight-calculator widget under the following license:

The MIT License (MIT)

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