



FlyEgypt Charter Terms & Conditions

1. These Charter Terms & Conditions shall exclusively apply to and from integral part of the FLYEGYPT CHARTER AGREEMENT between FlyEgypt ("Carrier") and Charterer (the "Agreement"). The general term and conditions of Charterer are hereby explicitly excluded. The Carrier shall make available to the Charterer the aircraft specified in the FLYEGYPT CHARTER AGREEMENT ("the Aircraft") on the following terms and conditions.
2. The Carrier shall provide the Aircraft for the Charterer's use, properly equipped, maintained and fuelled, together with a crew, who shall be the Carrier's servants or agents, and the crew shall, except as provided in clauses 5 hereof, fly the Aircraft on the journey(s) specified under the heading in the FLYEGYPT CHARTER AGREEMENT (the "Itinerary").
3. The Charterer is as defined by the Montreal Convention and shall be responsible for issuing its own tickets which shall not contain any provisions which are differing from this Agreement. Should such Charterer not issue the tickets or should such tickets contain conditions which differ from this Agreement the Charterer hereby agrees to indemnify the Carrier from all claim of third parties, including Passengers, which could have been avoided if a ticket had been issued or the provisions were not differing from this Agreement.
4. If the Aircraft shall for any reason become incapable of undertaking such transport of Passengers or goods as was contemplated at the time of this Agreement, the Carrier may at its discretion substitute for such Aircraft one or more aircraft being capable of undertaking such transport. If the Carrier does elect to substitute one or more aircraft as aforesaid then the provisions of this Agreement relating to the Aircraft shall apply equally to the substituted aircraft. If the Carrier does not elect to substitute another aircraft, it shall notify the Charterer as soon as possible and shall be relieved of its obligations to provide the Aircraft for the journeys which can no longer be undertaken by reason of the incapacity of the Aircraft and the Carrier shall not be under any liability to the Charterer other than the liability to refund to the Charterer such part of the price set out in the FLYEGYPT CHARTER AGREEMENT which relates to that part of the carriage or journey(s) cancelled and the Carrier's certification of such amount shall, save in the case of manifest error, be conclusive.
5. The captain of the Aircraft (the "Captain") shall have absolute discretion to decide what load, including the number of Passengers, may safely be carried in the Aircraft on any particular flight and how such load shall be distributed, whether and when a flight may safely be undertaken and when and where the Aircraft shall be landed. The Charterer, for and on behalf of its employees, servants, agents and Passengers to be carried on any flight under this Agreement (the "Passengers"), hereby agrees to follow in all respects the directions and instructions of the Captain and crew of the Aircraft. Further, the Charterer hereby acknowledges and confirms that all directions or instructions given by the Captain or crew pursuant to this clause 5 shall be binding on the Charterer and that the Carrier may terminate this Agreement without further notice if any Passenger fails to comply with any such directions or instructions. The Carrier shall not be liable to the Charterer or any other party whatsoever for any loss, damage, costs or claims of whatsoever nature and howsoever arising as a result of any decision or action taken by the Carrier pursuant to this clause 5.
6. The flight schedule specified in the FLYEGYPT CHARTER AGREEMENT has been prepared to take account of relevant statutory and other official flight time limitation requirements. The Carrier reserves the right to make additional charges if, for reasons beyond the Carrier's control, it is necessary to provide additional crew or position replacement crew to continue such flight schedule. The Carrier will have no liability or responsibility to the Charterer or any other party for any delay to Passengers, baggage or freight so occasioned.



7. Apart from the Passenger Checked and Carry-on Baggage Allowances the Charterer shall not be allowed to carry on any other cargo on the Aircraft on any flight. The Carrier may without the Charterer's consent use any space not utilized by the Charterer for the carriage of mail, cargo or its own personnel and property.

8. The Passenger Checked and Carry-on Baggage Allowances are as follows:

Each Passenger, except Infant to the age of [2 years] ("infants"), is allowed to:

- a.) One Carry on hand luggage of 56 x 45 x 25 cm (length x width x depth); with maximum weight of 5 kilograms.
- b.) One Checked bag with maximum weight of 15 kilograms within IATA baggage standards. Infants are allowed one piece of cabin baggage - maximum weight of 5 kilograms.
- c.) The Carrier will charge an extra fee for excess weight and out sized dimensions; no single item may exceed 32 kilograms in weight.
- d.) Pets in cabin (PETC) the total weight including the box shall not exceed 5 kilograms and the dimensions of the box shall not exceed 55 x 35 x 35 cm. If the weight and/or dimensions limits for PETC are exceeded, the animal shall not be accepted.
- e.) All charges are collected directly by Carrier one-way per single flight. First boarding point will collect relevant charges on behalf of the Carrier until final destination (last destination which baggage is through-checked).
- f.) Checked baggage of which any dimension exceeds 150 cm will be considered oversize baggage and will be subject to the relevant fee. In any case the sum of all three dimensions of checked baggage shall not exceed 250 cm.
- g.) The maximum weight per piece of checked baggage must not exceed 32 kilograms. Baggage heavier than 32 kilograms will not be accepted for transport.
- h.) In addition to the baggage above the following items may be carried free of charge:

Infant's food for consumption in flight and infant's carry cot, a pair of crutches, a walking stick, and/or other prosthetic device if the Passenger are dependent on them. Coat, shawl or blanket, Umbrella or walking stick, Small camera, movie camera or binocular, Small portable personal computer, Reading material for the flight, Food for a baby for the duration of the flight, Crutches or orthopedic devices and a fully collapsible wheelchair for disabled persons (to be placed in the cargo compartment of aircraft due to space reasons), baby safety seat certified for use in air transport if it is placed in the seat specifically purchased by Passenger, baby safety seat not certified for use in air transport if it can fit in the overhead bin. Some of the above mentioned item may be used for boarding only and might have to be stowed away in the aircraft hold.

- i.) FlyEgypt may refuse to accept baggage damaged or in poor conditions.

9. The Charterer shall not and procures that no Passenger delivers for carriage, and the Carrier shall not be required to carry on any flight, any article specified in the International Air Transport Association (IATA)



Dangerous Goods Regulations or the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air (such items specified in the Regulation and Instructions form integral part of this Agreement) or any other article prohibited by any applicable treaty, law or regulation of the country of registration of the Aircraft and of any country to, from or over which the Aircraft is flown (including, without limitation compressed gases, firearms, explosives, corrosives, flammable liquids or solids).

The Charterer acknowledges and agrees on behalf of the Passengers that the Carrier, any customs official, and any other duly authorised governmental or public official may inspect and examine any baggage or cargo belonging to any Passenger whether accompanied or not. Furthermore and without prejudice to the foregoing, the Carrier may refuse to carry any baggage or other item considered by the Captain of the Aircraft or by any other responsible servant of the Carrier to be unsuitable for carriage by air whether by its nature or any applicable laws, orders or regulations of any country flown from, to or over. Further, the Charterer acknowledges and agrees on behalf of the Passengers that for security reasons Passengers are subject to considerable bodily and baggage checks.

10. The Charterer acknowledges and agrees on behalf of the Passengers that the Carrier might be obliged for rendering its services to provide personal data of the Passengers (e.g. full name, date of birth, address, telephone numbers, travel and payment information, details of cargo et al.) to the authorities of certain countries and the Charterer, on behalf of the Passengers, herewith authorizes the Carrier to provide such personal data to these authorities. Further, the Charterer agrees that such personal data can be transferred to countries where the personal data is not protected equivalent to the provisions under European law

11. The Charterer shall pay to the Carrier for the flights and services to be provided hereunder the price stated in the signed FLYEGYPT CHARTER AGREEMENT in the manner therein provided, or as otherwise requested in writing by the Carrier, and shall be responsible for any other additional expenses incurred by reason of any further request of the Charterer.

12. All payments to be made by Charterer shall be made in full without any deduction of any kind, of charges, fees or taxes. In particular, Charterer shall not be entitled to set off against any sums owing by it to the Carrier under or in connection with this Agreement or any related document any sums owing by Carrier to it under or in connection with this Agreement or any related document or for any other reason.

13. Any late payments due to Carrier by the Charterer shall bear interest at the rate of four percent (4%) p.a. above the base rate published by the Central Bank of Egypt for the agreed currency, from the due date to the date of final payment.

14. If any delay in the commencement or completion of any flight is caused by the Charterer, its servants or agents or by any Passenger, demurrage shall be charged to the Charterer for such delay at the hourly market rate for the aircraft specified in the signed FLYEGYPT CHARTER AGREEMENT, and in addition the Carrier shall be entitled at any time after demurrage shall have started to run to cancel such flight (without prejudice to any claim the Carrier shall have against the Charterer of demurrage up to the time of such cancellation and the rights of the Carrier hereunder).

15. The parties hereto agree that the Carrier shall be under no obligation to vary or amend the Itinerary. However, if the Carrier agrees to vary or amend the Itinerary, the Charterer shall pay such revised price as determined by the Carrier and shall be responsible for any other additional expenses arising out of any such flight incurred by reason of any further request of the Charterer.



16. The price stated in the FLYEGYPT CHARTER AGREEMENT is based on the Carrier's costs, charges and expenses at the date hereof for the Itinerary. In the event of any increase in such costs, charges or expenses, of whatsoever nature and howsoever arising, between the date hereof and the completion of the flight schedule specified in the Itinerary, the Carrier shall be entitled to increase the price by a sum equal to any extra amount incurred or to be incurred in completing the said flight schedule by reason of any such increase in any such costs, charges or expenses. Any additional amounts payable by the Charterer pursuant to this Agreement shall be notified to the Charterer as soon as reasonably practicable and shall be paid by the Charterer within 7 days of such notification.

17. Subject to clause 5 hereof if, for reasons of safety or security or other operational reasons not being the fault of the Carrier, the Aircraft is diverted from any scheduled destination specified in the Itinerary, the Carrier will, if requested to do so by the Charterer, use its best endeavours to procure that, as soon as reasonably practicable after arrival at such alternate destination, the Aircraft is flown to its scheduled destination. The Carrier will have no liability or responsibility to the Charterer or any other party for any delay to Passengers, baggage or freight so occasioned and the Charterer shall pay the additional costs and expenses incurred by the Carrier arising as a result of the diversion and/or the flight to the scheduled destination.

18. Either party shall be at liberty to terminate this Agreement, but without prejudice to the rights of the parties under clauses 5, 19 and 20 hereof, by giving notice in writing to the other

- (a) at any time before the time specified for the commencement of the first journey specified above; or
- (b) at any time if (i) the other party commits a breach of this Agreement and such breach is not cured within 10 days, (ii) in case of bankruptcy or insolvency or such party enters into any arrangement or composition with its creditors or, being an individual, dies or, being a partnership, is dissolved by death or otherwise or being a corporation, a petition is presented to wind it up (otherwise than for the purpose of merger or reconstruction only) or (iii) the Charterer fails to pay the Price when due (in the latter case, only the Carrier has the right to terminate).

19. If this Agreement is terminated by the Carrier:

- (a) pursuant to clause 18(a) hereof then the Carrier shall refund to the Charterer any payments made by the Charterer under this Agreement but shall be under no further liability to the Charterer by reason of such termination;
- (b) pursuant to clause 18(b) hereof then the Carrier shall not be liable to refund to the Charterer any portion of the price set out above and shall be under no further liability to the Charterer hereunder and any termination by the Carrier will be without prejudice to its rights under this Agreement then accrued or in respect of the matter leading to termination.

20. If this Agreement is terminated by the Charterer pursuant to clause 18(a) hereof, the Charterer shall be liable to pay to the Carrier the appropriate cancellation charge set out in the FLYEGYPT CHARTER AGREEMENT and any other sums then payable by it hereunder and the Carrier shall repay to the Charterer the Basic Price which it already received minus the amounts due hereunder. If this Agreement is terminated by the Charterer pursuant to clause 18(b) hereof, the Carrier shall refund to the Charterer payments made in advance of any flight.



21. The security deposit, if any, shall be used as security for Charterer's payment obligations under the Agreement. Any remaining balance of the security deposit, if any, shall be repaid to Charterer within 90 days after termination of the Agreement.
22. The Charterer's obligations under clauses 5, 19, 20, 28, 29, 30 and 33 shall survive termination of this Agreement and shall remain in effect until all required indemnity payments and obligations have been made and satisfied in full, respectively.
23. The Charterer shall give to the Carrier in good time all information and assistance required to complete any such documents or forms required by the Carrier relating to any carriage undertaken pursuant to this Agreement. The Charterer warrants that all Passengers will hold all necessary passports, visas, health and other certificates required for the flights to be operated hereunder and will be at the check-in desk by the required check-in time. Any costs arising for non-compliance with this condition have to be borne by Charterer.
24. The Aircraft shall be used only in compliance with the law and lawful directions of public authorities of the country of registration of the Aircraft and of any other country to, from or over which the Aircraft is flown. The Charterer shall comply and procure that all Passengers and owners or other persons having an interest in goods carried in the Aircraft shall comply with this Agreement and all relevant customs, police, public health and other lawful regulations of the country of registration of the Aircraft and of any other country to, from or over which the Aircraft is flown. The Charterer shall be responsible for and/or liable to pay to the Carrier any cost, charge, expense or other sums resulting from seizure or fines levied by the authorities of the jurisdiction of the country of registration of the Aircraft and of any other country to, from or over which the Aircraft is flown, for non-compliance by the Charterer with its obligations set out above.
25. The Carrier shall at its own expense apply for and use its commercially reasonable endeavours to procure the grant of all licences or permits required by the laws of the country of registration of the Aircraft and of any other country to, from or over which the Aircraft is to be flown for the performance of the journey(s) specified in the Itinerary and the performance of the said journey(s) shall be dependent upon the timely grant and validity of any such licences and permits. The Charterer warrants that it will comply with all the conditions of the said licences or permits which shall have been notified to it by the Carrier and shall use its best endeavours to procure such compliance on the part of all Passengers and owners or other persons interested in goods to be carried in the Aircraft on such journey(s).
26. The Charterer shall not be entitled to assign the benefit of this Agreement to any other person without the consent in writing of the Carrier.
27. Any notices required to be given hereunder shall be served by sending the same by pre-paid first class post or facsimile or by delivering the same by hand to the address of the party to whom it is given or such other address or fax number as either party may notify to the other for this purpose. If sending by post it shall be deemed to have been received when actually delivered, and any notice sent by facsimile shall be deemed to have been received at the time of confirmation of transmission; provided that, in the case of a facsimile transmission, if the date and time of dispatch is not a business day or is otherwise outside the standard business hours of the addressee, it shall be deemed to have been received at the opening of business on the next business day.



28. The Charterer shall indemnify and hold harmless the Carrier, its affiliates, successors and assigns and their directors, officers and employees against:

- (a) all losses, claims (including, without limitation, claims involving strict or absolute criminal or civil liability, tort, damage, injury, death, liability and third party claims), suits, demands damages, costs and expenses in respect of any liability of whatsoever nature to third parties (including without limitation Passengers, consignors and consignees); and
- (b) any damage or loss of whatsoever nature caused to the Carrier, its servants or agents, or to any aircraft or any equipment belonging to the Carrier, its servants or agents arising directly or indirectly out of any act or omission whatsoever of the Charterer, its employees, servants, agents or any Passenger and whether tortious or constituting a breach of this Agreement and the Charterer hereby agrees to defend any actions based on or arising out of the foregoing.

29. In case of damages caused by any Passengers to the Aircraft, the Charterer shall be responsible for and/or liable to pay to the Carrier any cost, charge, expense or other sums resulting from the immobilization of and/or any resulting repairs to the Aircraft.

30. Liability

a. In addition to the clauses limiting liability in this Agreement, the liability of the Carrier, its directors, employees and auxiliary persons to the Charterer for death, injury, damage to or loss of baggage, delay or otherwise shall be excluded as far as permitted by the applicable law. This provision shall also apply to claims against the owner of the aircraft where the Carrier uses an Aircraft for which it is not registered as owner.

b. To the extent that this Agreement is governed by mandatory provisions of the Warsaw or Montreal convention, EU regulations or other mandatory provisions of national law, Carrier's liability for death, injury, damage to or loss of baggage or delay shall be limited to the minimum permitted by such convention, regulation or law and any further liability shall be excluded.

c. The following notice is given to Charterer and the Charterer undertakes to include such limitations in its contracts with the Passengers and inform the Passengers accordingly. Such notice shall, however, not limit the defences and limitations available to Carrier under the Warsaw or Montreal convention, EU regulations or national law.

“Compensation in the case of death or injury

The liability for Passenger injury or death is limited to 113'100 SDRs.

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 16'000 SDRs.

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 4'694 SDRs.

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 1'131 SDRs.



Destruction, loss or damage to baggage

The air carrier is liable for destruction, loss or damage to baggage up to 1'131 SDRs. 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 seven 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."

d. If the Carrier offers the Charterer higher compensation for an accident resulting in personal injury than it is required to do by law, or if it does not submit evidence that would exonerate it, such offer and waiver will only be valid in respect of those injured and not in respect of their social insurance funds or other insurers with rights of recourse. In addition, the claims of such insurers shall be reduced by the payments made by the Carrier to the Charterer.

e. The Carrier's liability for the carriage of valuable or sensitive baggage will be in accordance with clause 30a even if the Charterer has reported the contents of the baggage. The limitation on liability pursuant to clause 30a shall be extended for checked baggage if the Charterer provides a declaration of value, the Carrier accepts such baggage and the Charterer pays the surcharge requested by the Carrier; in this case, the Carrier shall be liable up to the amount specified, unless it can demonstrate that this is higher than the actual value of the checked baggage.

f. Where the Carrier does not carry baggage by aircraft but commissions a third party for the carriage, it will not be liable for damage occurring due to or during carriage of this kind. In this case, the Carrier will assign its claims with regard to the third party to the Charterer.

g. The Carrier accepts no liability for the actions of third parties or for the conduct of other Passengers. If a Charterer or Passenger ignores instructions from the pilot or flight personnel of the Carrier, it shall be liable for the consequences of its actions.

h. 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. After this period claims shall be time-barred and be forfeited and null and void.



31. If by reason of any circumstances whatsoever beyond the control of the Carrier or the Charterer, as the case may be, including (but without prejudice to the generality of the foregoing) war, hijacking, riots and commotion, strikes, lock-outs, interferences of government authorities or their officials, fire, explosions, requisitions, blockade, embargo, flood, fog, act of God, breakdown or accident to the Aircraft, the Carrier shall be unable to fly or continue to fly the Aircraft or the Charterer shall be unable to take up any flight to be operated hereunder, neither the Carrier nor the Charterer shall be liable for delay or non-performance of any such flight. Any time so lost shall not count in computing demurrage unless the Aircraft is already on demurrage. If a Passenger has nevertheless a claim against the Carrier, Charterer shall indemnify Carrier.

32. In the event that any of the terms or provisions of this Agreement is determined to be illegal or unenforceable or in conflict with regulations or rulings of authorities, governmental or other, or otherwise unenforceable, or if any provision or term of this Agreement should become illegal or unenforceable at any time hereafter, then all other provisions of this Agreement shall be severable and shall remain valid, binding and enforceable. In such case, the invalid provision shall be substituted by a substitute provision which has the effect nearest to that of the provision being replaced and which best reflects the economic bargain and the intentions of the Parties without being unenforceable.

33. This Agreement shall be construed in accordance with the Laws of Egypt, without giving effect to its conflict of laws provisions. The exclusive place of jurisdiction for any and all dispute, controversy and claim arising among the Parties out of or in connection with this Agreement, including the interpretation, enforcement, validity, breach or termination thereof, shall be the North Cairo Court, Egypt.