

BOOKING CONDITIONS

The following Booking Conditions apply to all Tours booked with and operated by Jet Ops Europe Limited and will form the basis of your contract with us:

Definitions:

"We", "Our", "Ourselves" and "Us" means Jets Ops Europe Limited, a company incorporated with limited liability under the laws of Bulgaria, with its registered office at 14, Karnigradska Str., Sofia 1000, Bulgaria and holder of a Bulgarian Air Operators Certificate No. BG 38.

"You", "Your" and "Yourself" means any person, except members of the crew, carried or to be carried in an aircraft with our consent (see also definition of "Passenger").

"Booking Conditions" means all applicable terms and conditions to your Booking which apply in addition to the General Conditions of Carriage. Any additional conditions can be found at www.jet-ops.com.

"Booking" means a booking made for the purchase of Your Tour and which is accepted by us in accordance with these Booking Conditions.

"Carrier" means Jet Ops Europe Limited. For further details regarding the Carrier, please refer to the definition of "We", "Our", "Ourselves" and "Us" above.

"Convention" means whichever of the following instruments are applicable:

- the Warsaw Convention 1929;
- the Warsaw Convention, 1929, as amended at The Hague, 1955;
- the Warsaw Convention, 1929 as amended at The Hague, 1955 and by Additional Protocol No.4 of Montreal, 1975;
- the Montreal Convention (1999) Convention for the Unification of certain rules for international carriage by air.

as supplemented by the Guadalajara Convention, 1961 where applicable.

"EC Regulation" means Council Regulation 2027/97 on air carrier liability in the event of accidents as amended by European Parliament and Council Regulation No. 889/2002

„General Conditions of Carriage" means the General Conditions of Carriage and limits of liability applicable to the Tour and as defined in clause 12.

"Passenger" means any person or persons who are carried on the aircraft for the purposes of the Tour.

"Tour" means the aerial tour or flight booked with Jet Ops Europe Limited.

1. Booking a Tour

- 1.1. All Tours are offered subject to availability.
- 1.2. All Tours must be fully paid in advance of the Tour date.
- 1.3. If the Tour was booked via a third party, You will be asked for valid proof of purchase when You arrive at the facility or port.

2. Documentation

- 2.1. All Passengers are required to bring their original passport or EU National Identification Card to the check-in area.
- 2.2. Valid contact details will also be required in respect of each Passenger and should be provided in advance of the Tour.

3. Schedule or Route Changes

- 3.1. We endeavour to operate Our scheduled Tours as planned, however, on occasion We may be forced to make changes to Our schedule for reasons beyond Our control which could include cancellation or re-scheduling of any Tours.

3.2 We reserve the right to cancel or re-schedule Tours for the following reasons (including but not limited to):

- 3.2.1. Inclement weather;
- 3.2.2. Poor visibility;
- 3.2.3. Safety or security concerns;
- 3.2.4. Technical malfunction/fault in the aircraft;
- 3.2.5. Any other reasons beyond Our control.

For the avoidance of doubt, this list is not exhaustive.

- 3.3. Tour routes may vary due to air traffic control stipulations or other operational considerations.

3.4. We reserve the right to make any schedule or route changes without any prior notice to You. Where circumstances permit, We will attempt to advise You of any Tour cancellations or changes in advance. Please refer to Our Cancellation section for more details.

4. Cancellations and Refunds

4.1. If We cancel your Tour:

- 4.1.1. If We cancel a Tour we will endeavour to contact You in advance through the contact details presented to Us or authorized agent at the time of booking.

4.1.2. In the event of a cancellation, We will offer You the option of either re-booking an alternative Tour of equivalent value (subject to availability) or a full refund.

4.2. If You choose to cancel your Tour:

- 4.2.1. If You choose to cancel your Tour You will endeavour to notify Us as soon as possible.

4.2.2. In the event of your cancellation, the following charges will apply:

- 4.2.2.1. Cancellations received more than 72 hours prior to the Tour will be eligible for 100% refund;
- 4.2.2.2. Cancellations received 48 to 72 hours prior to the tour will be eligible for a 50% refund;
- 4.2.2.3. Cancellations received within 48 hours will not be eligible for a refund

4.3. Any claim for a refund must be submitted in writing to Us within seven (7) days of the date of the Tour.

4.4. Save as provided for in law, when a Tour is cancelled, the above options are the sole and exclusive remedies available to You and We shall have no further liability to You. Notwithstanding the foregoing, We shall not be liable to You for any loss or damage occasioned by such cancellation.

4.5. The remedies mentioned in this clause 4 will be available to You at Our discretion if We have taken all reasonably necessary measures to avoid the damage or it was impossible for Us to take such measures.

5. Age Policy

5.1. The following age policy will apply for the purposes of the Tour. For the avoidance of doubt, the age of the Passengers will be determined as at the date of the tour:

5.1.1. Passengers aged 12 years and above will be considered adults;

5.1.2. Passengers aged 2 to 11 years will be considered children;

5.1.3. Passengers aged 0 to 2 years will be considered infants and are not permitted on the flight.

6. Child Policy

6.1. A maximum of one child per adult guest will apply.

6.2. A maximum of one child per Tour will apply.

6.3. We will not be held liable in the event You seek to exceed the maximum number of children permitted per adult or per Tour and are subsequently refused carriage. For the avoidance of doubt, You will not be eligible for a refund if We are forced to cancel Your Tour for this reason or if You are denied carriage.

7. Pregnant Passengers

7.1. It is your responsibility to advise Us of any pregnant passengers prior to or at the time of making Your Booking.

7.2. Women up to 28 weeks pregnant (as at the date of the Tour) are able to participate in the Tour.

7.3. We will not be held liable if You are over 28 weeks pregnant and are subsequently refused carriage. For the avoidance of doubt, You will not be eligible for a refund if We are forced to cancel Your Tour for this reason or if You are denied carriage.

8. Check In and Late Arrivals

8.1. You should arrive at the operating base in good time for Your Tour as indicated at the time of booking.

8.2. All passengers must be checked in at least 30 minutes prior to the Tour departure time.

8.3. In the event of any Passengers' late arrival, We reserve the right to operate the Tour at the scheduled time unless the Tour can be rescheduled without adversely affecting other scheduled tours or Passengers.

8.4. In the event Your Tour is cancelled due to Your late arrival, You will not be eligible for a refund.

9. Personal Data

9.1. We may use the personal data that You have given us for the purposes of:

9.1.1. making a Booking and issuing a Tour ticket;

9.1.2. providing You with Your Tour;

9.1.3. accounting, billing and auditing;

9.1.4. verification of credit or other charge cards;

- 9.1.5. immigration, security and customs control;
- 9.1.6. statistical analysis;
- 9.2. For these purposes, We may transmit Your personal data to:
 - 9.2.1. Our own offices;
 - 9.2.2. Our Authorised Agents;
 - 9.2.3. Government agencies;
 - 9.2.4. credit and charge card companies;
 - 9.2.5. data processing companies working on Our behalf.

Some of these companies/entities may be located outside the European Union.

9.3. Your data will only be used in relation to Your Booking or as required by law. You may apply for a copy of any data or information held by Us, subject to payment of a reasonable administration fee.

10. Your Conduct

- 10.1. You are not permitted to smoke in any part of the aircraft.
- 10.2. You are not permitted to consume alcohol on board Our aircraft.
- 10.3. For safety reasons, We may forbid or limit operation on board the aircraft of electronic equipment, including but not limited to cellular telephones, laptop computers, portable recorders, transmitting devices, radio controlled toys or walkie-talkies, CD players, iPods or other similar items, electronic games devices and portable radios.
- 10.4. Operation of hearing aids and heart pace makers is permitted.
- 10.5. If You conduct yourself on board the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instructions of the crew including but not limited to those with respect to smoking, alcohol or drug consumption, or behave in a manner which causes discomfort, inconvenience, damage or injury to other passengers or the crew, We may take such measures as We deem reasonably necessary to prevent continuation of such conduct, including restraint. You may be disembarked and refused onward carriage at any point, and reported to the relevant authorities with a view to having You prosecuted for any criminal offences committed on board the aircraft.
- 10.6. If as a result of Your behaviour we are forced to divert the aircraft or abandon the Tour for the purposes of removing You, You must pay Us the costs of the diversion and any fines or penalties imposed on Us by any relevant or competent authority.

11. Right to Refuse Carriage

- 11.1. We may refuse to carry You or Your party if one or more of the following have occurred or We believe may occur:
 - a) Such action is necessary in order to comply with any applicable government laws, regulations, or orders;
 - b) The carriage of You or Your party may endanger or affect the safety of the aircraft or the safety, health, comfort of other passengers or crew;
 - c) Your mental or physical state, including Your impairment from alcohol or drugs, presents a hazard or risk to yourself, to passengers, to crew or to property;
 - d) You have committed misconduct on a previous flight and/or Water Taxi and/or We have reason to believe that such conduct may be repeated;
 - e) You have refused to submit to a security check on You.
 - f) You have not paid the applicable fare or associated charges;

- g) You owe Us any money in respect of a previous flight owing to payment having been dishonored, denied or recharged against Us;
- h) You do not appear to have valid travel documents;
- i) You presented a ticket that has been acquired unlawfully, has been purchased from an entity other than Us or an authorised agent, or has been reported as being lost or stolen, is a counterfeit, or You cannot prove that You were the person named in the ticket;
- j) You failed to observe our instructions or guidance with respect to safety or security;
- k) You have used threatening, abusive or insulting words towards Our ground staff or crew of the aircraft or acted in an intimidating manner;

- l) You have deliberately interfered with a member of the crew of the aircraft carrying out their duties;
- m) You have made a hoax threat relating to bombs, biological or chemical weapons;
- n) You have put the safety of either the aircraft or any person in it in danger;
- o) You have committed a criminal offence during the check in or boarding process or on board the aircraft.

11.2. If We have refused to carry You on the basis of any of the above, or have removed You en route, You will not be entitled to further carriage or to a refund. Without prejudice to the incumbent obligations and liabilities of an air carrier under European Regulations or the Convention, We will not be liable for any consequential loss or damage alleged due to any such refusal to carry or Your removal en route.

2. General Conditions of Carriage and Limits of Liability

2.1 Any exclusion or limitation of liability of the Carrier shall apply to and be for the benefit of agents, servants and representatives of the Carrier and any person whose aircraft is used by Carrier for carriage and its agents, servants and representatives.

2.2 No agent, servant or representative of the Carrier has authority to alter, modify or waive any provision of this contract. Carriage is subject to the above Booking Conditions.

2.3 Unless a contrary mechanism exists in law, if the Carrier can prove that the damage was caused by, or contributed to by, the negligence of the injured or deceased passenger the air carrier and/or Water Taxi owner/operator may be exonerated wholly or partly from its liability in accordance with applicable law.

2.4 The following information is provided in accordance with EC Regulation 889/2002 but it cannot be used as a basis for any claim for compensation nor to interpret the provisions of that Regulation or the applicable Convention:

PASSENGER NOTICE

Air carrier liability for passengers and their baggage

This information notice summarises the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention.

Compensation in the case of death or injury

There are no financial limits to the liability for passenger injury or death. For damages up to 100 000 SDRs (approximate amount in local currency) the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

Advance payments

If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16000 SDRs (approximate amount in local currency according the Regulation).

Passenger delays

In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4150 SDRs (approximate amount in local currency).

Baggage delays

In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1000 SDRs (approximate amount in local currency).

Destruction, loss or damage to baggage

The air carrier is liable for destruction, loss or damage to baggage up to 1000 SDRs (approximate amount in local currency). In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

Higher limits for baggage

A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

Complaints on baggage

If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within 7 days and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

Liability of contracting and actual carriers

If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

Time limit for action

Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

Basis for the information

The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No 2027/97 (as amended by Regulation (EC) No 889/2002) and national legislation of the Member States.

Insurance

Our insurance limit is Euro 10,000,000 CSL (Combined Single Limit).

3. Governing Law and Jurisdiction

3.1 Unless otherwise provided by the mandatory provisions of the Convention or any applicable law, Government regulations, orders or requirements, which are not or may not be disappplied by the Booking Conditions, to the fullest extent permitted by the applicable law:

13.1.1. these Booking Conditions and any carriage which We agree to provide You with (in respect of yourself and/or Your baggage) shall be governed by the laws of the Republic of Bulgaria; and,

13.1.2. any dispute between You and Us concerning or arising out of such carriage in any way whatsoever shall be subject to the exclusive jurisdiction of the Courts of the Republic of Bulgaria.