

Contract on the Charter Flight Provision

concluded pursuant to § 269(2), Act No. 513/1991 Coll. of the Commercial Code, as amended

Client:

Name: Ministry of Foreign and European Affairs of the Slovak Republic

Registered office: Hlboká cesta 2, 833 36 Bratislava

Company ID:

Tax Payer ID:

VAT ID:

Bank details:

IBAN:

SWIFT(BIC):

Represented by: Ing. Silvia Toldyová, Director General, Economy and General Administration Department
(hereinafter referred to as “**the Client**”)

and

Provider:

Business name: The Aviation Factory

Registered office: Luchthavenlein 1/71, B 2100 Antwerp, Belgium

Bank details:

IBAN:

SWIFT(BIC):

Acting through/represented by: Benoit Duvivier, Director
(hereinafter referred to as “**the Provider**”)

(hereinafter referred to collectively as “**the Contracting Parties**”)

conclude the present Contract on the Charter Flight Provision (hereinafter referred to as “**the Contract**”):

Article 1

Purpose of the Contract

1.1 The purpose of the Contract is to provide charter transport of a group of 100 participants in the Coreper II visit, which is an A-level event traditionally taking place in the country

holding the Presidency and included in the official calendar of the Slovak Presidency of the Council of the EU.

Article 2

Subject matter of the Contract

- 2.1 The Provider undertakes to provide services to the Client as defined under point 2.2(a) and the Client undertakes to pay the Provider for the services provided in accordance with point 2.2 the total price of the services pursuant to point 5.1 of the Contract.
- 2.2 The Provider undertakes in accordance with point 2.1 and within the scope of the Contract to provide the following services to the Client (hereinafter referred to collectively as “Services”):
- a) provide charter flights for 100 persons, as follows:

Date	Flight	From/To	Departure/Arrival	Number of seats
29 September	TBC	BRUSSELS (BRU)	08:30	min. 100
		BRATISLAVA (BTS)	10:20	
1 October 2016	TBC	BRATISLAVA (BTS)	16:00	min. 100
		BRUSSELS (BRU)	17:50	

- b) in accordance with the Contract provide Services related to charter flights, i. e. on-board refreshments for passengers and flight coordinator services, a VIP lounge on departure from Brussels and accelerated travel document checks before departure.

Article 3

Terms and conditions of transport

- 3.1 The Provider shall provide charter transport by aircraft with a capacity of at least 100 seats.
- 3.2 For the purposes of check-in, the passengers shall be present at the main terminal no later than 60 minutes before the scheduled departure of the flight. The passengers are authorised to carry a baggage weighing up to 20 kilograms per person.
- 3.3 The Provider shall provide the Client with a group plane ticket for all passengers on the respective flight. The Client shall hand over the group plane ticket to the group coordinator.
- 3.4 Departure and arrival times defined in point 2.2 shall be subject to possible and necessary changes due to slot clearances, compliance with the traffic rights and night parking options.

- 3.5 The Client is obliged to pay a cancellation fee of:
- a) 55% of the total price of Services referred to in point 5.1, provided that the Client cancels a flight from 45 to 16 days before the date of the first flight;
 - b) 75% of the total price of Services referred to in point 5.1, provided that the Client cancels a flight from 15 to 7 days before the date of the first flight;
 - c) 100% of the total price of Services referred to in point 5.1, provided that the Client cancels a flight 6 or less days before the date of the first flight.
- 3.6 The Client shall deliver a written notice of flight cancellation to the Provider, either by fax or by post.
- 3.7 In accordance with point 2.2, the Provider shall ensure refreshments for all passengers in the form of standard snack and soft drinks.
- 3.8 The flight coordinator ensured by the Provider shall supervise the proper performance of the subject matter of the Contract. In particular, the flight coordinator shall ensure that the departures as well as Services provided during the flight comply with the present Contract.
- 3.9 The Contracting Parties undertake to observe the General Conditions which constitute Annex I to this Contract.
- 3.10 Following the Client's request, the Provider is obliged to pay the contractual penalty of 50% of the total price of Services referred to in point 5.1, if the Provider fails to ensure any of the flights at the dates set out in point 2.2(a).
- 3.11 Following the Client's request, the Provider is obliged to pay the contractual penalty of 10% of the total price of Services referred to in point 5.1, if the Provider fails to provide the Services referred to in point 2.2(b) in accordance with this Contract, even repeatedly.
- 3.12 The payment of the contractual penalty is without prejudice to the Client's entitlement to the compensation for damages caused by infringement of the duty by the Provider.
- 3.13 The contractual penalty and the compensation for damages are payable within 15 days of delivery of the Client's request for payment to the Provider.
- 3.14 In accordance with § 369a of the Act No. 513/1991 Coll., the Commercial Code, as amended (hereinafter referred to as "the Commercial Code"), the Provider is entitled to charge the Client with late payment interest set out in the regulation of the Government of the Slovak Republic.

Article 4 **Communication**

- 4.1 The Contracting Parties undertake to notify each other in writing of the contact persons' contact details, i.e. full name, telephone number and e-mail address, within five days from the entry into force of the Contract.
- 4.2 The Provider is obliged to confirm by e-mail the receipt of the Client's e-mail message no later than 120 minutes after the e-mail message was sent by the Client. The receipt of the e-mail message is also considered confirmed upon receipt of automatic confirmation of the e-mail receipt by the Provider, if the automatically generated confirmation message has been sent to the Client's e-mail address.

Article 5

Price and payment terms

- 5.1 The price of Services under this Contract shall be 42 900 EUR excluding VAT (forty-two thousand nine hundred EUR excluding value added tax).
- 5.2 The Client shall pay to the Provider the full amount invoiced for the Services under this Contract by bank transfer to the account of the Provider specified in the header of this Contract. The Provider shall be entitled to issue the invoice for the full sum of Services under this Contract only after the Provider has duly provided Services that are the subject matter of this Contract in full and, at the same time, the Provider shall deliver the invoice to the Client within 15 days of the provision of Services under this Contract.
- 5.3 The invoice shall be payable within 30 days of its delivery to the Client's mail reception service. The invoice shall contain all information required in accordance with Act No. 222/2004 Coll. on Value Added Tax, as amended and Act No. 431/2002 Coll. on Accounting, as amended. The invoice shall be considered paid on the day of the debiting of the invoiced sum from the Client's bank account in favour of the Provider's bank account.
- 5.4 In the event that the invoice is not issued in accordance with this Contract or fails to contain the requisite information under point 5.3, the Client shall be entitled to return the invoice to the Provider for correction. In the event that the invoice is returned for correction, a new due period shall begin to run from the day of the delivery of the invoice issued in accordance with the Contract.

Article 6

Common and final provisions

- 6.1 This Contract shall enter into force upon its signing by both Contracting Parties. This Contract shall take effect on the day following the day of its disclosure in the Central Registry of Contracts maintained by the Government Office of the Slovak Republic.

- 6.2 This Contract and legal relations not covered by this Contract shall be governed by the provisions of the Commercial Code and the applicable general binding rules of the Slovak Republic. Any dispute relating to this Contract shall be dealt with by the courts of the Slovak Republic.
- 6.3 Where a conflict exists between the provisions of this Contract and the Terms and Conditions in Annex 1 to this Contract, the provisions of this Contract shall prevail.
- 6.4 Any modification to this Contract may be executed only by way of a written and numbered amendment to this Contract signed by both Contracting Parties.
- 6.5 This contract is executed in eight counterparts, of which four are in the Slovak language and four are in the English language. In the event of a discrepancy between the language versions of this Contract, the Slovak language version shall prevail. The Client shall retain two counterparts of this Contract in the English language and two counterparts of this Contract in the Slovak language. The Provider shall retain two counterparts of this Contract in the English language and two counterparts of this Contract in the Slovak language.
- 6.6 The Contracting Parties have read and understood this Contract, and this Contract has been made out of their free and true will, in witness whereof they have appended their respective signatures.

On behalf of the Client:

On behalf of the Provider:

In Bratislava

In on

Ing. Silvia Toldyová, Director General
Economy and General Administration Department

Benoit Duvivier, Director