



## **Terms of Carriage**

1. The following terms and conditions (called terms of carriage) shall govern the relationship between AirLuxxis and its clients – passengers for whom AirLuxxis arranges or coordinates an aircraft for a particular flight through one of AirLuxxis aircraft operators.
2. Client understands and agrees that AirLuxxis is an indirect air carrier and does not own or operate any aircraft and therefore assumes no liability or responsibility relating to the operation of the aircraft. The aircraft for carriage is owned and operated by operator who hold a valid air operator's certificate issued by their respective states.
3. The client agrees that these terms do not constitute an agreement between AirLuxxis and the client and is not a contract of carriage.
4. In the event of a conflict between these terms and that of the operators, these terms shall prevail to the extent such conflict/s pertains to AirLuxxis and the client.
5. Clients and passengers agree to abide by the operator's terms and conditions for carriage including but not limited to possession of valid identification and/or passport, visas, pet carriage rules, weapons carriage rules, luggage and carryon rules etc.

### **General Terms.**

6. A minimum of 24 hours' notice to the requested time of departure is required to undertake any domestic flight and 48-72 hours for any international flight. All flights are subject to availability of aircraft, crew and all regulatory approvals required to undertake any such flight.
7. In case the passengers arrive late at the airport, AirLuxxis will be under no obligation to reschedule/arrange alternative flight nor will be liable for the cancelled flight.
8. Peak hours/Weekends/NOTAMs (notice to airmen) may alter the time of departure and will be accordingly informed to the client by AirLuxxis.
9. AirLuxxis may at its sole discretion, accept a less than minimum notice required subject to availability of aircraft, crew and slots approved by the respective airports (departure and arrival airports).
10. Clients and passengers are solely responsible for compliance of laws, rules, regulations of the countries whose laws may govern the flight. AirLuxxis shall have no liability whatsoever for client or passenger's failure to comply with applicable travel requirements.
11. Client and passengers agree that smoking is prohibited in the aircraft. The client will be responsible for the conduct of the passengers during the flight.
12. All flights will be carried out by the operator in accordance with and within the laid down regulations by respective regulatory authorities and the operators' operations manual.
13. Flight services are provided with a set of one crew (Pilot-in Command and Co-Pilot) and one Flight Attendant (FA) where applicable.
14. The crew including the FA are governed by Flight Duty Time Limitation (FDTL) and rest period as prescribed in the operators' operations manual.



- a. For clarity sake, an operational day is counted as 12 hours. Crew FDTL is restricted to 10 hours only. Example: -
- I. Ground waiting time for an aircraft between arrival and departure shall not be more than 4 hours.
  - II. In case the ground time increases beyond 4 hours up to 6 hours, FDTL restrictions make apply.
  - III. In case the anticipated ground time is more than 4 hours but less than 8 hours, the crew will need crew rest and accordingly hotel rooms are booked for the crew. Additional charges will apply.
  - IV. In case of a night halt/ ground time of more than 8 hours, additional charges will apply for crew accommodation and aircraft parking.
  - V. Day and night parking and any extension is subject to approval from the relevant airport authorities.
15. Cancellation charges will apply in event of a flight cancellation. These will be notified to the client at the time of booking a charter.
16. Client will be charged for any additional flight time due to flight diversion/re-positioning of aircraft which is beyond AirLuxxis and the operator's scope and authority.
17. Each flying day will be charged at a minimum of 2 hours of flying time. A non-flying day (waiting day at an airport) will be charged at 2 hours of flying charges.
18. The pilot in command of the aircraft shall have complete discretion concerning preparation of the aircraft for the flight, whether or not a flight shall be undertaken or abandoned, any deviation from the route and all. Other matters relating to the operations of the aircraft. The client and/or client's guests shall accept all such decisions as final and binding.
19. If for any reason beyond the pilot's control – weather or otherwise, the aircraft is diverted to another airport/destination, the flight shall deem to be completed when the aircraft lands at that airport/destination. The onwards flight to home base/final destination shall be planned in consultation with the client.
20. In case, the aircraft is forced to stay overnight at a diverted airport, AirLuxxis will not bear any hotel or incidental charges for passengers onboard the flight. Client will be required to make suitable arrangements for the passengers for any such unforeseen stay.
21. The client is required to share a confirmed itinerary at least 12-24 hours prior to flight departure.
22. In case of foreign nationals travelling to defense airfields in India, a prior notice of 10 working days is required to be given, in order to confirm the flight, as approval from Naval/Air Force HQs is required.
23. In case a schedule shared by the client is breaching the FDTL of the crew, client will be informed prior to departure/at the time of confirming the flight. Accordingly, the client will have to revise the schedule to meet the crew FDTL. AirLuxxis ability to satisfy any variation in the flight services shall always be subject to crew duty times and the availability of additional crew.



24. AirLuxxis aims to provide the client with the aircraft that has been agreed. However, due to any reason the specific aircraft is not available, AirLuxxis reserves the right to offer a substitute aircraft that could be an equivalent aircraft for the upcoming schedule. If so, there shall be no additional cost to the client for using the substitution aircraft. However, in an eventuality, a substitute aircraft is a superior/downgrade to the specific type agreed in the agreement, client will be notified of the same and revised quotation reflecting the charges (higher/lower) will be shared prior to the flight. If the client agrees on the revised charges, the flight will be operated as per the schedule.
25. A substitution aircraft may occur en-route during a sector of the flight services. The client shall be entitled to terminate the flight services at the point of substitution provided. In such a case, AirLuxxis shall refund the amount paid pro-rata less the cost of positioning the aircraft back to home base.
26. Carriage of any kinds of animals, restricted items (such as firearms), may only be carried with knowledge and consent of the aircraft operator. No prohibited articles and Dangerous Goods are allowed on board the aircraft.
27. The client agrees to share the passenger's names and a valid government issued ID proof (passport for foreigners) and any other information required by local authorities, at least 4 hours prior to departure.
28. In the event of unforeseen/un-anticipated circumstances, the company reserves the right to make changes in the 'product offering'.
29. Liability/Indemnity.
  - a) Client and/or passengers shall indemnify AirLuxxis and hold AirLuxxis harmless against any claims, demands, liens, judgment, penalties, awards, remedies, debts, liabilities, damages, costs (including, but not limited to, legal costs and attorney fees), demanded or sought by any Operator or other person on a flight in connection with the actions of a client or its Passenger(s) in any way connected with the flight.
  - b) AirLuxxis shall be under no liability to any client and/or passengers for any failure by AirLuxxis or the operator to perform its obligations under these Terms arising from any reason beyond AirLuxxis's control, including force majeure.
  - c) AirLuxxis is not responsible for any loss, damage or injury, whether physical or mental, or to property, resulting from any delay, substitution or deficiency of quality of equipment or service, or any act, omission, or negligence of any of the Operators, their agents, servants, employees or subcontractors supplying any of the services or for any claims for such loss, damage, or injury, whether physical or mental, arising therefrom, or from any claim that arises by reason of any action or omission of any party other than AirLuxxis.
  - d) AirLuxxis liability for any loss/damage from its own acts/omissions or negligence is limited to the service fee/commission that it has charged the client.
30. No client and/or passenger shall assign their rights or benefits under these terms to anyone.

Valid until 31<sup>st</sup> Dec 2024