

TERMS AND CONDITIONS

Elite Travel LTD, a company incorporated under the laws of Malta and bearing company registration number C 108355 and having its registered office situated at 66, Flat 2, The Terrace Block A, Triq Ruzar Briffa, Mosta MST 1490 (hereinafter "**Elite Travel**", "**we**", "**us**" or "**our**") is a travel agent duly licensed in Malta in terms of the Travel Operators and Organised Excursion Operators (S.L. 409.09 of the Laws of Malta) to act as a travel agent with licence number TRA/E/55.

We provide travel-related services, as outlined from time to time on our website www.elitetravel.mt and/or any of our social media pages, including but not limited to the issue and delivery of airline and/or travel tickets, private jet chartering services, accommodation reservations, travel itinerary planning and admission to a concerts or sports events (the "**travel-related services**").

You are able to request our assistance to help you book or otherwise reserve: (a) a single individual travel-related service (e.g. flight only or accommodation only), or (b) a combination of travel-related services (for example a flight booking and a separate hotel booking). When making your booking for the above mentioned types of travel-related services, we will arrange for you to enter into contracts with the airline, hotel, transfer, excursion or car hire companies providing the service(s) detailed on your confirmation ("**Service Providers**"). We act as agent for those Service Providers and the terms and conditions of these Service Providers will apply to your booking.

On occasions, we may also be engaged to assist in relation to travel arrangements which fall within the scope of Directive (EU) 2015/2302 on package travel as transposed into Maltese law (hereinafter the "**Travel Package Legislation**"), more commonly referred to as "package travel" and/or "linked travel arrangements" (hereinafter, collectively "**package travel**").

These terms (the "**Terms**") govern the conditions under which we provide you with all our travel-related services. Unless otherwise stated, these Terms apply for all our travel-related services. However, please note that there are additional terms which supplement or replace these Terms, such as when we are engaged to assist with package travel or where you engage us to assist with specific arrangements, such as the chartering of private jets or making reservations for specific events and/or hospitality. These special terms are included in Annex A hereinafter attached. We will use the term "General Terms" to refer to the terms applicable to all our travel-related services and "Specific Terms" to refer to those outlined in Annex A which refer only to some specific types of travel-related services (such as chartering of private jets or making reservations for specific events and/or hospitality.)

We encourage you to take a few moments to read such Terms carefully and make sure you understand them. We have tried to make these Terms fair and straightforward. However, if you have any questions, please feel free to get in touch with us through any of our contact channels.

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1. Submitting your Booking Request

- i. Requests for bookings and any related matter associated with our travel-related services are to be sent to any of our approved contact channels. Unless we specify otherwise, you can do so by sending an email to info@elitetravel.mt or by sending us a message on WhatsApp to +35699425020.
- ii. You may also submit a request by contacting our call centre at +35699425020. However, for verification purposes and to ensure all details are accurately captured, we may ask you to confirm your request in writing. Typically, this involves an email confirmation, where we will summarize all the details in an email and ask for your confirmation to proceed.
- iii. Where you require bookings on short notice, you must follow up the initial request with a phone call to us communicating the urgency of the request promptly and directly to us. Please note that we will assess and handle urgent requests on a case-by-case basis, making all reasonable efforts to accommodate your requirements, subject to availability and third-party policies.
- iv. A booking request must include:
 - (a) The particular travel-related service(s) that is/ are being requested (i.e. travel tickets, Private Jet Chartering Services, accommodation and/or other related travel services) and
 - (b) Traveller names, preferred dates, destinations, and any other preferences or requirements.
 - (c) any particular personal circumstances and needs pertaining to a person included in the booking, including but not limited to whether a person is with reduced mobility.
- v. Any acknowledgement to your booking request does not constitute confirmation of the booking but merely confirms that we have commenced the booking process. We reserve the right to refuse to act and provide any of our services, particularly when we do not have the capacity or resources to fulfil the booking.

2. Travel options & Confirmation of request

- i. We will endeavour to provide you with a range of options and/or recommended itinerary tailored to closely match your preferences and requirements. These options will be provided by us through one or a number of emails or through a message sent via WhatsApp ("shortlisted option(s)") and will include details and information on:
 - (a) In relation to flight bookings – airline, destination, flight times, duration, layovers (if any), and cost, including any applicable fees and taxes;
 - (b) In relation to hotel reservations – information provided will cover the hotel name, location, number of nights, room types available, amenities offered, meal plan (if applicable), cancellation policies, and the price per night, inclusive of any applicable taxes and service charges;
 - (c) In relation to other travel-related services – which may include but are not limited to car rental, airport transfers, Private Jet Chartering Services, admission to a concerts or sports events and travel insurance, the options will detail the service provider, type of service, terms of use, any limitation or restrictions, costs, and cancellation policies.



- ii. Please carefully review the shortlisted options provided to ensure they align with your personal preferences. Once you receive our options, you can:
 - (a) Agree to proceed on the proposed terms;
 - (b) Request adjustments to the options that we have provided; or
 - (c) Terminate the booking-process.
- iii. It is fundamentally important to promptly inform us of your decision and provide any feedback regarding the shortlisted options provided. Prompt communication will enable us to proceed with the timely booking of your travel-related services. This ensures that all arrangements are secured according to your schedule and preferences, contributing to a seamless travel experience. Typically, we can hold the proposed terms for your travel arrangements for up to twenty-four (24) hours ('hold-period'). However, there are occasions, particularly during high-demand periods, when securing these terms within this timeframe may not be possible. If a shorter hold-period applies, we will communicate this to you. If you are satisfied with the proposed terms and wish to proceed, we encourage you to inform us as quickly as possible (and in any case within the 'hold-period') and provide us with a copy of the passport of those who are directly involved in the booking and/or who will be travelling (including yours). Prompt confirmation allows us to secure your booking at the favourable terms initially proposed, ensuring your travel plans are finalised without delay.
- iv. If you do not respond within the hold-period:
 - (a) we cannot guarantee the availability or price of the shortlisted option we provided you earlier. This might mean that the service is unavailable, that higher fares will apply, or less favourable travel options will be available; and
 - (b) We have the discretion to consider that the reservation process has been terminated. If we do so, we will let you know in writing and in such cases, you will need to submit another new request if you still require our assistance in relation to your travel needs and requirements.
- v. You can confirm a booking by sending an email or through a WhatsApp message to our designated contact details. You acknowledge that this means that we will proceed with the booking at the quoted price and under these Terms, and any other Terms of third-party Service Providers which you acknowledge and accept.
- vi. When you confirm your preferred travel option, we initiate the process of securing your booking with third-party Service Providers. You accept and acknowledge that our services depend on third-party suppliers and travel operators. This reliance means that certain factors beyond our control, such as overbooking, weather conditions, or unforeseen operational disruptions, may impact the availability of the services requested. In the event of any such issues, we will endeavour to reschedule and accommodate your travel needs to the best of our ability. However, given the dependency on external parties, we must highlight that it may not always be possible to secure an immediate or equivalent alternative.

- vii. Once the Service Providers have confirmed availability, we will send you a booking confirmation, which will include, amongst others, the travel destination, flight itinerary, booking reference, transport information and any further instructions or information necessary for the flight and/or booking reservation. Please retain this confirmation as it serves as proof of your booking.
- viii. It is your responsibility to ensure that all the information provided to us for the purpose of the booking, including flight tickets, flight times, traveller names, dates, and preferences is accurate and complete. It is important that you check your booking confirmation to make sure that all the details are exactly as you requested. In the event of any discrepancy, please contact us immediately as it may not be possible to make changes. We will not be liable for any errors or discrepancies in bookings resulting from incorrect and incomplete information provided by you.

3. Our Role; Additional Terms and Conditions

- i. As a travel agent, Elite Travel will be solely acting as an intermediary between you, the customer, and various third-party Service Providers. We facilitate the booking and coordination of services like ticketing and accommodations, based on your input, under the authorisation of these Service Providers. It is imperative to acknowledge that Elite Travel does not directly provide these travel-related services, nor do we exert control over the service availability, standards, or execution provided by Service Providers. We are committed to providing accurate information regarding the terms, conditions, and policies of the Service Providers and to assisting you in managing your interactions with them concerning your bookings, modifications, and cancellations. The actual contractual relationship for the provision of travel-related services is between you and the respective Service Providers, whose terms and conditions govern your legal rights and obligations with respect to the services they provide. However, when we are engaged to provide and assist with package travel, the above may not apply in full.
- ii. We will make every reasonable effort to communicate any such specific terms, conditions or requirements associated with your bookings. These may include, but are not limited to, cancellation policies, change fees, baggage allowances, and any special accommodations. In the event that no such additional or special terms are communicated to you, the following standard terms shall apply:
 - (a) Cancellations, changes or rescheduling to bookings may incur charges as specified by the respective third-party Service Provider;
 - (b) we shall not be responsible for any non-compliance from your end with the specific terms and conditions set out by the third-party Service Provider.
 - (c) It is your responsibility to comply with the requirements set forth by the third-party Service Provider, including but not limited to check-in times, baggage restrictions, and documentation.
 - (d) Requests for special accommodations (e.g., dietary needs, wheelchair access) must be made at the time of booking. While we will make reasonable efforts to accommodate such requests, fulfilment cannot be guaranteed and is subject to policies of the respective travel Service Provider.
 - (e) you are responsible for ensuring that you keep all the necessary travel documentation for all services booked, including hotels, car rentals, and tours.



4. Fees and Payment

- i. You agree to pay the fees quoted by us for the travel-related services you elect to receive, as specified in the email we send with the shortlisted options. By confirming the shortlisted options, you are deemed to have accepted to proceed with the booking and/or reservation these quoted fees.
- ii. In order to secure your booking or reservation, a deposit must be paid. The email where we provide you with the shortlisted options will include (a) the amount of deposit that must be paid and (b) the time frames that such payment is to be completed in. Unless otherwise stated, the deposit is to be paid within an agreed stipulated timeframe prior to the earliest of the departure date or the date of the service being provided, in cases where multiple services are arranged. Failure to meet these payment deadlines may result in the forfeiture of the deposit and cancellation of the reserved services under the terms set by the Service Providers. On occasions, we will request a full payment in advance. Naturally, we will inform you about this in the email where we provide you with the shortlisted options.
- iii. Payments must be made in Euro. You will be responsible for any charges associated with currency conversion.
- iv. Without limitation to other terms contained herein, payments can be made by bank transfer, cheque, cash, debit or credit card. Payments by credit card may incur a fee which we will advise you of at the time of booking. Our invoice and documentation will be sent to the email address you provide to us in the booking request.
- v. Should additional costs, fees, fines, penalties, expenses, or damages be charged to us due to changes requested by you or due to your actions, you will also be responsible and liable for these additional charges. This includes adjustments to bookings or any liabilities incurred due to incorrect information provide by you or misconduct of the travellers. We will itemize and document these charges for your reimbursement.
- vi. All amounts stated or referred to in this Agreement are exclusive of Value Added Tax.
- vii. In respect to every travel-related services, which has not been paid within the stipulated timeframe, we reserve the right to charge interest on the outstanding amount at a rate of 8% interest plus the European Central Bank (ECB) reference rate from the due date until the date of actual payment.

5. Changes & Cancellations

- i. We understand that circumstances may change, which may necessitate modifications to your travel-related services booked through us. In such cases, it is important to send us such requests in writing through one of our approved contact channels. While we will endeavour to accommodate such requests, we cannot guarantee that all requests can be met. Amendments and cancellations are subject to the terms and conditions of the third-party Service Providers involved in your travel-related services arrangements.



These providers may impose cancellation or amendment charges as outlined in their booking conditions, which could be up to 100% of the cost of the respective booking, especially as the date of the reservation approaches. Additionally, for each modification request received, you will be required to pay us an administration fee. This fee changes on a regular basis so we encourage you to enquire about the then-current applicable administration fees before requesting any modifications.

- ii. On occasions, we may be informed by the third-party Service Provider that changes to or cancellations of the travel-related services booked through us are required. We will notify you about such requests as promptly as possible. Should the third-party Service Provider propose alternative arrangements or a refund, you must communicate your decision to us within the time frame specified by the third-party Service Provider. Failure to respond within this period will entitle the third-party Service Provider to assume that you wish to receive a full refund. We accept no liability for any changes or cancellations that are made to your arrangements by the third-party Service Provider under your contract with them, even if we facilitated such arrangement. In the event of a cancellation by the third-party Service Provider that qualifies for a refund, we will forward any refund received, minus an administration and service fee for processing the request and ancillary services provided.

6. Warranties & Undertakings

- i. By agreement to these Terms:
 - a. You warrant that you have the full right, power, legal capacity and authority to perform its obligations under these Terms;
 - b. You, as the lead traveller, warrant that you have the authority to accept and agree to these terms and conditions on behalf of all members included in your booking and to provide us with any relevant information. You agree to take responsibility for informing all participants of the booking about these terms and their obligations under them. You further warrant that each participant will adhere to the same standards and conditions as set forth herein. Should any individual within the group fail to comply with these terms, you acknowledge that it may result in consequences affecting the entire group, including potential cancellation or modification of the booking without refund;
 - c. You warrant that all information provided to us during the booking process, including personal details, payment information, and any special requirements, is accurate, complete, and up-to-date. You agree to promptly inform us of any changes to this information;
 - d. You warrant that you will comply with all travel requirements, including obtaining valid passports, visas, and other necessary travel documents, and meeting health, customs, and immigration requirements relevant to your itinerary. You acknowledge that you are responsible for verifying these requirements and obtaining all necessary documents prior to your departure;



- e. You warrant that you have sufficient funds to cover the quoted fees for your travel-related services and any additional costs that may arise during your travel. This includes, but is not limited to, modifications, cancellations, and unforeseen expenses.
 - f. You warrant that your behavior and conduct while utilizing the booked services will not breach any laws, regulations, or standards of decency and respect appropriate to the travel destination. You agree that the service provider reserves the right to refuse service or terminate your travel arrangements without refund if your behavior disrupts the operation or affects the safety or enjoyment of other customers.
 - g. You warrant that the travel-related services booked through us will be used only for lawful purposes and in accordance with all applicable laws and regulations of the travel destination and departure location.
 - h. You undertake to comply fully with any and all applicable local, national, and international laws and/or regulations;
 - i. You undertake to adhere to all our terms, policies and regulations, including any additional terms and conditions, as may be applicable, of the respective provider of the travel-related service including but not limited to carriers, providers of accommodation, car rental companies, event organiser and private jet operator;
 - j. You fully acknowledge that it is your responsibility to consult with your healthcare provider regarding recommended vaccinations or inoculations pertinent to your intended travel destination. It is your responsibility to ensure that you are fit to travel and participate in all parts of the services you have booked and undertaken;
- ii. We reserve the right to decline to accept or retain any person as a client if their behaviour is, in our opinion, or in the opinion of the airline pilot, hotelier or accommodation owner or manager or other person in authority, likely to cause distress, danger, damage or annoyance to the other customers, employees, other people or to property. You understand that we shall be under no liability to pay any refund or compensation to, or costs incurred by, any person whose behaviour is thus unacceptable.
 - iii. Prior to traveling, we strongly recommend that prior to travelling you obtain a fully comprehensive policy of travel and medical insurance suitable for your specific requirements. It is your responsibility to ensure that the insurance cover your purchase is suitable and adequate for your particular needs.

7. Data Protection & Privacy

- i. All personal information that we may use will be collected, processed, and held in accordance with the provisions of EU Regulations 2016/679 General Data Protection Regulation ("GDPR") and your rights under the GDPR.



- ii. For complete details of our collection, processing, storage, and retention of personal data including, but not limited to, the purpose(s) for which personal data is used, the legal basis or bases for using it, details of your rights and how to exercise them, and personal data sharing (where applicable), please refer to Our Privacy Policy. These policies are incorporated into these Terms by this reference.

8. Our Liability

- i. This section sets out the principles regulating our liability (including any liability for the acts or omissions of employees, agents and subcontractors) (a) arising under or in connection with these Terms; and (b) in respect of any representation, statement or tortious act or omission. You hereby acknowledge and agree that the limitations contained in this section are reasonable in light of all the circumstances.
- ii. We shall not in any circumstances be liable whether in contract, (including for negligence or breach of statutory duty, howsoever arising), misrepresentation (whether innocent or negligent), restitution or otherwise, for:
 - a. any loss (whether direct or indirect) of profits, savings, business, business opportunities, revenue, turnover, reputation or goodwill;
 - b. any loss or corruption (whether direct or indirect) of data or information;
 - c. any loss (whether direct or indirect) of anticipated savings or wasted expenditure (including management time); or
 - d. any indirect or consequential loss or liability.
- iii. To the fullest extent permitted by applicable law, and unless otherwise excluded in terms of the aforementioned, in no event will our total liability to you for all loss, damage and expense arising under these Terms exceed the total fees paid to us for the travel-related services.
- iv. Nothing contained in this Agreement shall limit or exclude any liability in relation to (a) personal injury or death; (b) fraud or fraudulent misrepresentation; and/or (c) any other liability to the extent that the same cannot be excluded or limited by law
- v. We will not be liable or responsible for any failure to perform or delay in performance of any of our obligations that is caused by events outside our reasonable control.
- vi. This section shall survive the termination of the Terms

9. Regulation (EC) No 261/2004

- i. You acknowledge that Regulation (EC) No 261/2004 of the European Parliament and of the Council of 11th February 2004 establishes common rules on compensation and assistance to passengers in the event of denied boarding, flight cancellation or long delays. The Regulations protect the rights of air passengers traveling within the European Union, as well as passengers departing from EU Airports to non-EU destinations on EU-based airlines. You agree to comply with any requirements set forth by the airlines for the purpose of fulfilling these rights.



- ii. The terms of the Regulation shall not apply for Private Jet Chartering Services, since the flights performed under such services are not scheduled flights and offered to you by Elite Travel on a non-scheduled basis following a specific request made by you in this regard.

10. Force Majeure

- i. You acknowledge that we shall not be liable for any failure or delay in performing our obligations where such failure or delay results from any cause that is beyond the reasonable control of that Party. Such causes include, but are not limited to: power failure, internet service provider failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, act of war, governmental action or any other event that is beyond our control.

11. Feedback and Complaints

- i. It is important to us to ensure that your feedback is heard.
- ii. You may send any message containing complaints, suggestions, or queries that you might have regarding our services by contacting us through any of our contact channels.
- iii. All messages are handled with due care by us and shall be confidential.
- iv. Upon receiving any such feedback, we will endeavour and do our utmost to reply as soon as is practicable.

12. Entire Agreement; Changes to these Terms

- i. These Terms and any other document expressly referred to herein constitute the whole agreement between us and supersede all previous discussions, correspondence, negotiations, previous arrangement, understanding or agreement between us relating to this subject matter. We both agree and accept that, neither of us relied on any representation or warranty (whether made innocently or negligently) that is not set out in Terms or the documents referred to in them.
- ii. Save as otherwise indicated in these Terms, we may alter these Terms at any time, but in any case we will inform you accordingly, by means we deem reasonable in the circumstances.
- iii. In the event of any conflict between the current version of these Terms and any previous version(s), the provisions current and in effect shall prevail unless it is expressly stated otherwise.

13. Waiver, Severability

- i. Our failure or delay to enforce any provision of these Terms is not a waiver of our right to do so later.



- ii. If any provision of these Terms shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of the Terms and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect.

14. Electronic Communications

- i. You agree that communications between you and us may be conducted electronically. However, you must adhere to any specific provisions outlined in these terms that require certain requests or communications to be submitted in a specified manner. Failure to follow these specified methods may result in delays or non-acceptance of your requests.

15. Consumer Protection

- i. Nothing in these Terms shall prevent you from benefiting from any mandatory consumer protection laws that are applicable to you. Your rights under such laws are preserved, and these terms do not intend to limit or exclude any statutory consumer rights that cannot be lawfully changed or excluded

16. Assignment

- i. We reserve the right, without your consent, to assign these Terms and our rights and obligations under these Terms to a third party. This may happen as a result of or in preparation of a corporate transaction but there may be other circumstances where we may decide to do so.

17. Law & Jurisdiction

- i. These Terms, and the relationship between you and Elite Travel (whether contractual or otherwise) shall be governed by, and construed in accordance with the law of Malta.
- ii. You irrevocably agree to submit yourself to the non-exclusive jurisdiction of the Courts of Malta for settlement of any matter or dispute whatsoever arising out of these Terms, the travel-related services, or generally arising as a result of your booking with us.
- iii. In any case, this choice of applicable law and jurisdiction shall not have the result of depriving you of the protection afforded to you by provisions that cannot be derogated from by agreement by virtue of the law which, in the absence of choice, would have been applicable.



ANNEX 1 – SPECIFIC TERMS

PART A - Package Travel: Specific Terms

A. Introduction

- i. Our travel-related services may fall within the meaning of package travel as defined in the Directive. A copy of the Maltese legislation implementing the Directive will be provided to you upon request.
- ii. This section provides additional terms specifically for package travel arrangements. All arrangements reached with you in respect to package travel are governed by the General Terms and this section. If there is a conflict between terms in this section and those under the General Terms, the terms in this section shall prevail in respect to package travel arrangements.
- iii. Your travel is considered as a package when you buy a combination of two (2) or more types of travel services for the same trip or holiday. Your travel is considered as a package when:
 - a. You book travel services put together by or with our help under a single contract or
 - b. You book travel services under separate contracts with individual providers and of the following conditions is met:
 - i. You buy services at a single point of sale (such as a travel agency, a call centre or a website) and you select the services before agreeing to pay, i.e. before you conclude the first contract.
 - ii. The services are sold to you at an inclusive or total price.
 - iii. The services are advertised/sold as a 'package' or similar.
 - iv. Travel services are combined after the conclusion of a contract under which you are entitled to choose from a selection of different travel services.
 - v. Click-through package: you buy services from separate travel companies through a linked online booking process where the first company transmits your name, email address and payment details to the second company and the second contract is concluded within 24 hours of the first contract.
- iv. A combination of a travel service, such as accommodation, and another tourist service, such as a guided tour, admission to a concert or sports event, or rental of sports equipment, can only be classed as a package if the other tourist service accounts for 25% or more of the overall value of the trip, or if that service is an essential feature of the trip.
- v. The terms outlined in the Section sets outs what you can expect from us when you engage us for a package travel arrangement and will not apply to any other course of dealings between you and us.
- vi. When you engage us for a package travel, these Terms, any confirmations and package information presented to you, shall form the basis of the contract between Elite Travel and you and shall not be altered unless otherwise agreed by you and us.



B. If We Change your Package Travel

- vii. We reserve the right to change the price of your package travel arrangement after confirming your booking if the cost to us for fulfilling your booking increases or decreases as a direct consequence of changes in:
 - a. The price of the carriage of passengers resulting from the cost of fuel or other power sources;
 - b. The level of taxes or fees on the travel services included in your booking imposed by third parties not directly involved in the performance of the booking, including but not limited to, tourist taxes, landing taxes or embarkation or disembarkation fees at ports and airports; or
 - c. The exchange rates relevant to the booking.
- viii. Where the package has been paid in full, the price will generally remain fixed, subject to the right of adjustments as permitted within the terms herein. However, if the package remains outstanding, the price may be subject to change, up to the date of the scheduled Package Travel.
- ix. If the price increase exceeds 8% of the total price of the package travel you shall be entitled to the terminate the travel package arrangement without paying a termination fee.
- x. Although it is unlikely, we may occasionally have to make change to other terms to your travel arrangements and we reserve the right to change your booking at any time, which you will be informed of prior to us making any such changes and alterations.

C. If You Want to Change or Cancel Your Package Travel

- xi. If you wish to change your package travel arrangements in any way, we will do our best to make these changes, but it may not always be possible. Any request for change must be made by a written notification sent to us.
- xii. You may cancel your package travel arrangements at any time, for any reason, before the date of travel by a written notification to be sent to us. We reserve the right to levy charges for made travel provisions and expenses incurred.
- xiii. If you wish to cancel your booking before the start of your travel because of unavoidable and extraordinary circumstances beyond our control occurring at the place of destination or its immediate vicinity, which significantly affect the performance of your package travel or the carriage of passengers to the destination, and we accept that these circumstances exist, you can cancel your booking without incurring any cancellation charge. We will refund payments made by you only to the extent that refunds are provided by the service provider. We are not liable for any additional compensation, and in cases where certain providers do not issue refunds, we are unable to reimburse those amounts.



D. If You Want to Transfer your Package Travel

- xiv. You can transfer your package travel contract to a third party, provided that: (a) the airline with which you fly and/or the hotel you will be staying at accepts transfers of bookings, and (b) you give us at least seven (7) days' notice before departure.
- xv. When you request such transfer, we will notify you of any additional fees, charges or other costs arising from the transfer of the package travel contract.

E. Payment for your Package Travel

- xvi. The following payment terms apply to your booking of travel package arrangement:
 - a. 30 days or more prior to your departure, you shall pay 15% of package travel arrangement cost;
 - b. 15 to 29 days prior to your departure, you shall pay 50% of the package travel arrangement cost; and
 - c. Less than 14 days prior to your departure, you shall pay full or balance payment required.
- xvii. Additional or different payment terms imposed by certain service providers may also apply. In such cases, we will notify you of these terms as they become available.

F. Feedback and Complaints

- xviii. If you purchased a package travel, we are responsible for the proper performance of all the services included in your booking. We will not accept responsibility for services or facilities which do not form part of our package travel booking. Where you have immediately informed us [in writing] [and by not later than 7 calendar days of your return], that your holiday has not been performed in accordance with your booking, we will try to remedy the lack of conformity unless it is impossible to do so, or it would, in our opinion, entail disproportionate costs taking into account the extent of the lack of conformity and the value of the travel service affected.
- xix. Where a significant proportion of the package travel arrangement cannot be provided as agreed in the package travel arrangement, we will offer suitable alternative arrangements, at no extra cost to you. Where the proposed alternative arrangement result in package of lower quality than that specified in the package travel arrangement, we will offer you an appropriate price reduction.
- xx. Where a lack of conformity substantially affects the performance of the package and we failed to remedy it within a reasonable period of time, you may terminate the package travel arrangement without having to pay a termination fee. In these circumstances you may also be entitled to receive compensation for damages and/or a price reduction.



G. Financial Protection of your Package Travel under the Directive

- i. If you booked in Malta, a package travel or linked travel arrangement within the meaning of the Directive, we have in place financial protection with the Insolvency Fund to refund all payments made by you for services forming part of the booking which have not been performed as a consequence of our insolvency. If your booking includes carriage, this protection will also cover the cost of your repatriation after you have gone on holiday. The Insolvency Fund is regulated by the Insolvency Fund Managing Board in Malta. Please visit <https://www.mta.com.mt/en/insolvency-fund> for more information on what this means for you and who to contact in the unlikely event of our insolvency.
- ii. If you booked any other travel-related service, not considered to be a package travel or linked travel arrangement in terms of the Directive, you acknowledge that you have no benefit to the rights under the Directive.

PART B - Private Jet Chartering Services: Specific Terms

A. Introduction

- i. This section provides additional terms specifically for Private Jet Chartering Services. All arrangements reached with you in respect to the Private Jet Chartering Services are governed by the General Terms and this section. If there is a conflict between terms in this section and those under the General Terms, the terms in this section shall prevail in respect to Private Jet Chartering Services.

B. Submitting your Booking Request:

- i. Booking requests for Private Jet Chartering Services must include the following information: -
 - (a) Full names of all passengers, including nationality and date of birth (if available)
 - (b) Contact details of the lead passenger (including email address and telephone number)
 - (c) Desired departure and arrival dates and times
 - (d) Preferred departure and arrival airports
 - (e) Expected luggage that will be taken on board
 - (f) Any special meals requirements
 - (g) Any specific requirements or preferences
- ii. Incomplete booking requests may not be processed and could result in delays or cancellation of the service
- iii. Upon receipt of your booking request, we will acknowledge receipt and provide an estimated timeframe for presenting available options or proposed recommendations.

C. Before you Book - Presentation of Options & Pricing

- i. Following your booking request, we will provide you with a fee quote, aircraft details, flight itinerary, information on additional services requested, terms of use by third party owner and/or operator of aircraft, any limitation or restrictions, costs and cancellation policies for your review and feedback.
- ii. This offer for Private Jet Chartering Services is valid for twenty-four (24) hours or one (1) day before a scheduled flight (as applicable), except as otherwise stated in the fee quotation.
- iii. You shall review the offer and information provided and provide us with your comments, feedback or approval within the stipulated timeframes in this section of these Terms.
- iv. Specifications and price quoted for Private Jet Chartering Services are based on the currently applicable value for wages, materials, fuel, VAT rates and services. If these undergo changes beyond our control, we are entitled to adjust the prices proportionally, with prior written notification to you.



D. Booking Confirmation

- i. Following your confirmation and agreement to the offer and the details provided, we will proceed with the booking and reservation. Your acceptance is to be provided to us in writing, signed and submitted in person or returned by email to melissa@elitetravel.mt. No booking will be made unless full payment is received by us.

Following your booking confirmation, all passenger names shall be forwarded in writing to us no later than seventy two (72) hours before departure times or where bookings are made on shorter notice, within three (3 hours) of confirmation of your booking but in no case can this be later than the time required to ensure that Elite Travel meets the reporting obligations in the state of registry and/or of departure and destination.

- ii. If you fail to provide any of the requested information on the passengers and the number of luggage, the aircraft operator may re-route the flight or declare additional luggage load, and the commander of the flight may refuse to accept additional passengers.
- iii. You acknowledge that flights booked through Private Jet Chartering Services are subject to aircraft availability. Elite Travel may substitute a similar aircraft at no additional cost if the booked aircraft is unavailable. If no suitable alternative is available, Elite Travel reserves the right to cancel the flight(s) and refund any paid amounts without interest. If a substitute incurs additional costs, Elite Travel will notify you, and you have four (4) business hours to accept the costs or cancel the flight without penalty. Failure to respond within this time will be deemed acceptance of the additional costs.

E. Payment Terms

- i. You will be advised of the payment terms at the time of the booking and in the case of Private Jet Chartering Services, at the time of your fee quotation.
- ii. Upon your confirmation of the booking, payment for the Private Jet Chartering Services shall be made immediately upon the receipt of our invoice. If you fail to make any payments at the time and in the amount specified in the invoice, we reserve the right, by written notice, to cancel the flight/s and/or terminate any arrangement reached with you with immediate effect and we will retain any deposits or amounts paid to us.
- viii. Notwithstanding any other payment methods stated elsewhere in these Terms, all payments in respect to Private Jet Chartering Services shall be made by bank transfer to the bank account the details of which shall be stated on the invoice. Payments may also be made by credit cards, subject to any applicable processing fees, which shall be borne by you.
- ix. In respect to every invoice in relation to Private Jet Chartering Services, which has not been paid within the stipulated timeframe, we reserve the right to charge interest on the outstanding amount at a rate of 8% interest plus the European Central Bank (ECB) reference rate from the due date until the date of actual payment.



F. Flight Delays

- i. Flight schedule timings are provided as approximate estimates only and are not binding upon us. These timings are subject to change due to a variety of factors, including but not limited to weather conditions, air traffic control restrictions, aircraft availability, and operational requirements.
- ii. While we strive to adhere to the proposed schedule, deviations may occur. Unless such delays are unreasonable and solely attributable to us, any delay beyond the scheduled time shall not be considered grounds for termination or dissolution of the agreement between us.
- iii. Please note that the nature of private aviation services involves inherent uncertainties, and flexibility is essential in accommodating factors beyond our control. As such, we cannot be held liable for any consequential costs, losses, or damages arising from schedule changes or delays that are not exclusively due to our own actions.
- iv. We recommend that clients take potential delays into account when making travel arrangements and allow for sufficient flexibility in their itineraries to mitigate any possible inconvenience caused by such schedule changes

PART C – Event Tickets & Hospitality: Specific Terms

A. Introduction

- i. This section provides additional terms specifically for booking event tickets and hospitality. All arrangements reached with you in this respect are governed by the General Terms and this section. If there is a conflict between terms in this section and those under the General Terms, the terms in this section shall prevail in respect to event tickets and hospitality.

B. Specific Terms

- ii. This section provides additional terms specifically for booking event tickets and hospitality. All arrangements reached with you in this respect are governed by the General Terms and this section. If there is a conflict between terms in this section and those under the General Terms, the terms in this section shall prevail in respect to Private Jet Chartering Services.
 - a. **Third-Party Sourcing:** All hospitality tickets are obtained through third-party providers, and availability cannot be guaranteed. While we make every effort to secure tickets, we cannot verify or confirm the specific sources until tickets are secured.
 - b. **Ticket Form:** Tickets may be issued either electronically or in paper form. For paper tickets, it is crucial to allow sufficient time for delivery prior to the commencement of your travel. Please note that delivery of physical tickets cannot always be facilitated at your travel destination or on-site, and failure to account for delivery times may result in an inability to attend the event. For electronic tickets, please ensure you have the correct application or method to access and present your ticket.
 - c. **Personalization of Tickets:** Some tickets may be personalized and tied to an individual attendee, with the name printed on the ticket. When bookings are made at the last minute, it may not be possible to change the name on the ticket. We are not responsible for denied access to the event due to name discrepancies. We advise customers to carefully review ticket details upon receipt and to notify us promptly if any corrections are needed. Requests for changes may be subject to the policies of the event organizers and cannot be guaranteed.
 - d. **Identification Requirements:** Some venues or event organizers may require identification that matches the name on the ticket for entry. It is the responsibility of the customer to comply with any identification requirements. We cannot be held responsible if access is denied due to a failure to present appropriate identification.
 - e. **Event Cancellation or Rescheduling:** In the event of cancellation, postponement, or significant changes to the event schedule made by the event organizer, refunds or alternative arrangements will be processed according to the terms and conditions set by the event organizer. We are not responsible for any additional costs incurred, such as travel or accommodation, related to such changes.
 - f. **Ticket Validity and Restrictions:** Please note that some tickets may have specific restrictions, such as limited validity for certain sections, time restrictions for entry, or non-transferable conditions. Customers are responsible for understanding and complying with any such restrictions.



- g. **Force Majeure:** We cannot be held liable for any events beyond our reasonable control that affect the ability to attend the event, such as strikes, weather conditions, travel disruptions, or other force majeure circumstances. Customers should consider these potential risks when making travel plans.
- h. **Non-Responsibility for Rejected Payments:** Should a ticket be canceled or deemed invalid due to rejected or delayed payment transactions by the customer, we are not responsible for any consequences, including denied entry to the event.
- i. **Responsibility for Ticket Handling:** Once tickets are issued, whether electronically or in paper form, it is the responsibility of the customer to safeguard them. We cannot replace lost, stolen, or damaged tickets, and we are not responsible for any denial of access arising from such issues.
- j. **Venue Policies:** Venue entry may also be subject to additional rules and regulations set forth by the event organizers, such as COVID-19 health requirements, security screenings, or other safety measures. It is the responsibility of the ticket holder to be aware of and comply with such policies. We are not liable if access is denied for non-compliance with venue-specific rules.
- k. **Non-Transferable Tickets:** Certain tickets may be non-transferable, meaning they cannot be transferred to another individual once issued. Any attempts to transfer tickets may invalidate them, and we are not responsible for any resulting denied entry or forfeiture.
- l. **Ticket Delivery Delays:** Delivery of paper or electronic tickets may be subject to delays beyond our control, including but not limited to courier delays, incorrect address details provided by the customer, email server issues, or technical problems. It is important that the customer provides accurate contact information and monitors their inbox (including spam/junk folders) for communications from us.
- m. **Incomplete Documentation:** For certain events, additional documentation may be required (e.g., proof of vaccination, event registration, or hotel confirmation). The customer is responsible for ensuring that all necessary documents are in place. Failure to do so may result in denied access to the event, for which we cannot be held liable.
- n. **Pricing and Charges:** Prices for tickets are subject to change without notice until the booking is confirmed. In cases where there are changes in third-party fees or taxes after the booking is placed but before confirmation, the customer may be required to pay the difference. We cannot guarantee that pricing at the time of inquiry will remain unchanged.
- o. **Third-Party Policy Changes:** We work with several third-party providers whose policies may change without prior notice. Such changes can affect ticket availability, terms of use, name change requests, or other conditions associated with tickets. We will make reasonable efforts to accommodate these changes but cannot guarantee compliance with revised third-party policies.
- p. **Change of Venue or Event Modifications:** Event organizers may alter the venue, start time, or other event details. While we will make every effort to inform our customers of any changes as soon as possible, we are not responsible for any inconvenience or costs resulting from such changes. We recommend monitoring the event organizer's official communications for any updates.
- q. **Partial Delivery of Tickets:** For bookings that include multiple tickets, we cannot guarantee that all tickets will be delivered simultaneously or that they will be located together in the event venue. If tickets are delivered in parts, customers are responsible for ensuring they receive and bring all parts of their tickets.

- r. **Age Restrictions:** Some events may have age restrictions, and ticket holders may be required to provide proof of age upon entry. It is the responsibility of the customer to verify these restrictions before booking. We are not liable if entry is denied due to age limitations.
- s. **Health and Safety Protocols:** Event organizers may enforce specific health and safety measures, such as wearing masks, providing vaccination proof, or undergoing temperature checks. Failure to comply with such protocols may result in denied entry. It is the customer's responsibility to understand and adhere to these requirements.
- t. **All Sales Final:** Once a booking has been confirmed, it may not be modified, canceled, or refunded except under the terms specifically outlined in our policy or the event organizer's terms. All sales are final unless otherwise specified.
- u. **Liability Limitations:** We act solely as an intermediary between the customer and third-party ticket providers. As such, we are not liable for any disputes, losses, damages, or injuries that occur during the event or as a result of using the ticket.
- v. **Travel and Accommodation Arrangements:** Any travel or accommodation arrangements made by the customer in connection with event attendance are the sole responsibility of the customer. We are not liable for costs incurred due to event changes, including cancellations or modifications that impact travel plans.
- w. **Ticket Usage Compliance:** It is the responsibility of the ticket holder to comply with all rules and regulations set by the event organizer, venue, and ticket provider. Failure to comply may result in denied entry, and we are not liable for any consequences of non-compliance.
- x. **Risk of Fraudulent or Counterfeit Tickets:** You understand that certain events are in high demand and ticket availability may be extremely limited. While we utilize reputable sources with whom we have had successful dealings in the past, the risk of obtaining fraudulent or counterfeit tickets cannot be entirely eliminated. Due to the nature of high-demand events, ticket authenticity is sometimes compromised by factors beyond our direct control. We make every reasonable effort to verify the legitimacy of the tickets we source; however, we cannot guarantee that all tickets are free from risk. We, therefore, do not assume liability for issues related to fraudulent or counterfeit tickets where verification is not fully possible, especially when sourced from third parties due to the scarcity of tickets.
- y. **Force Majeure Events:** We cannot be held liable for any events that prevent ticket fulfillment or event attendance due to circumstances beyond our reasonable control, including but not limited to natural disasters, acts of terrorism, strikes, or governmental restrictions.