

ELEVATE AIR, LTD.

Terms & Conditions for Aircraft Transportation Services

These Terms and Conditions (“**Terms**”) govern your use of Elevate Air’s aircraft services (the “**Elevate Air Transportation Services**”) and **are a binding contract entered into between you and Elevate Air, Ltd. (“Elevate Air”).** By using the Elevate Air Transportation Services, you confirm that you are at least 18 years of age and eligible under applicable laws and regulations to enter into this agreement and to be bound by these Terms. If you or your Guest Rider(s) do not agree to these Terms, you may not use the Elevate Air Transportation Services.

These Terms are supplemented by Elevate Air’s **Terms of Use** <https://www.elevateair.co.uk/terms-of-use/>, and Elevate Air’s **Privacy Policy** <https://www.elevateair.co.uk/privacy-policy/>, which are incorporated by reference. You and any Guest Rider(s) are also expected to comply with Elevate Air’s **Community Guidelines**, <https://www.elevateair.co.uk/community-guidelines/>, at all times while using the Elevate Air Transportation Services.

1. General.

- 1.1. Transportation Services. Elevate Air Transportation Services are provided and operated by Elevate Air, Ltd., *a private limited company registered with company number 14548162 whose registered office is Third Floor 1 Ashley Road, Altrincham, Cheshire WA14 2DT | charter@elevateair.co.uk | +44 1865 536933. AOC: GB 2492*

1.2. Eligibility.

- 1.2.1. Passenger Information. In accordance with Elevate Air’s safety and security procedures, the following information is required for each passenger:

- Full legal name;
- Date of birth (day, month, and year);
- Weight (to help ensure proper weight and balance of the aircraft);
- Weight of each piece of baggage (including hand luggage); and
- Identity Verification: You must present a valid government-issued photo ID (e.g., passport) at check-in and the name must match the name on your Elevate Air account or reservation. If your account name does not match your ID, you may be asked to undergo additional account and ID verification measures. If your account and ID cannot be verified, or if you do not have a government-issued photo ID, you may be denied boarding. Parents or guardians may identify children younger than eighteen years of age.

Passengers are requested to provide this information to Elevate Air at least forty-eight (48) hours in advance of the estimated departure time and no later than twenty-four (24) hours in advance of the estimated departure time. For same-day bookings, passengers are asked to provide this information no later than four (4) hours prior to the estimated departure time.

1.2.2. Verification. You agree to provide Elevate Air with true, accurate, and current Passenger Information. All information will be held and used in accordance with Elevate Air's Privacy Policy and in compliance with applicable laws and regulations. Prior to boarding any flight, each passenger's information may be compared against various security and ID verification screening mechanisms, which may include third-party identity verification services.

1.2.3. Minors. Minors are individuals aged under 18 years. Minors may use the Elevate Air Transportation Services but must be accompanied by an adult who has lawful custody of the minor.

Children over 2 years old must be belted in their own seats. Lap infants under 2 years old are permitted and must be held by an adult who is occupying an approved seat. Car seats may be accommodated at Elevate Air's sole discretion. To assist us in accommodating you, please notify Elevate Air at the time of booking if any passengers intend to bring a car seat or pram. Installation of a car seat is the responsibility of the accompanying adult.

1.3. Travel Documents. Each passenger is responsible for obtaining all necessary individual travel documents and complying with applicable laws and regulations.

1.4. Guest Riders. You are permitted to book transportation services on behalf of other persons (each, a "**Guest Rider**"), provided that all Guest Riders are subject to and bound by these Terms. It is the responsibility of the person booking on behalf of any Guest Rider(s) to inform any Guest Rider(s) of these Terms and their obligations to comply. A Guest Rider's use of the Elevate Air Transportation Services constitutes acceptance of these Terms.

1.5. Passenger Check-in Requirements. All passengers must arrive at the departure terminal at least 15 minutes prior to the estimated departure time. Elevate Air is not obliged to delay any departure beyond its estimated time of departure and "no shows" may incur a Cancellation Fee, and a Flight Preparation Fee and/or a Reposition Fee for such costs already incurred, as defined in this Agreement.

1.6. Special Assistance. Embarking and disembarking may require passengers to step up onto and step down from the aircraft. Individuals requiring special assistance will be transported in accordance with regulations. Please inform Elevate Air at the time of booking if you may require special assistance. Elevate Air staff will try to inform you as soon as possible if we cannot provide the service because of applicable safety requirements and/or the aircraft's size.

1.7. Pilot's Discretion / Safety. The pilot in command of the aircraft has complete discretion and absolute final authority as to the safe operation of the aircraft, including but not limited to all matters relating to passengers; crew; baggage and cargo; load and distribution; whether and in what manner any flight will be carried out; deviation from specified routing; and whether and when the aircraft should land at any particular airport.

2. Departure from Estimated Flight Times / Diversions.

- 2.1. Flight times, as quoted by Elevate Air to you, are approximate estimates only. Elevate Air will use reasonable endeavors to cause an on-time departure and/or arrival; however, it does not guarantee such constraints will be met. Elevate Air is entitled, without liability, to deviate from any flight times, if necessary.
- 2.2. If, for any reason, the aircraft is diverted from any airfield or destination to another airfield, the journey to the destination will be deemed complete when the aircraft arrives at the alternate airfield.

3. Pricing and Payment. Pricing and payment information are defined in the **Charter Quote**.

4. Cancellations and Delays.

- 4.1. Cancellation by Customer. Cancellation requests must be made in writing via e-mail (charter@elevateair.co.uk) or by telephone (+44 1865 536933). If you decide to cancel or partially cancel this Agreement, depending on the time of the cancellation, fees may be applicable as follows:
 - 4.1.1. Cancellation notices received by Elevate Air 48 hours or more (in the departure location time zone) before the estimated departure time will be accepted without any Cancellation Fee but may be subject to a Flight Preparation Fee and/or a Reposition Fee for such costs already incurred.
 - 4.1.2. Cancellation notices received by Elevate Air less than 48 hours (in the departure location time zone) before departure time may be assessed a Cancellation Fee, and a Flight Preparation Fee and/or a Reposition Fee for such costs already incurred.
 - 4.1.3. Fees:
 - **“Cancellation Fee”** is an amount equal to 25% of the total charges provided on the quote.
 - **“Flight Preparation Fee”** is an amount equal to all costs incurred by Elevate Air related to flight preparation, including but not limited to permits, handling fees, hotels, airline tickets, catering, and ground transportation.
 - **“Reposition Fee”** is an amount equal to the cost of the positioning legs of the trip (to and from) in the event the aircraft has already departed for a positioning leg before the cancellation notice is received.
- 4.2. Cancellation by Elevate Air. Elevate Air reserves the right to modify, cancel, or reschedule flights due to reasons beyond its control, including but not limited to adverse weather conditions, operational limitations, changes at the airport, changes in regulation, and on safety grounds. Depending on when and why your flight is cancelled, you may have certain rights. For more details, please visit the UK Civil Aviation Authority’s website, <https://www.caa.co.uk/passengers/resolving-travel-problems/delays-and-cancellations/cancellations/>.

- 4.3. Delays. If your flight is significantly delayed, depending on the cause of the delay, you may have certain rights. For more details, please visit the UK Civil Aviation Authority's "Delays" website, <https://www.caa.co.uk/passengers/resolving-travel-problems/delays-and-cancellations/delays/>.

Elevate Air is not liable for damage occasioned by delay if Elevate Air and its servants and agents took all measures that could reasonably be required to avoid the damage, or it was impossible for Elevate Air and its servants or agents to take such measures.

5. Luggage Policy. Passenger baggage will be accepted according to size and weight limitations, at Elevate Air's sole discretion.

- 5.1. Maximum baggage size is 158 cm (W+D+H) per bag and maximum weight is 23 kg per bag. If you have oversized luggage, overweight luggage, or multiple bags, please contact Customer Support before booking your flight via e-mail charter@elevateair.co.uk or by telephone at +44 1865 536933 to inquire whether the aircraft can accommodate your baggage.
- 5.2. Approved personal items include a purse, briefcase, camera bag, laptop computer bag, or a similar-sized bag. The personal item must fit in your lap or by your feet without obstructing any other passenger or your ability to fasten your safety belt. Articles such as an overcoat, an umbrella, a small handbag, or purse, reading material, or a small camera are not considered hand baggage.
- 5.3. If you plan to travel with a mobility aid, such as a wheelchair or service animal, please contact Customer Service to notify Elevate Air of your mobility needs as soon as possible and at least 48 hours prior to departure to ascertain whether the aircraft can accommodate the mobility aid.
- 5.4. Baggage may not be left unattended or out of the direct control of the owner, except when passed to a designated baggage handler or Elevate Air representative. Any baggage that cannot be identified or linked to a ticketed passenger or otherwise presents a safety hazard will not be transported on the aircraft. Although Elevate Air may assist you in attempting to recover items or luggage that has been left behind, Elevate Air has no responsibility for left or lost items.

6. Prohibited Items.

- 6.1. Passengers are not permitted to bring onboard the aircraft anywhere, hand-carried or in baggage, (1) any item the carriage of which is prohibited by law; (2) any item listed in the IATA Dangerous Goods Regulations; and (3) any other items likely to put the aircraft and or the people and property on board in danger. For more information, please visit the UK Civil Aviation Authority's "What items can I travel with" website at <https://www.caa.co.uk/passengers/before-you-fly/baggage/items-that-are-allowed-in-baggage/>.

Some exceptions may apply (e.g., certain for sporting weapons); for further advice, please contact Customer Service prior to booking via e-mail at charter@elevateair.co.uk or by telephone on +44 1865 536933.

6.2. Lithium batteries and lithium battery-operated devices, including but not limited to, electronic cigarettes, power banks, and spare batteries, are ONLY permitted in hand luggage in the cabin.

7. Use of Portable Electronic Devices Onboard. All portable electronic devices must be switched off and safely stowed during takeoff and landing. During the flight, you may use your own device in airplane mode only.
8. Smoking (including Vaping). Smoking (including vaping), tobacco products, and the use of electronic cigarettes are prohibited in and around Elevate Air aircraft.
9. Pets. To find out whether we can carry your pet on our aircraft, please contact an Elevate Air representative prior to booking via e-mail at charter@elevateair.co.uk or by telephone on +44 1865 536933.
10. Passenger Seating. At the pilot in command's sole discretion, passengers may be assigned specific seats in consideration of aircraft weight and balance. If assigned a specific seat, you are required to sit in the assigned seat for the duration of the flight.
11. Refusal to Transport. Elevate Air and crew members may, in their sole discretion and in accordance with law, deny boarding to a passenger on a flight, or may remove a passenger from the aircraft for any of the following reasons: (i) refusal or failure to comply with check-in procedures, such as presenting a valid government-issued photo ID that matches the name on your account; (ii) failure to consent to or comply with any of these Terms or other policies incorporated by reference herein; (iii) disobeying any instruction by Elevate Air staff, ground personnel, security personnel, or pilots ("**Staff**"); (iv) displaying conduct that, in the Staff's judgment, is abusive, unruly, disruptive, violent, threatening, or otherwise presents a challenge to the safety, health, or comfort of the Staff or other passengers; (v) appearing intoxicated or under the influence of drugs; (vi) positively matching against a name on a security screening list, even if this match is in error; (vii) failure to properly book travel in advance (e.g., an unscheduled Guest Rider of a contracted passenger); or (viii) any other reason that in the Staff's judgment presents a challenge to the safety, health, or comfort of the Staff or other passengers.

Elevate Air will not be responsible for the cost of such passenger's ticket or any other associated costs such passenger may have incurred due to removal from a flight.

12. Service Security. By participating in the Elevate Air Transportation Service, you agree to follow all safety instructions provided by Elevate Air Staff and Elevate Air third-party security or screening contractors, including in the event of an emergency or an evacuation. Furthermore, you and your items may be searched or subject to other screening measures prior to or at any point during or after the flight to help maintain the safety and security of Staff and other passengers. You are prohibited from taking or attempting to take actions that may put at risk the safety or security of the Elevate Air Transportation Services or any passenger or Staff. Elevate Air, in its sole discretion, may immediately suspend or terminate your account if you present a security risk. Elevate Air reviews all reports submitted to the customer service team and may conduct its own investigation, including if a criminal violation is suspected and/or may refer such suspected violation to the appropriate law

enforcement agencies. Cooperation with a law enforcement investigation may, in compliance with applicable laws, result in the disclosure of any or all of your information and activities on or related to your use of the Elevate Air Transportation Services.

13. Modification or Termination.

13.1. Modifications. Elevate Air, in its sole discretion, may modify or immediately terminate all or any portion of the Elevate Air Transportation Service, including these Terms. Continued use of Elevate Air's Transportation Service following any such modification shall constitute your acceptance of such modifications. If you do not agree to modified Terms, you may not continue using the Elevate Air Transportation Services.

13.2. Termination. Elevate Air may revoke or terminate your eligibility to participate in the Elevate Air Transportation Services if you fail to comply with any of the provisions of these Terms or any policy incorporated by reference herein. You may terminate your agreement to the Terms by requesting in writing. Upon any termination, you must immediately cease using the Elevate Air Transportation Services.

14. Third Party Providers. Elevate Air may use third-party providers for certain parts of its service, including payments processing. By using Elevate Air's Transportation Services, you also consent to the use of such third-party providers' terms and conditions.

Elevate Air processes customer data in accordance with our Privacy Policy
<https://www.elevateair.co.uk/privacy-policy/>.

15. Consumer Rights. You have legal rights under the Consumer Rights Act of 2015 in relation to the Elevate Air Transportation Services. Some of your key rights are summarized below; for more detailed information on your rights, visit the Citizens Advice Website at www.citizensadvice.org.uk or call 0808 223 1133:

- the services that were provided to you must be carried out with reasonable care and skill. If our services have not been carried out with reasonable care and skill, you can ask us to repeat or fix the services or get some money back if we cannot fix it;
- where the price has not been agreed upfront, the cost of services must be reasonable; and
- where no time period has been agreed upfront for the provision of the services, we must carry out the services within a reasonable time.

If you are unhappy with our service to you, please contact us as soon as reasonably possible via e-mail at charter@elevateair.co.uk or by telephone at +44 1865 536933. If you or we cannot resolve a dispute using our internal procedures, we will notify you that we cannot settle the dispute and give you certain information required by law about our alternative dispute resolution provider.

You may also use the online dispute resolution (ODR) platform to resolve the dispute with us. For more details, please visit their website at <https://www.judiciary.uk/related-offices-and-bodies/advisory-bodies/cjc/previous-work/disputeresolution/online-dispute-resolution/>.

16. Liability. We are not legally responsible for any:

- losses that were not foreseeable to you or us at the time the agreement between you and Elevate Air was formed;
- losses that were not caused by any breach of these Terms on our part;
- losses that were caused by a failure on your part to comply with your obligations under applicable terms (such as failing to comply with our safety rules);
- business losses; or
- losses to non-consumers.

Nothing in the Agreement excludes or limits our liability for damages caused by our negligence, liability for fraud or willful conduct, or any other liability that the law does not allow us to exclude or limit such as death or personal injury.

UK NOTICE REQUIREMENT UK CARRIERS

Air carrier liability for passengers and their baggage

This information notice summarises the liability rules applied by United Kingdom (UK) air carriers as required by [UK legislation](#) and the Montreal Convention.

Compensation in the case of death or injury

There are no financial limits to the liability for passenger injury or death. For damages up to 100,000 SDRs (approximately £105,000) the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

Advance payments

If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16,000 SDRs (approximately £17,000).

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 (approximately £5,000).

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 (approximately £1,200).

Destruction, loss or damage to baggage

The air carrier is liable for destruction, loss or damage to baggage up to 1,131 SDRs (approximately £1,200). 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 United Kingdom by Regulation [No 2027/97](#) (as amended by Regulations [No 889/2002](#) and Regulation [No 285/2010](#)).

February 2021