

# Terms and Conditions

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# **1. GENERAL TERMS & CONDITIONS OF USE**

## **1.1. Definitions**

*In these T&C, the words starting with a capital letter shall have the following meaning:*

|                                |  |
|--------------------------------|--|
| <b>Aircraft</b>                | <i>Shall mean any equipment, motorised or not, capable of soaring and circulating in the air.</i>  |
| <b>Flight Share</b>            | <i>Shall mean a flight where the Costs are Shared, operated with a simple motorised aircraft under the conditions described in the appendices of these T&amp;C.</i>  |
| <b>Post</b>                    | <i>Shall mean the Flight offer placed on-line by a Flight Publisher.</i>   |
| <b>FLYSPECTIVE</b>             | <i>Indicates the company which owns and manages the website <a href="http://www.panoramicflightscroatia.com">www.panoramicflightscroatia.com</a>, a sole proprietorship owned by Karlo Kovač and it is based on address Budačka Rijeka 96, 47242 Krnjak.</i>                                     |
| <b>T&amp;C</b>                 | <i>Shall mean these General Terms &amp; Conditions of Use</i>  |
| <b>User Account Or Account</b> | <i>Shall mean the account which must be created in order to become a User and to access the Services.</i>  |
| <b>Shared Costs</b>            | <i>Shall mean the Sharing of the Costs, in the context of a Flight Share, between all of the occupants of the aircraft including the Pilot, limited to the cost of fuel, the renting of the aircraft, the route and landing charges, and, where a stop-over is planned, the parking charges.</i> |
| <b>Pilot</b>                   | <i>Shall mean the physical person with directional control and control of the Aircraft, duly authorised, with the relevant up to date qualifications, licences and medical certificates required to pilot an Aircraft and to carry out the tasks of the captain on board.</i>                    |
| <b>Passenger</b>               | <i>Shall mean the physical person having made a request to book a flight proposed by the Flight Publisher and which the latter has formally accepted.</i>  |
| <b>Share of Costs</b>          | <i>Shall mean the amount of money requested by a Private Pilot in the context of a Flight Share.</i>   |
| <b>Service</b>                 | <i>Shall mean any Service rendered by means of the website to a User, it being specified that FLYSPECTIVE shall never be party to a transport contract of carriage.</i>  |

|                          |   |
|--------------------------|---|
| <b>Site</b>              | Shall mean the website accessible at <a href="http://www.panoramicflightscroatia.com">www.panoramicflightscroatia.com</a>   |
| <b>Private Flight</b>    | Shall mean the operation of a Flight Share for which the Pilot has accepted to take a Passenger in an Aircraft for a defined Journey on payment of a Share of the Costs in accordance with the principle of a Flight Share.   |
| <b>Journey</b>           | Shall mean the circuit of the Flight, including take-off from point A in order to land at point B, or, where applicable, with a stop-over at point C and/or take-off at point A and landing at the same point A, depending on the terms proposed by the Pilot in the advertisement. |
| <b>User</b>              | Shall mean any physical person or entity using the Panoramic Flights Croatia website with aim to use services of the platform.  |
| <b>Panoramic Pro</b>     | Shall mean the Commercial Flights offered by Operators holding an Air Carrier Certificate (ACC) and an Air Operator Certificate (AOC), or ATO and DTO establishments or their agent(s).   |
| <b>ACC</b>               | Air Carrier Certificate issued to an Operator by administrative authorities for having demonstrated that it has the requisite professional capacities and organisation in place to provide the operations outlined on the Certificate.  |
| <b>Local Flight</b>      | Shall mean a flight where the points of departure and destination are located at the same airport.  |
| <b>Operating Licence</b> | Authorisation issued by a national authority, permitting the company to provide air services in accordance with the specific details featured on the licence, including commercial carriage between two different airports.   |
| <b>Flight Fare</b>       | The fare to be paid by one or several passengers by an Operator as posted on the website.   |
| <b>Flight Publisher</b>  | A Private Pilot or an Operator, as appropriate who posts a flight on the platform.  |
| <b>Operator</b>          | Shall mean a professional Air Carrier authorised to operate commercial flights or the agent representing it during the conclusion of the contract of carriage.  |
| <b>ATO</b>               | Shall mean an accredited Approved Training Organisation.  |
| <b>DTO</b>               | Shall mean an   |
| <b>Private Pilot</b>     | accredited Declared<br>Training Organisation.<br>Shall mean a pilot<br>operating a Private<br>Flight.   |
| <b>Booking</b>           | Shall mean the attribution of a place on a specific flight requested by the Passenger and accepted by the Flight Publisher.   |
| <b>Commercial Flight</b> | Shall mean a flight operated by an Operator under the conditions and limits of the national authorisation to which he is subject, for a payable fare.   |
| <b>Service Charges</b>   | The fees charged by FLYSPECTIVE for the flight taken.   |

## **1.2. Scope**

*The General Terms and Conditions of Use, including these Common General Terms and Conditions and the Special Terms and Conditions for Flight-sharing (Appendix I) and the Special Terms and Conditions for Commercial Flights (Appendix II) apply to the Services offered on the Panoramic Flights Croatia web platform.*

*The Services offered on this Site are published by **FLYSPECTIVE**, SP, owner Karlo Kovač, located on address Budačka Rijeka 96, 47242 Krnjak, Croatia, MB 8283685*

## **1.3. Operations covered by these T&C**

*The **Site** is a community platform accessible on the internet, set up and operated by the **FLYSPECTIVE**.*

*FLYSPECTIVE proposes to put Flight Publishers in touch with Passengers in order for them to carry out Aircraft Flights in common, in accordance with the Terms and Conditions defined herein, including the appendices, Appendix I in respect of a Flight Share and Appendix II in respect of Commercial Flights.*

*The Site offers Users the on-line tools and technical functionality to post content which:*

- i. Puts Flight Publishers wishing to operate a Flight in touch with one or more Passengers, by:*
  - Requesting to post and posting a Flight offer on the Site and*
  - providing a tool for the management of bookings and payment.*

## **1.4. On-line acceptance of the T&C**

*Use of the Site shall be subject to acceptance of these T&C.*

*By creating an account on the Site, Users imply their acceptance of the T&C.*

*Also, by booking a flight, Users imply their acceptance of the T&C.*

*Solely the acceptance of the T&C shall permit Users to access the services proposed on the Site. The acceptance of these T&C shall be whole and indivisible, and Users shall not have the option to accept the application of one part only, or to formulate reserves.*

*In the event of non-adherence to one of the obligations detailed herein, **FLYSPECTIVE** reserves the right to delete the relevant User Account. The same shall apply should a Private Pilot act in a commercial capacity or an Operator no longer holds the administrative authorization necessary for commercial transport.*

## **1.5. Amendments to the T&C**

*FLYSPECTIVE reserves the right to amend the T&C at any time, as well as the functionality offered by the Site or the operating rules of the Service. Amendments shall take immediate effect once they appear on-line in the T&C, which each User shall acknowledge as having understood and accepted.*

*Where an amendment takes place after the Passenger has paid for a flight booking or a gift voucher, the amendment shall not apply to the outstanding transaction.*

*FLYSPECTIVE reserves the right to propose new services, free or for payment, on the Site.*

## **2. USING THE SERVICE**

### **2.1. Preliminary registration and the setting up of a User Account**

*The Site is freely accessible to any Internet user with modern computer hardware, the necessary software configuration and a high-speed internet connection.*

*The Services which are available on the site are exclusively for the use of those persons considered legally competent to commit themselves in respect of the T&C.*

*The user has an option to create an user account on the Site. The username and password ('Access Codes') chosen by the User must not violate the rights of any third party - in particular the rights associated with surnames or trademarks - nor offend with regard to morality.*

*Registration shall be confirmed to the User via the email address which they shall have provided, in the form of an email from the Site containing the links necessary to confirm registration.*

*This email shall be sent only if all mandatory fields have been filled in on the aforementioned registration form. The truth and accuracy of the information communicated by the User during the Account opening process shall be assumed and shall engage the liability of the named person.*

*In order to protect private information relating to Users, only selected information regarding the Account shall be visible to others, and some information shall only be released to a User following their Acceptance with regard to a Request for Booking initiated by another User.*

*FLYSPECTIVE shall under no circumstances be liable for any erroneous or fraudulent information communicated by the Users.*

### **2.2. Terms of use of the Service**

#### **2.2.1. Creation of a Flight offer**

*Any private pilot User or an authorised representative of the Operator can publish one or several Post(s) on the Site in order to benefit from the Services.*

*To this end, the Flight Publisher or their authorised representative must:*

- (i) Complete the "share a flight" form provided on the Site for this process, and, at the very least, populate the fields indicated as mandatory;*
- (ii) Indicate the schedule of dates and times of the Flight;*
- (iii) Indicate the amount of the Fare, or the Share of the Costs;*
- (iv) Where appropriate, stipulate the conditions for cancellation which the Publisher wishes to impose on the Passenger;*
- (v) Detail the rules and any supplements which may be charged to the Traveller in the context of the Flight;*
- (vi) Be able to provide evidence on demand, to FLYSPECTIVE and / or the Passenger:
  - a. Of their right to the use of the aircraft;*
  - b. Of the qualifications and, where applicable, the licence(s) and certificate(s) which shall permit him/her to fly the proposed aircraft;**
- (vii) Not to post or circulate via the Site:
  - a. Redirection to other websites featuring activities which are in competition with or ancillary to the Services, except with the prior express authorisation of FLYSPECTIVE.*
  - b. Redirection to external content such as personal pages;**

- c. *Material which is malicious, disparaging, deliberately misleading, unlawful and/or contrary to good morals or to these T&C;*
- d. *Any sensitive material of a racial or ethnic origin or relating to political, philosophical or religious opinions, trade union membership, sexual life or health, or which is contrary to morality and the law.*

*(viii) To comply with public policy provisions.*

*Non-compliance with these provisions could result in the deletion of the User Account by FLYSPECTIVE.*

#### **2.2.2. Booking of a Flight by the Passenger**

##### **2.2.2.1. Requesting a Flight Booking**

*Passengers have a choice between taking a panoramic flight (A-A) or a taxi flight (A-B). Flights are further divided into groups by the area of the departure. Each area section contains all of the flights departing from that area.*

*Any request to book a flight shall be carried out in accordance with the Site booking procedure. During the Flight Request process, the Passenger can see on-screen:*

- (i) The content of the Post selected and the places, dates and times of the Flight featured;*
- (ii) Where applicable, the applicable conditions for cancellation;*
- (iii) The total price for the flight, which shall include:*
  - a. The amount to be paid to the platform, invoiced by FLYSPECTIVE.*
  - b. Where appropriate:*
    - Supplementary charges specifically detailed in the Post (consumables, cleaning etc.);*
    - The cost of insurance (cancellation, assistance, excess waiver, or other) possibly taken out by Passengers with an external insurance provider if this Service is offered on the Site;*
  - c. The Share of Cost for the flight or the fare required of each passenger. This amount is not invoiced by FLYSPECTIVE and is paid to the pilot directly. The pilot is obligated to calculate the Share of Cost or fare of each passenger after the flight. This amount shall be an equal share of the total cost of the flight.*

*Responsibility rests with the Passenger to check that they have taken any additional charges into account for which they shall be invoiced.*

*Once the Flight Request has been raised by the Passenger, they will be asked to follow the procedure for payment, described here below, in order to confirm the Flight Request.*

##### **2.2.2.2. Conditions of Acceptance of the Flight Request**

*The Flight Request shall be considered as confirmed once the payment process has been validated.*

- (i) An email summarising the Flight Request shall be sent to the Passenger;*
- (ii) An email summarising the Flight Request shall also be sent to the Flight Publisher who shall have forty-eight (48) hours in which to formally accept or refuse it;*

*Should there be no response within the 48 hours, the Flight Request shall be cancelled, and the Passenger informed by email and refunded in full.*

### **2.2.3. Service charges and payment to the Flight Publishers**

#### **2.2.3.1. Service Charges**

*FLYSPECTIVE shall take payment of the Service Charges included in the advertised price of the flight via the Site. The Service Charges shall include the following:*

- The payment for putting the passenger and the Flight Publisher in touch through the use of FLYSPECTIVE as an internet platform marketplace;*
- VAT at the rate applicable in the relevant country, if applicable.*
- Additional charges regarding the organization of the flight.*

*The Service Charges shall be applied in respect of each flight offered for booking on the Site.*

*The Service Charges are separate from Share of Costs for the Flight Share or the fare required of each passenger.*

#### **2.2.3.2. Payment by the Passenger**

*Payment for a reservation by the Passenger shall be made at the time of the Flight Booking via the FLYSPECTIVE payment system, using a bank card (Visa or MasterCard), or by any other means which FLYSPECTIVE may make available on the Site. Preferred means of payment is a direct transfer of funds to the FLYSPECTIVE bank account.*

*A secure system of payment for those using a bank card has been put in place for FLYSPECTIVE by FONDY ([www.fondy.io](http://www.fondy.io)). This method of payment is globally recognized for the protection of information transmitted via the internet.*

*The instruction of a payment using a bank card by a passenger via the Site implies acceptance of the T&C of FONDY, which may be accessed via this link: <https://fondy.io/uploads/2021/12/Ts-Cs-.pdf>*

*FLYSPECTIVE shall not be held liable for any delay in authorisation by the bank in respect of a transaction instructed by the Passenger, this delay being due to the bank of the card holder.*

*The payments instructed by the Users in accordance with these T&C shall be irrevocable and shall be executed in favour of FLYSPECTIVE by FONDY.*

*The Passenger and the Flight Publisher agree to respond positively to any request from FLYSPECTIVE or FONDY and more generally to any administrative authority or competent court, with regard to preventing and combating money laundering, and specifically, they agree to provide any proof of address or identity which may be required. In the absence of an immediate response to such a request, FLYSPECTIVE and/or FONDY shall take all appropriate measures, specifically the suspension of the Services used by the Passenger or offered by the Publisher.*

#### **2.2.3.3. Platform's gift vouchers**

##### **i. Period of validity of the vouchers**

*The Panoramic Flights Croatia Gift Voucher shall be valid for one (1) year from the date of purchase. The User may request that the Panoramic Flights Croatia Gift Voucher be renewed before expiration within an absolute limit of two (2) years from the date of purchase for the additional charge of 50% of original voucher value.*

*The User must make their request in writing, via email, prior to the expiry date of the Gift Card, to [panoramicflightscroatia@gmail.com](mailto:panoramicflightscroatia@gmail.com) in order for the validity of the Panoramic Flights Croatia Gift Voucher to be extended for an additional year.*



ii. Cancellation policy for gift vouchers

*The buyer of the gift voucher does not have a right of refund. The User of the voucher has a right for a reschedule if he cancels his/her flight up to 48h before the requested time of the flight. If the User cancels the flight after 48h prior the flight, he/she does not have the right for rescheduling nor refunding. If the Platform cancels the flight for any reason, the User has a right to reschedule the flight.*

iii. Respect for privacy and personal data

*The information collected in the context of the purchase and use of a Panoramic Flights Croatia Gift Voucher may be subject to computer processing for the purpose of compiling a customer and prospect file for sending information on the Panoramic Flights Croatia network and for statistical analysis.*

*The protection, security and confidentiality of the data collected shall be pursuant to the requirements of Clause 5 of these T&C.*

*The User may oppose the processing of data concerning them by written request. In such a case, Panoramic Flights Croatia undertakes to delete all information concerning the User from its databases.*

### **3. LIABILITY**

#### **3.1. Liability with regard to Flights posted by Users**

***FLYSPECTIVE in limiting itself to the publication of a website with the requisite tools to put Flight Publishers in touch with Passengers, can under no circumstances be considered as a Publisher.***

*FLYSPECTIVE is acting only in the capacity of technical intermediary and its Services are limited to providing a community platform with varied functions, specifically the management of Flight Bookings by its Users. The platform is not involved in the execution of the Flight, definition of the schedule, the flight conditions, the aircraft selected, nor the identity of the Pilot, but it recommends the use of pre-planned routes due to safety reasons.*

#### **3.2. Liability with regard to the services offered on the Panoramic Flights Croatia site**

*FLYSPECTIVE cannot guarantee to the User that its Services will be free of errors or defects or that they are likely to meet the expectations and constraints specific to each User.*

*The company reserves the right to temporarily suspend access to the site or to certain functionalities, in particular for technical maintenance operations or corrective operations specific to its operation.*

**FLYSPECTIVE:**

- (i)** *shall not be held liable in the event of total or partial suspension of its Services in the event of force majeure, application of a judicial or administrative decision or disruption to telecommunications, computer and/or telephone networks, and*
- (ii)** *declines all responsibility for the possible loss of information relating to Users of the Site and recommends that they back up this information regularly .*

*FLYSPECTIVE reserves the right to delete any Account which contravenes any legal or regulatory provisions or the T&C.*

*In particular, the Services provided on the site do not include the verification of the content, nor the truthfulness or accuracy of the Posts. In addition, FLYSPECTIVE is never party to the contracts between Users which are made via the means and technical tools of the Site and cannot guarantee the operation of the flights.*

*FOR THIS REASON, FLYSPECTIVE:*

- (i) Provides no guarantee, specifically with respect to deceptive Posts or those which mislead the User;*
- (ii) Strongly recommends that Users check the aircraft against the description in the Post, as well as the actual skills and experience of the Pilots prior to, or during boarding;*

*FLYSPECTIVE shall verify the licences and/or certificates on which the Publisher is relying to carry out the posted flight. In any event, FLYSPECTIVE shall not be held liable for the consequences of any fraud or falsification of the documents transmitted.*

*All flights on which Users do not confirm that they have read and accepted the “Difference in Safety Levels” and “Passenger Code of Conduct” are not to be considered approved and FLYSPECTIVE shall not be held liable.*

*The liability of FLYSPECTIVE is strictly limited to cases of non-performance of the T&C and as such, it has a simple obligation of means, which the Users expressly acknowledge.*

*Any User of the Site whose behaviour during a Flight could have revealed a breach of the provisions of the T&C or which could have led to a breach, or risk of breach of the safety of the Users shall have their Account deleted by FLYSPECTIVE without the possibility of such a User claiming any compensation of whatsoever nature.*

## **4. INTELLECTUAL PROPERTY**

### **4.1. Intellectual property belonging to FLYSPECTIVE**

*FLYSPECTIVE is the owner or holder of intellectual property rights on the Site and in particular all texts, comments, works, illustrations, logos, pictograms, or any graphic or design content, architecture, software, videos, images, music, etc., whether visual or audio, reproduced on the Site, as well as databases for which it has the status of producer within the meaning of the provisions of the French Intellectual Property Code (‘Site Content’).*

*All the Site Content produced and placed on-line by FLYSPECTIVE is protected by copyright and/or trademark law and/or the law of sui generis for databases, across the entire world. FLYSPECTIVE shall institute all legal proceedings necessary in the preservation of its rights and interests, against any person engaging in the reproduction, representation, translation, extraction, adaptation, or dissemination, in whatsoever form, of any part or all of the Site Content without prior written authorization.*

### **4.2. Intellectual property belonging to the Users**

*Users shall be solely responsible for the content which they publish on the Site and must ensure that they have at their disposal all the rights and authorization necessary prior to disseminating the content on the Site*

*The uploading by the User of any content protected by copyright, trademark, databases or otherwise shall confer on FLYSPECTIVE, for the duration of the copyright and across the entire world, a non-exclusive right to reproduce, represent, translate and adapt the Site Content on any other digital, analogue or paper medium.*

*The User shall guarantee FLYSPECTIVE against the consequences of all claims relating to the rights to content which they upload to the Site, invoked by third parties in respect of violation of whatsoever rights (infringement, unfair and/or parasitic competition etc.) on the basis of a right to intellectual property or any other right belonging to them.*

*The User commits to compensating FLYSPECTIVE with regard to any prejudice to which it may be subjected, and to reimbursing any damages, interest, and costs, specifically in terms of legal counsel, which it may engage in this respect.*

## **5. DATA PROTECTION - PERSONAL INFORMATION**

*FLYSPECTIVE shall collect personal information from the User relating to him/herself, as well as to parties linked to him/her, in the context of the booking of flights and ancillary services. FLYSPECTIVE shall treat the protection of personal information as a priority pursuant to Regulation (EU) 2016/679 regarding data protection (‘the **GDPR** ’), with regard to*

*the confidentiality and security of data.*

*The personal information transmitted by the Users shall be collected in order to perform the Services available on the Site (names, electronic and postal contact details, information relating to Gift Vouchers, etc.)*

### **5.1. Use of cookies during User visits to the website**

*For this reason, and in order to simplify User access to the Services and their Profile during visits after their first connection to the Site, FLYSPECTIVE also uses cookies which reside on the hard drive of the User's computer once the web browser is closed. FLYSPECTIVE also uses 'session cookies' for the analysis of the use and content of the Site, in the interest of continuous improvement of the Services and the technical means available to the Site User. Some cookies are essential for use of the Site, others enable the optimization of the use of the Site and the customization of the content displayed.*

*Thus, Cookies permit:*

- o The measurement and analysis of the frequency with which the Site is used, and the sections and flight services for posts, and to study the ergonomics of the Site with a view to improvement;*
- o The User reserved access and personal spaces on the Site or our Services (registration, account access) or information which the User has selected (services, or flights posted, shopping basket contents);*
- o The implementation of safety and security measures;*
- o The limiting of the number of advertisements displayed.*

*(Hereafter referred to as 'the **Purposes**')*

*Solely the issuer of the relevant cookie can read or modify the information contained therein.*

*The User can always delete these cookies manually or manage their authorizations for their implementation by amending the parameters in their web browser.*

*FLYSPECTIVE does not use these tracking tools to transmit this information to third parties or E-commerce platforms, nor to link this data to personal data (names, addresses etc.) without the express consent of the User. Where appropriate, this consent shall be sought from the User in advance.*

### **5.2. Communication of personal data to related third parties**

*In order to accomplish the Purposes outlined here above, the User shall expressly consent to the data collected being transmitted to the following recipients:*

- o Social media platforms which may offer functions which allow it to integrate information from their account on such platforms into their Panoramic Flights Croatia profile;*
- o The marketing trading partners and service providers of FLYSPECTIVE within the limits authorized by law.*
- o The voluntary sector partners of FLYSPECTIVE, such as the CCAA (Croatian Civil Aviation Authority);*
- o Organizations which carry out questionnaires and surveys;*
- o More generally, the service providers, agents and subcontractors contractually linked with the FLYSPECTIVE company, for the performance of tasks which are directly linked to the purposes described here above;*

*The User acknowledges and expressly accepts that certain personal information collected by FLYSPECTIVE for the management of their Post and the management of the flight reservations and related tasks requires the transmission to Users of certain information, such as surnames, first names, postal, electronic and telephone contact details, aircraft names, precise location of the aircraft, with the specific exception of bank details.*

### **5.3. Right of access to and rectification of personal information**

*Personal data may give rise to the exercise of a right to access and rectification under the conditions provided for in the GDPR. The User may obtain a copy of the data relating to him/her and, where appropriate, have it corrected and updated, or have information which is inaccurate, incomplete or out of date, removed. The User may also exercise their right to object, notably in respect of commercial or prospective marketing, and limitation of the use of their data, as well as their right to portability of the data relating to them.*

*The exercise of these rights shall be by sending an email to [panoramicflightscroatia@gmail.com](mailto:panoramicflightscroatia@gmail.com) or a letter to the Registered Head Office of FLYSPECTIVE:*

**FLYSPECTIVE**  
Budačka Rijeka 96  
47242 Kranjak  
Croatia

*Any question relating to the use of personal data may be addressed to FLYSPECTIVE at the above- mentioned address.*

*For all requests for access to the data, the User is required to enclose proof of identity with their letter.*

### **6. NULLITIES**

*If one or several of the provisions in the T&C is deemed to be invalid or declared as such through the application of a law or regulation, or following a definitive legal ruling, the other provisions shall retain their full force and scope. Where appropriate, FLYSPECTIVE commits to the immediate deletion of any such Clause and its replacement with a similar, legally valid clause.*

### **7. TITLES**

*In the event of any difficulty in respect of the interpretation between the Title and the chapter of any of the Clauses and any of the Sub-clauses, the Titles shall be deemed to be unwritten.*

### **8. TIME LIMIT**

*Any claim in connection herewith shall lapse within one year.*

*It is irrefutably presumed that the Flight Publisher or the Passenger shall forego any payment which has not been requested within one year. Any unclaimed funds shall become the property of FLYSPECTIVE.*

### **9. JURISDICTION AND APPLICABLE LAW**

*These T & Cs shall be governed by Croatian law.*

*All claims must be raised within a maximum of fifteen (15) days of the performance or the planned date of performance of the Service that the User has agreed to, and sent to the following address: FLYSPECTIVE, Budačka Rijeka 96, 47242 Krnjak, Croatia, or by email to [panoramicflightscroatia@gmail.com](mailto:panoramicflightscroatia@gmail.com).*

*Any dispute that may arise in connection with the execution or interpretation of these T&C, if not settled amicably, shall fall within the jurisdiction of one of the courts provided for in section 4 of Regulation (EU) 1215/2012 of 12<sup>th</sup> December 2012 regarding jurisdiction.*

## **APPENDIX I: SPECIAL FLIGHT SHARE CONDITIONS**

### **1. NON-COMMERCIAL FLIGHTS**

*With regard to a Flight Share (see Definitions), the linking proposed by FLYSPECTIVE excludes all commercial and professional operations.*

*European Regulation 379/2014 authorizes Shared Cost flights by private individuals, provided that the direct cost is shared by all occupants of the aircraft, including the pilot, and that the number of persons bearing the direct cost does not exceed six (6).*

*In this respect, it is strictly forbidden by the Regulation and by these Special Flight Sharing Terms & Conditions, for the Pilot to make any profit whatsoever.*

### **2. AIRCRAFT AUTHORISED TO CARRY OUT FLIGHT-SHARING**

*In respect of Flight Sharing, only non-complex motor powered aircraft, within the meaning of the Order of 9<sup>th</sup> February 2015 implementing EU Regulation 965/2012 amended by Regulation 379/2014 determining the technical requirements and administrative procedures applicable to air operations, i.e. microlights, aeroplanes with a maximum take-off weight of 5.7t, certified to be operated by a single pilot, and helicopters with a maximum take-off weight of 3,175kg certified to be operated by a single pilot, duly registered or identified and benefiting from administrative authorization to fly freely in European airspace, are permitted. Solely operators of this type of Aircraft are permitted to become Users of the Site.*

### **3. SHARED COSTS**

*The sum of money requested from the passenger, corresponding to their share of the cost of the flight shall be calculated on basis of the sum of aircraft rental price. It must be strictly limited to the share of the costs (fuel, aircraft rental, landing taxes, parking) between the occupants of the aircraft, i.e. the pilot and the passengers, the total number of which must not exceed 6 people. The Pilot may not make any profit whatsoever, under any circumstances, from this operation. Failing this, solely the Pilot shall bear the risks of any reclassification of his unauthorized service.*

### **4. FLIGHT OPERATION**

#### ***4.1. Respective obligations of the parties***

*It is hereby reiterated that in the context of the agreed Flight, the Pilot and the Passenger mutually undertake:*

- (i) To present themselves on the date, at the time and in the location agreed: in the event of failure to do so, or cancellation, FLYSPECTIVE reserves the right to store information relating to the cancellation in its data base and/or to inform Users on the profile of the Pilot and/or to suspend access to the Site to the Publisher concerned;*
- (ii) To make their best efforts for the successful operation of the Flight.*

#### **4.2. Specific obligations of the Pilot**

##### ***4.2.1 Licences, qualifications and airworthiness***

*Prior to the Flight, the Pilot expressly undertakes to:*

- (i) have in their possession:
  - o a valid and current Pilot's License,
  - o a valid and current Medical Certificate,*
- (ii) abide by the conditions of carriage in respect of passengers, i.e. 3 landings and 3 take-offs in the 90 days preceding the flight,*
- (iii) ensure that their Aircraft is compliant with the declaration and registration required by the local, national and international authorities;*
- (iv) ensure that the Aircraft and all the optional and mandatory equipment aboard is in compliance with the regulations, particularly in respect of all safety related equipment;*

#### 4.2.2 Insurance

*The Pilot undertakes to the use of an Aircraft with a valid Civil Liability Insurance Policy, which at the very least, covers the mandatory minimum requirements set out in Regulation EC 785/2004 of 24<sup>th</sup> April 2004 or any potential Regulation to amend it and shall ensure that they comply with the conditions of guarantee set out in the policy, in particular that they do not make any profit that would enable the insurer to refuse their guarantee by reclassifying the flight as a commercial flight, or that they does not carry out any manoeuvre likely to lead to the exclusion of a guarantee provided for in the insurance policy (e.g. flight below the regulatory safety heights). In the event of refusal by the insurer to meet any claim, FLYSPECTIVE shall not be liable in any circumstances for the financial consequences of such a refusal, the Pilot being personally liable for any compensation due to the Passengers. In addition, if it is advised of any such lack prior to any accident, FLYSPECTIVE reserves the right to suspend the User Account and to inform the relevant authorities.*

#### 4.2.3 Operation of the Flight

*The Pilot undertakes:*

- (i) To wait for the Passenger at the meeting place for up to thirty (30) minutes after the agreed meeting time (this does not dispense the Passenger from being punctual);*
- (ii) To inform the Passenger immediately of any amendment to the Flight;*
- (iii) If one or more Passengers has booked and the Pilot decides to change any condition whatsoever of the Flight, the Pilot undertakes to inform each of the Passengers and to seek their consent to the change. In the event of refusal by a Passenger, they shall have the right to completely cancel their Booking without being invoiced for any cancellation fees, and without any compensation being due to the Pilot, and no increase to the Share of the Cost to be paid by the other Passengers permitted.*

### **4.3. Specific undertakings of the Passenger**

*The Passenger undertakes:*

- (i) Not to challenge the place in the Aircraft which is attributed to them by the Pilot;*
- (ii) Not to challenge any decision made by the Pilot during the Flight, particularly with regard to any diversion due to weather conditions or for any other reason given by the Pilot based on a safety issue or adherence to regulations in force;*
- (iii) To adhere to the on-board rules set by the Pilot (cigarettes, animals, food, drinks, children,*

*maximum authorised size and weight of luggage, etc.).*

## **5. FLIGHT CANCELLATION**

*The Pilot is at liberty to cancel the Flight for any reason and at any time, particularly for reasons of poor weather conditions, illness etc. and the Passenger shall be refunded all amounts paid, with the exception of any insurance which they may have purchased.*

*The Passenger may also cancel their booking provided that this is done at least 48 hours prior to the flight. The Passenger shall be refunded the total Cost of their Share. If the cancellation is made less than 48 hours prior to the date and time agreed for the flight, the Passenger shall not be entitled to any refund.*

*Any seat vacated on a Flight following the cancellation of a booking by a Passenger shall be automatically posted on the site for booking by other Users.*

### **5.1.**

## **6. LIABILITY OF THE PILOT**

*In the event of an accident, the liability of the Pilot shall be governed by the laws of the country where the accident occurred or the common law of the occupants of the Aircraft. This is usually limited liability. It is worth noting that the provisions of the Montreal Convention of 28<sup>th</sup> May 1999, for the automatic quasi unlimited liability of the Flight Publisher do not apply to Publishers who do not hold an Operating Licence, and thus, only to private carriage, which is the nature of a Flight Share.*



## **APPENDIX II: SPECIAL CONDITIONS FOR COMMERCIAL FLIGHTS**

### **1. INDICATION OF COMMERCIAL FLIGHTS**

*Commercial Flights are indicated as such on the Panoramic Flights Croatia Site by the word 'Pro'.*

*The contents of Flight offers are issued by the Operator on the basis of a form on the Panoramic Flights Croatia Site, which the Operator undertakes to complete the form fully.*

*A Flight Publisher operating commercial flights is a professional operator with the necessary authorization to operate the type of flight proposed, such as an ACC, ATO or DTO Operating License (refer to Definitions).*

### **2. TARIFS**

*The fare for the Flight, per Passenger, is transmitted with the offer for carriage, includes all taxes and corresponds to the price requested by the Operator for the selected date, plus platform's commission.*

### **3. PAYMENT AND CONFIRMATION OF THE BOOKING**

*Payment for the flight is split into two parts. One part is the platform's commission which is paid online on the platform, the other part is paid directly to the pilot/operator on sight.*

### **4. CONFIRMATION OF THE BOOKING AND TRANSPORT TICKET**

*The Passenger shall receive the confirmation of their booking from Panoramic Flights Croatia, together with all of the relevant information regarding the location of the meeting place and the operation of the flight. If the regulations in the applicable country for the flight require the mandatory issue of a transport ticket, this shall be issued under the sole responsibility of the Operator, who shall be solely liable for the consequences in the event of any omissions to the wording.*

### **5. FLIGHT OPERATION**

#### ***a. Respective obligations of the parties***

*It is hereby brought to your attention that in the context of the agreed Flight, the Pilot and the Passenger mutually undertake:*

*To present themselves on the dates, at the times, and in the location agreed, pursuant to the T&C;*

*To make their best efforts for the successful operation of the Flight*

#### ***b. Obligations of the Operator***

##### **(i) Licences and Certificates**

*Prior to the Flight, the Operator shall expressly declare that he holds the License, Certificate and authorization required to undertake the planned flight, and that he shall bear any and all criminal and pecuniary consequences of any failure to comply with the regulatory requirements provided for in Regulations (EC) 216/2008, 965/2002 and EU 379/2014 which detail the relevant technical requirements and administrative procedures applicable to flight operations.*

## **(ii) Insurance**

*The Operator undertakes to take out and ensure the validity of an insurance policy which covers his liability for any damages suffered by the passengers during the flight in respect of the passengers themselves, their luggage and their personal effects, as well as to any third parties on the ground, and at the very least, meets the mandatory minimum requirements set out in EC Regulation 785/2004 of 24<sup>th</sup> April 2004 or any regulation which may amend it, as well as the requirements set out on the License, Certificate or authorizations which he holds, and shall ensure compliance with the conditions of cover set out in the policy.*

*In the event of refusal by the insurer to meet any claim, FLYSPECTIVE shall not be liable in any circumstances for the pecuniary consequences of such a refusal, the Operator being solely liable for any such consequences.*

## **(iii) Operation of the Flight**

### **a) The Operator undertakes:**

- o *To operate a Flight with Aircraft which comply with his License, Certificate, Insurance and authorization which he has specifically been given.*
- o *To wait for the Passenger at the agreed meeting place with a reasonable tolerance in the event of the their late arrival;*
- o *To inform the Passengers immediately of any amendment to the Flight;*
- o *Should the Operator decide to change any condition whatsoever of the Flight, from the conditions originally stated in the Post, the Operator undertakes to inform each of the Passengers to seek their consent to the change. In the event of refusal by a Passenger, they shall have the right to ask the Operator or Flyspective to cancel their Booking without being invoiced for any cancellation fees, and without any compensation being due to the Operator.*

### **b) The Passenger undertakes:**

- o *Not to challenge the place in the Aircraft which is attributed to him/her by the Pilot;*
- o *Not to challenge any decision made by the Pilot during the Flight, particularly with regard to any amendment due to weather conditions or for any other reason based on a safety issue or adherence to regulations in force;*
- o *To adhere to the on-board rules fixed by the Pilot (cigarettes, animals, food, drinks, children, maximum authorized size and weight of luggage, etc.);*

## **6. FLIGHT CANCELLATION**

*The Operator may cancel the Flight for reasons related the safety of the flight, particularly for reasons of poor weather conditions, illness etc. and the Passenger shall be refunded all amounts paid, with the exception of any insurance which they may have purchased.*

*However, if the Operator holds an Operating License for fixed wing aircraft, they shall only be able to cancel the Flight in the extraordinary circumstances detailed in European Regulation 261/2004 in respect of the compensation of passengers in the event of cancellation. Failing that, they shall be liable to pay compensation of EUR 250 to EUR 600 or equivalent to each passenger, depending on the distance due to be covered.*

*Users already recognize that weather conditions which are incompatible with safe flying represent an extraordinary circumstance.*

*Passengers will not be able to cancel a booking once it has been accepted by the Operator. Operators may apply a more flexible cancellation policy for their flights, these details need to be stated in the flight description. In the absence of a passenger cancellation policy put forward by an Operator, passengers will not be able to cancel a booking once accepted.*

## **7. LIABILITY OF THE OPERATOR IN THE EVENT OF AN ACCIDENT**

*In the event of an accident, the liability of the Operator shall be governed as follows:*

***(i) If the Operator holds an Operating License***

*Pursuant to the Montreal Convention of 28<sup>th</sup> May 1999 with automatic compensation of up to SDR 128,821 per passenger in the event of death or bodily injury and without limit if the carrier does not prove that it was not at fault.*

***(ii) If the Operator holds an ACC, ATO or DTO (without an Operating License)***

*The liability of the carrier shall be governed:*

- o Either pursuant to the Warsaw Convention of 12<sup>th</sup> October 1929 which provides for a presumption of liability of the carrier up to a limit of SDR 100,000 per passenger except in the event of inexcusable fault on the part of the carrier if the flight is cross-border within Europe,*
- o Or by the law of the country in which the accident occurred in respect of domestic flights.*

*Version place on-line on 15<sup>th</sup> June 2022*