**AGREEMENT ON CHARTER SERVICES**

**No.031004190**

**Concluded between**

**České aerolinie a.s. / Czech Airlines j.s.c.**, a company organized and existing under the laws of the Czech Republic, having its registered seat at Evropská 846/176a, Vokovice, 160 00 Prague 6, the Czech Republic, Company´s ID Number: 457 95 908, VAT Number: CZ45795908, registered in the Commercial Register maintained by the Municipal Court in Prague, File B, Insert 1662, represented by , Vice-Chairman of the Board of Directors and , Member of the Board of Directors.

(hereinafter the “**Supplier**”)

And

**Company Name:**  **Ministry of Foreign Affairs of the Czech Republic**

**Registered Office:** Loretánské nám. 5, 118 00 Praha 1 – Hradčany, Czech Republic

**Company ID Number**: 45769851

**VAT Number: CZ**45769851

**Registered by:**

**Represented by:**

(hereinafter the “**the Charterer**”)

(hereinafter referred together as the “**Parties**”, or each separately as the “**Party**”)

The Parties have agreed as follows:

**1. Subject of the Agreement**

The subject of this Agreement is the Supplier’s commitment to operate charter flight or flights (hereinafter “**flight**” or **“flights”**) for the Charterer and the Charterer’s commitment to pay the agreed-upon price under the conditions set forth in this Agreement as specified herein.

**2. Capacity and timetable**

|  |  |  |
| --- | --- | --- |
| **Routing-flight(s):** | PRG-EVN-CMB-KTM  KTM- EVM-PRG | PRG – Prague, Czech republic  EVN – Yerevan, Armenia  CMB – Colombo, Sri Lanka  KTM – Káthmándú, Nepál |
| **Aircraft type:** | A319 | |
| **Seating capacity:** | Up to 136 passengers (number of passengers could be raised up to 140 according to actual situation, i.e. number of adults, number of male or female passengers, children/ infants etc, based on the information from Charterer).) | |

|  |
| --- |
| **Baggage:** **15kg per person including cabin baggage**, its maximum size being 55x40x20 cm and maximum weight 5kg, baggage pooling is permitted, however the maximum weight per item must not exceed 32kg. |

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Flight** | **Date** | **Flight number** | **Departure point** | **Departure time** (UTC time) | **Arrival point** | **Arrival time** (UTC time) |
| PRG - EVN | 2.4.2020 | OK 6402 | PRG | 10:00 | EVN | 15:10 |
| EVN - CMB | 2.4.2020 | OK 6402 | EVN | 16:00 | CMB | 21:55 |
| CMB - KTM | 3.4.2020 | OK 6403 | CMB | 10:00 | KTM | 00:30 |
| KTM - EVN | 4.4.2020 | OK 6403 | KTM | 10:00 | EVN | 06:20 |
| EVN - PRG | 4.4.2020 | OK 6403 | EVN | 10:00 | PRG | 12:40 |

**3. Price and payment**

Payments shall be made to the Supplier’s account as follows:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Price for the flight(s): 215 400 EUR** | |  | | |
| **Total transport price: 215 400 EUR**  **Due date: 2.4.2020** | |  | | |
| **Message for recipient:** | |  | | |
| **Bank:** | |  | | |
| **Account name:** | CITIBANK EUROPE plc, organizační složka  Bucharova 2641/14, 158 02 Praha 5, the Czech Republic | | | |
| **IBAN:** | České aerolinie a.s. | | | |
| **Domestic payments:** | CZ71 2600 0000 0020 0363 0218 | | **SWIFT/BIC:** | CITICZPX |

**4. Pre-flight specification and Charterer’s cooperation**

4.1.At least 3 days before the departure the Charterer shall send to the Supplier specified *preliminary* information in the following format:

|  |  |
| --- | --- |
| **Routing and flight number:** | XXX – XXX, OKXXXX |
| **Departure date and time:** | XX.XX.201X, XX:XX |
| **Total number of persons:** | PERXXX |
| **Total number of children (for Greece divided between children under 5 years/elder) and infants:** | CHDXXX, INFXXX (Greece CHDUXXX/CHDEXXX) |
| **Special requirements (WCHR, EXBAG, SEAT):** | WCHRXXX, EXBAGXXX, SEATXXX |

4.2. At least 24 hours before the scheduled departure and not later than by 16:00 of the business day before the departure shall the Supplier receive the *final* information specified in 4.1. of this Agreement.

**5. Contact address**

|  |  |
| --- | --- |
| **Supplier:** České aerolinie a.s. / Czech Airlines j.s.c. | **Charterer**:. Ministry of Foreign Affairs of the Czech Republic |
| **Address:** Evropská 846/176a, Vokovice, 160 00, Prague 6, the Czech Republic | **Address:** Loretánské nám. 5, 118 00 Praha 1 – Hradčany, Czech Republic |
| **Contact Person:** | **Contact Person**: Mrs. |
| **Tel/Mob:** | **Tel/Mob:** |
| **Email:** | **Email:** |
| **Emergency contact:** | **Emergency contact:** |
| **Business hours:** Mon-Fri from 8:30 to 16:30 | **Business hours:** |

**6. Validity**

This Agreement becomes effective on the date of signature by authorised representatives of the Parties.

**7. Terms and conditions**

An integral part of this Agreement are the terms and conditions in Annex 1 to this agreement. The Charterer by its signature confirms, that these terms and conditions were adjoined, presented and the Charterer is acquainted with them.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first written.

**For and on behalf of the Supplier For and on behalf of the Charter**

**Date:** 02 April 2020 **Date:** 02 April 2020

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Name : Name :

Title : Vice-Chairman of the Board of Directors Title : Náměstek pro řízení sekce ekonomicko-

provozní

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

Name : Name

Title : Member of the Board of Directors Title :

Annex 1 to the Agreement on Charter Services between České aerolinie a.s. and Ministry of Foreign Affairs of the Czech Republic from March 31, 2020

These terms and conditions are integral part of every Agreement on Charter Services (hereinafter „Agreement“) and they regulate rights and obligations between the Charterer and the Supplier aforementioned in the Agreement.

1. Rights and obligations of the contracting Parties:

1.1 Supplier’s obligations

The Supplier ensures:

a) an aircraft with the specified seating and baggage capacity for flight from the airport of departure to the destination airport on the dates and times specified in the Agreement;

b) airworthiness of the aircraft, the provision of a licensed crew, fuel and all necessary flight permits, if not agreed otherwise in the Agreement;

c) alternative passenger transport in cases the Supplier reduces the number of passengers.

1.2 Supplier’s rights

The Supplier has right to:

a) use free seats or cargo space for commercial purposes;

b) use another aircraft type without previous notification of the Charterer;

c) change the agreed-upon schedule or reduce the number of passengers in cases beyond Supplier’s control.

d) change Conditions of Carriage which are available at [www.czechairlines.com](http://www.czechairlines.com) upon written announcement to the Charterer.

1.3 Charterer’s obligation

The Charterer ensures:

a) compliance with travel, visa and customs regulations related to the contracted air transport and settlement of all costs the Supplier incurs due to non-compliance;

b) readiness of the passengers and baggage to board at least two (2) hours before the scheduled departure(s) at the individual airport.

c) its own compliance with the Supplier’s Conditions of Carriage and their introduction to the passengers;

d) handover of passenger’s personal data required for procuration of the air transport;

e) presentation of the relevant authorized list of passengers to the Charterer or its contracting handling company;

f) forthwith informing of passengers about flight delay, rescheduling or cancellation.

1.4 Charterer’s rights

The Charter has right to:

a) have shipments or cargo carried subject to Supplier’s previous written consent;

2. Conditions of payment:

2.1.1 Based on price specified in the Agreement the Supplier shall issue an invoice to the Charterer.

2.1.2 The Charterer undertakes to pay the price for services rendered on the basis of invoices issued by the Supplier. Invoices must contain all the requirements imposed by applicable legislation valid in the Czech Republic.

2.1.3 The Parties agree that invoices issued under the Agreement can be in either documentary or electronic form. The Supplier undertakes to deliver all the invoices issued under the Agreement in electronic form in PDF format to the Charterer’s e-mail address specified in the Agreement.

2.1.4 The invoice is due to date specified in the Agreement. In case the maturity date falls on Saturday, Sunday or other day on which banks in the Czech Republic do not process bank transactions, maturity date moves to the closest working day preceding the maturity date. Charterer’s debt is settled at the moment when respective amount is credited to Supplier's bank account. Each party settles its own bank charges

2.1.5 The Charterer will pay to the Supplier overdue interest amounting to 0,1 % of the outstanding amount per each (even commenced) calendar day of Charterer's default with payment of invoiced amount or part thereof.

2.1.6 All payments to be made under this Agreement shall be made in cleared funds, without any deduction or set-off and free and clear of and without deduction for or on account of any taxes, levies, imports, duties, charges, fees and withholdings of any nature now or hereafter imposed by any governmental, fiscal or other authority save as required by law. If a Party to this Agreement is compelled to make any such deduction, it will pay to the receiving Party such additional amounts as are necessary to ensure receipt by the receiving Party of the full amount which that party would have received but for the deduction.

2.2 Breach of conditions of payment

The Parties hereby agree that breach of conditions of payment is deemed to be substantial breach of the Agreement and it constitutes the right of the Supplier to withdraw from the Agreement without any sanction. Furthermore the Charterer bears the costs connected to compensation of passengers as per relevant legal enactment or enactments.

2.3 Additional costs

The Parties hereby agree, that the price specified in the Agreement does not include surface costs at the departure and arrival points, visa, Value Added Tax and/or any other local taxes, customs and other charges. Such extra shall be shown separately in the invoice (if any) with the rate applicable at billing date.

3. Flight cancellation:

3.1 Cancellation by the Supplier

The Supplier has the right to cancel the flight without any sanction from the Charterer:

a) if the flight cannot be performed due to rejection, cancellation or untimely issue of a properly-requested flight permit;

b) for another reason which lies beyond Supplier’s control and it could not have been prevented by reasonable effort of the Supplier and/or it cannot be reasonably required the flight is operated.

**3.1.1** The Parties may agree that the flight cancelled by the Supplier due to reasons stated above will be operated on alternative date. Alternatively the Supplier shall refund full price specified in the Agreement to the Charterer.

**3.1.2 Partial cancellation**

In case the Supplier is unable to operate one or more parts of a flight for reasons specified in the Agreement, the price will be reduced accordingly as per time and hours flown.

3.2 Cancellation by the Charterer

The Charterer has the right to cancel any flight by a written notice provably delivered to the Supplier. In such case the Supplier has the right to charge the Charterer for each cancelled flight the amount of:

a) 25% of the price for flight cancelled 15 days or longer before the scheduled departure;

b) 50% of the price for the flight cancelled between the 14th and 8th day before scheduled departure;

c) 75% of the price for the flight cancelled 7 days or less before scheduled departure.

**3.3** In case of flight cancellation by the Charterer, the Supplier shall:

a) issue new invoice to the Charterer if it did not receive the payment for flight;

b) refund the amount of money received for flight reduced as specified above.

**3.4 Presumption of cancellation**

In case the Charterer fails to notify the Supplier as specified in the Article 4 of the Agreement, the flight shall be considered cancelled by the Charterer as per 3.2 ss. c) of this Terms and Conditions.

4. Indemnity

4.1 Should the passenger or passengers cause any damage to the aircraft and material or immaterial damage to the crew, the passenger or passengers and the Charterer are liable jointly and strictly.

4.2 In case of flight delay or cancellation caused by the Charterer, the Charterer bears the costs connected to compensation of passengers as per relevant legal enactment or enactments.

5. Governing law

5.1 Rights and obligations of the Parties, which are not expressly regulated by the Agreement, shall be governed by provisions of the Civil Code and by other applicable legislation of the Czech Republic. The Agreement, relations between the Supplier and the Charterer as well as rights and obligations of the Parties shall be governed and interpreted in line with applicable legislation of the Czech Republic.

5.2 The Parties hereby agree that in case of any disputes arising from this Agreement the competent court to decide just dispute is general court of the Supplier as per § 89a of the Civil Procedure Code.

6. Final provisions:

6.1 Assignment exclusion

Without Supplier's prior consent, the Charterer is not entitled to:

a) unilaterally set-off its due or undue debts to the Supplier; the Supplier is entitled to unilaterally set-off its due or undue debts to the Charterer; or

b) make any of its debts to the Supplier arising out of the Agreement subject to lien.

6.2 Entire agreement clause

The Agreement contains the entire understanding on subject-matter of the Agreement between the Parties as well as on all matters, rights and obligations, the Parties should have and intended to address in the Agreement. The Agreement supersedes all previous agreements, up-to-date practise or trade usage, promises, assurances, guarantees and obligations between the Parties regardless of whether those were undertakes in relation to the subject-matter of the Agreement orally or in writing. Neither any expression of the Parties whatsoever during negotiations on the Agreement, nor anything expressed after execution of the Agreement must be interpreted in contradiction with express provisions of the Agreement and does not constitute an obligation of any of the Parties.

6.3 Business practice and trade usage

6.3.1 The Parties hereby declare that no dealings, which could be considered regular, has been established between them. The Parties furthermore declare that they do not wish for any rights and obligations not expressly mentioned in the Agreement to be inferred from their future dealings, unless the Agreement states otherwise.

6.3.2 The Parties hereby exclude, for rights and obligations arising out of or in connection with the Agreement, obligatory effect of trade usage maintained generally or in particular sector relevant to the subject-matter of the Agreement, unless the Agreement states otherwise.

6.4 Additional amendments

The Agreement can only be amended by written, continually numbered amendments signed by both Parties.

6.5 Debt assignment

Without obtaining prior written consent of the Supplier, the Charterer is not entitled to

a) assign any debt under the Agreement to a third party

b) assign or transfer to a third party the Agreement or any of its right and obligations arising hereunder, not even in part.

6.6 Damages and contractual penalty

The Parties hereby agree that payment of the contractual penalty or overdue interest of the Charterer does not affect Supplier’s right to claim damages in full, even in case the contractual penalty is reduced by court or in case any statute shall regulate penalty for breach of contractual obligation (at any time throughout course the Agreement's validity).

6.7 Immaterial damage

Should the Charterer cause any immaterial damage, it is responsible to redress it. The Parties agree and the Charterer consents that its rights for damages or immaterial damage against the Supplier are limited by amount ten thousand Euro (10 000€) annually.

6.8 Damage limitation

Limitation of rights to material and immaterial damage compensation does not apply in case the damage is caused wilfully or by gross negligence of the Charterer.

6.8.1 The Supplier is only obligated to compensate damage caused to the Charterer in case it culpably breached an obligation out of which the damage arose.

6.8.2 Parties agree and the Charterer consents that Charterer’s right to claim any material or immaterial damage to be compensated by the Supplier are limited only to Parties to the Agreement and exclude any and all rights to compensate damage, which could be claimed by any person, whose interest fulfilment of such contractual obligation should have served.

6.8.3 Parties agree and the Charterer consents that Charterer's right to claim material or immaterial damage to be compensated by the Supplier are limited to direct expenses and exclude any and all rights to claim indirect costs and loss of profit.

6.10 Force majeure

6.10.1 In case any Party cannot fulfil any of its obligations under the Agreement due to obstacles lying in force majeure circumstances, such Party shall not be in default with fulfilment of respective obligation, nor shall be liable for damage arising out of its breach. For avoidance of any doubt it is agreed that preceding sentence shall only apply in respect to obligation, fulfilment of which is directly or imminently prevented by force majeure circumstances.

6.10.2 Circumstances, which may arise independently on will of the obligated Party, which such Party could not have foreseen at the time of the Agreement execution and which effectively prevents such Party from fulfilment of its contractual obligations under the Agreement, including but not limited to war, embargo, acts of state or government, acts of terrorism, natural disasters and industrial disputes. For avoidance of any doubt, Parties agree that default of fulfilment of contractual obligations of Charterer’s suppliers, as well as insolvency, liquidation or other similar proceedings under local law pending in respect to the Charterer or any of the Charterer's suppliers and/or distrain of property of the Charterer or any of Charterer's suppliers.

6.10.3 Party affected by force majeure event is obligated to inform the other Party about existing obstacles arising as force majeure event without any undue delay and also to take any measures, which can be reasonably required from such Party to undertake, to mitigate impact of the force majeure event to fulfilment of obligations under the Agreement.

6.10.4 In case force majeure circumstances continue for a period of time longer than 20 days, the Supplier is entitled to terminate the Agreement effective 10 days after notice of termination has been delivered to the Supplier.

6.11. Parties as entrepreneurs

The Agreement is entered into between entrepreneurs and relates to their business operations, for those reasons the following provisions of the Civil Code shall not apply to the Agreement: s. 1793 – 1795, s. 1796, s. 1799 and s. 1800.

6.11.1. The Charterer expressly confirms it is not a weaker contracting Party and that the Supplier is not misusing neither its qualities of professional nor its economic status to create or use Charterer's dependence and to achieve evident and unjustified imbalance in mutual rights and obligations of the Parties.

6.12 Third parties exclusion

Unless otherwise stated in the Agreement any and all rights under the Agreement can only be executed by a Party to the Agreement.

6.13 Mutual fulfilment

The Charterer is not entitled to withdraw from the Agreement in case the Supplier does not provide the mutual fulfilment upon Charterer's notice sooner, than the Agreement requires, or secures fulfilment of Supplier's obligation.

6.14. Non-waiver clause

In case any of the Parties overlooks and/or pardons any non-fulfilment, breach, default and/or non-compliance with any and all obligations arising out of or in connection to the Agreement, such conduct does not constitute waiver of any right or release from any obligation in respect to its continuing or subsequent non-fulfilment, breach or non-compliance and no such pardon shall be deemed in effect unless given in written and for every single occasion.

6.15 Contract termination

Parties hereby expressly agree that the Agreement may only be terminated for reasons listed in the Agreement and any and all reasons for early termination of a contractual relationship given by the Civil Code are excluded by consent of Parties.

6.16 Delivery terms

Exchange of e-mails or other electronic messages shall be considered written form for these purposes.

6.17 Confidential information

Parties agree that all information in the Agreement are considered confidential and they can only be provided to the third party in cases:

a) other obligation is imposed by law; and/or

b) such information became public domain by other means than by breach of the section.