



## **PASSENGER TERMS OF CARRIAGE**

This Passenger Terms of Carriage is provided to you by Hillwood Airways, LLC (“*HWA*”), the direct air carrier with whom your charterer (“*Charterer*”) has contracted (the “*HWA/Charterer Contract*”) to provide the charter air transportation for your flights.

***EACH PASSENGER MUST READ THIS PASSENGER TERMS OF CARRIAGE CAREFULLY. By accepting transportation on a flight, each passenger will be deemed to have accepted and be bound by this Passenger Terms of Carriage.***

### **OPERATIONAL CONTROL.**

HWA will have the exclusive authority to exercise operational control over initiating, conducting and terminating any flights and will have the exclusive right to exercise direction and control over the aircraft, its crew and the passengers, as well as the loading, securing and unloading of all baggage on board the aircraft.

HWA is not obligated to conduct a flight over any particular route and will, in its discretion, select the routes to be flown and deviate therefrom as necessary for safety and operational reasons. HWA does not guarantee any speed, route or departure or arrival time or date. HWA may make flight route diversions and interim stops for fuel, supplies, repairs and other reasons deemed necessary or appropriate by HWA or the flight crew and to take whatever actions HWA or the flight crew deems necessary for the protection of the passengers, flight crew, the aircraft, baggage or cargo. **Such reasons will include, without limitation, any conduct or acts of a passenger or non-compliance by a passenger with any provisions of this Passenger Terms of Carriage.**

**Governmental regulations require that you present positive identification in the form of a government-issued photo ID and submit to a security check and screening by the U.S. Transportation Security Administration (the “*TSA*”) or other applicable governmental authority.**

**Beginning October 2, 2021, in order for you to board the aircraft for a U.S. domestic flight using a driver’s license for identification, the driver’s license must either include a *Real ID* compliant star or be an enhanced driver’s license (EDL) issued only by one of the following states – Washington, Michigan, Minnesota, New York or Vermont. A valid passport (1) may be used for identification for domestic flights, and (2) must be used for identification for international flights.**

**Each passenger must be in possession of all documents enabling him or her to comply with all applicable laws regarding entry into destination countries and have a valid visa (if applicable) and proof of required vaccinations (if applicable).**

HWA may cancel any flight if (a) HWA, in its sole discretion, determines that the transportation would be unsafe or in violation of any applicable law; (b) all governmental approvals regarding the flights and airport operations are not timely issued, (c) as permitted by the HWA/Charterer Contract, (d) **conduct or actions of any passenger are not in compliance with this Passenger Terms of Carriage**, or (e) **Charterer fails to comply with any of its obligations under the HWA/Charterer Contract**.

## **BAGGAGE.**

- 1. *Conditions of Acceptance:*** HWA will accept for transportation on the aircraft as baggage (whether checked in the cargo compartment or carried in the aircraft cabin) only such articles, effects and other personal property which, as determined by HWA in its discretion, will not compromise the safety of the flight and which can be transported in accordance with applicable law, including, but not limited to, rules and regulations of the U.S. Federal Aviation Administration (the “*FAA*”). HWA may refuse to carry baggage or property for transportation on any flight other than the one on which you are to be transported. HWA may refuse to transport any baggage that, as determined by HWA in its discretion, cannot be handled in an ordinary manner, is not properly packaged or if its weight, size or character renders it unsuitable for transportation. All baggage is subject to inspection by the TSA and HWA. *Each passenger is responsible for all duties, fees and charges related to his or her baggage.*
- 2. *Fragile, Perishable and High Value Items:*** You must declare and describe to HWA any item of baggage that is fragile, perishable or that has a value in excess of \$3,500.00 USD. HWA has the right to refuse to carry any such item on the flight. If either (a) you do not declare and describe any such item to HWA, or (b) HWA agrees to your request that any such declared and described item be carried on the flight after an initial assessment by HWA, such carriage will be at your sole risk, and HWA will have no responsibility or liability to you for any damages to such item occurring during the flight or the loading or unloading of the item on or from the aircraft, except as set forth in Paragraph 6 of this BAGGAGE section and as set forth in ADVICE TO INTERNATIONAL PASSENGERS ON LIMITATIONS OF LIABILITY section below, if applicable.
- 3. *Identification:*** HWA may refuse to accept for transportation any baggage that does not bear a tag, label or other device, acceptable to HWA in its discretion, with your name and address.
- 4. *No Liability:*** HWA will have no liability whatsoever for any of your baggage or other personal property: (a) carried on the aircraft in violation of any restrictions set forth in this

document, (b) outside of HWA's possession, including, but not limited to, baggage or personal property in the possession of Charterer, airport terminal operations, fixed base operators, transportation companies, shipping companies, hotels or inns; (c) delivered to HWA in damaged condition; (d) improperly packed; (e) damaged, lost or delayed due to a security search by or on behalf of local, state or federal agencies; or (f) misdirected or failure of delivery by any airport terminal or fixed base operator. **In addition, HWA does not have any liability for any items carried in the passenger cabin, except to the extent of damage caused by the negligence of the cabin crew to any such items, provided that such damaged item neither is prohibited for carriage by this Passenger Terms of Carriage nor is an item for which HWA has no liability as provided in Paragraph 2 or Paragraph 7 of this BAGGAGE section.**

5. ***Storage of Carry-on Baggage:*** All carry-on baggage or personal items must be properly stored on the aircraft in accordance with all applicable regulations of the FAA and requirements of HWA.
  
6. ***Limitation of Liability with respect to Personal Property and Baggage:*** **SUBJECT TO APPLICABLE LAW, WITH RESPECT TO DOMESTIC TRAVEL (TRAVEL PROVIDED SOLELY BETWEEN DESTINATIONS WITHIN THE UNITED STATES), HWA'S LIABILITY FOR THE DISAPPEARANCE OR LOSS OF, DAMAGE TO OR DELAY IN DELIVERY OF A PASSENGER'S PERSONAL PROPERTY OR BAGGAGE IN ITS CUSTODY IS LIMITED TO THE ACTUAL VALUE OF THE PROVABLE DIRECT DAMAGES INCURRED OR THE AMOUNT OF \$3,500.00 USD, WHICHEVER IS LESS. THE DOLLAR AMOUNT REFERENCED ABOVE IS SUBJECT TO CHANGE BY THE U.S. DEPARTMENT OF TRANSPORTATION.**
  
7. ***No Liability for Certain Items in Checked Baggage:*** Subject to applicability of certain international treaties with respect to checked baggage, HWA does not assume and has no liability for any of the following items contained in checked baggage, regardless of whether or not HWA knew or should have known of the presence of any such items: antiques, artifacts, artwork, books and documents, china, computers and other electronic equipment, computer software, fragile items, furs, heirlooms, keys, liquids, money, orthotics, surgical supports, perishable items, photographic, video and optical equipment, precious metals, stones or jewelry (including, without limitation, time pieces), securities and negotiable papers, silverware, samples, unique or irreplaceable items or any other similar valuable items. In addition, HWA does not assume and has no liability for musical instruments or recreational or sports items not packed in a hard-sided cases, except that a sport team Charterer's official team equipment may be packed in soft-cover containers or bags. If any such items are lost damaged or delayed, you will not be entitled to any reimbursement by HWA. **Do not attempt to check these items. Carry them with you in the passenger cabin (subject to carry-on baggage limitations). Please contact HWA at 682-831-0055 if you need assistance.**

8. ***Prohibited Items:*** Hazardous materials, firearms and ammunition are prohibited from being carried on the aircraft either in the cabin or in the cargo area unless specifically approved in writing by HWA. Examples of hazardous items (but not an exclusive list) are electronic cigarettes, lithium batteries (other than those installed in portable electronic devices), explosives, fireworks, aerosol sprays, flammables, oxidizers, toxins, radioactives and corrosives. **Carriage of prohibited items may result in fines or in certain cases imprisonment.**

## PASSENGERS.

1. ***Flight Crew Instructions:*** You must comply with all instructions and directions of the flight crew.
2. ***Refusal to Transport:*** HWA may refuse to transport you or may remove you from your flight at any point for any reason, including, but not limited to:
  - (a) Refusal by you to permit a search of your person or property for prohibited items;
  - (b) Refusal by you to produce positive identification upon request or otherwise timely comply with all screening and other requirements of the TSA or similar security screening agency of any other country;
  - (c) If your physical or mental condition is such that, in HWA's sole opinion, you are or may be unable or incapable of comprehending or complying with safety instructions without assistance;
  - (d) If your conduct is disorderly, abusive, violent or detrimental to other passengers, the crew or the aircraft or your attire is offensive or inappropriate (for example, no bare feet are permitted), as determined in the sole discretion of the flight crew;
  - (e) You appear to be intoxicated or under the influence of drugs;
  - (f) You attempt to interfere with the performance of the duties of any member of the flight crew, or you refuse to obey instruction from any flight crew member;
  - (g) You engage in any action, voluntary or involuntary, that might jeopardize the safety of the aircraft or any of its occupants; or
  - (h) Your non-compliance with any of the requirements or other provisions of this Passenger Terms of Carriage.

3. ***Damage to Aircraft:*** You will be responsible for any damage you cause to the aircraft, aircraft interior or aircraft components as a result of your acts, whether voluntary or involuntary, or your failure to obey the instructions of a member of the flight crew.
4. ***Injury to Occupants of Flight:*** You will be responsible for and will indemnify and hold HWA harmless for any bodily or personal injury or harm you inflict on another passenger or member of the flight crew.
5. ***Delay or Termination of Flight:*** HWA will have no liability to you for any damages, including any indirect, special, exemplary, consequential or incidental damages, for any delay, cancelation or termination of your flight for events beyond the reasonable control of HWA, as determined by HWA in its discretion.
6. Passenger Security, Safety and Health Risks. Some destinations expose passengers to heightened risks or safety and security, including but not limited to, crime, violence and terrorism and to certain health/disease risks. Information regarding those risks can be obtained at:

<http://www.state.gov>

<http://cia.gov>

<http://cdc.gov>

#### **ADVICE TO INTERNATIONAL PASSENGERS ON LIMITATIONS OF LIABILITY.**

1. PASSENGERS EMBARKING UPON A JOURNEY INVOLVING AN ULTIMATE DESTINATION OR A STOP IN A COUNTRY OTHER THAN THE COUNTRY OF DEPARTURE ARE ADVISED THAT THE PROVISIONS OF AN INTERNATIONAL TREATY (THE WARSAW CONVENTION, THE 1999 MONTREAL CONVENTION, OR OTHER TREATY), AS WELL AS A CARRIER'S OWN CONTRACT OF CARRIAGE OR TARIFF PROVISIONS, MAY BE APPLICABLE TO THEIR ENTIRE JOURNEY, INCLUDING ANY PORTION ENTIRELY WITHIN THE COUNTRIES OF DEPARTURE AND DESTINATION. THE APPLICABLE TREATY GOVERNS AND MAY LIMIT THE LIABILITY OF CARRIERS TO PASSENGERS FOR DEATH OR PERSONAL INJURY, DESTRUCTION OR LOSS OF OR DAMAGE TO BAGGAGE, AND FOR DELAY OF PASSENGERS AND BAGGAGE.
2. ADDITIONAL PROTECTION CAN USUALLY BE OBTAINED BY PURCHASING INSURANCE FROM A PRIVATE COMPANY. SUCH INSURANCE MAY NOT BE AFFECTED BY ANY LIMITATION OF THE CARRIER'S LIABILITY UNDER AN INTERNATIONAL TREATY. FOR FURTHER INFORMATION PLEASE CONSULT YOUR INSURANCE COMPANY REPRESENTATIVE.

3. IF THE WARSAW CONVENTION, THE MONTREAL CONVENTION OR OTHER INTERNATIONAL TREATY (COLLECTIVELY THE “CONVENTION”) IS APPLICABLE TO YOUR TRAVEL, SUCH CONVENTION MAY LIMIT THE LIABILITY OF HWA IN RESPECT OF (I) DEATH OF OR INJURY TO YOU, OUR PASSENGER, (II) DESTRUCTION OF, OR LOSS OF OR DAMAGE TO, YOUR BAGGAGE (CHECKED OR UNCHECKED), AND (III) DELAY OF YOU, OUR PASSENGER, OR YOUR BAGGAGE. SUCH LIMITATIONS ARE SET FORTH IN THE APPLICABLE CONVENTION AND MAY BE MODIFIED FROM TIME TO TIME PURSUANT TO THE TERMS OF SUCH CONVENTION. AS HWA’S PASSENGER, YOU WILL BE SUBJECT TO THE APPLICABLE CONVENTION’S LIABILITY RULES AND LIMITATIONS. IN ACCORDANCE WITH THE CONVENTION, WITH RESPECT TO ANY CLAIM, HWA (A) DOES NOT WAIVE ANY LIMITS OF LIABILITY; (B) RESERVES ALL DEFENSES AVAILABLE TO IT, INCLUDING, BUT NOT LIMITED TO, THE EXONERATION DEFENSE OF ARTICLE 21 OF THE WARSAW CONVENTION AND ARTICLE 20 OF THE MONTREAL CONVENTION; AND (C) RESERVES ALL RIGHTS OR RECOURSE AGAINST THIRD PARTIES.
  
4. IF YOUR TRAVEL IS SUBJECT TO THE MONTREAL CONVENTION (INCLUDING WITHOUT LIMITATION ARTICLE 20) AS OF THE DATE OF YOUR TRAVEL, THE APPLICABLE LIMITATIONS OF HWA’S LIABILITY UNDER THE CONVENTION ARE AS FOLLOWS:
  - a. DEATH OR INJURY OF PASSENGERS: IN THE CASE OF DEATH OR BODILY INJURY OF A PASSENGER CAUSED BY AN ACCIDENT ON BOARD THE AIRCRAFT OR DURING EMBARKING OR DISEMBARKING, HWA MAY BE LIABLE FOR DAMAGES SUSTAINED UP TO 128,821 SPECIAL DRAWING RIGHTS PER PASSENGER, AND HWA CANNOT EXCLUDE OR LIMIT THIS LIABILITY EXCEPT PURSUANT TO ARTICLE 20 OF THE CONVENTION.
  
  - b. WITH RESPECT TO DAMAGES THAT EXCEED 128,821 SPECIAL DRAWING RIGHTS, HWA WILL NOT BE LIABLE FOR DAMAGES IF HWA PROVES THAT:
    - i. SUCH DAMAGE WAS NOT DUE TO THE NEGLIGENCE OR OTHER WRONGFUL ACT OR OMISSION OF HWA OR ITS SERVANTS OR AGENTS; OR
  
    - ii. SUCH DAMAGE WAS SOLELY DUE TO THE NEGLIGENCE OR OTHER WRONGFUL ACT OR OMISSION OF A THIRD PARTY.

- c. **DELAY OF PASSENGERS:** HWA'S LIABILITY FOR DAMAGE CAUSED BY DELAYS IS LIMITED TO 5,346 SPECIAL DRAWING RIGHTS PER PASSENGER, PROVIDED:
- i. HWA SHALL NOT BE LIABLE IF IT PROVES THAT IT AND ITS SERVANTS AND AGENTS TOOK ALL MEASURES THAT COULD REASONABLY BE REQUIRED TO AVOID THE DAMAGE OR THAT IT WAS IMPOSSIBLE FOR HWA OR ITS SERVANTS AND AGENTS TO TAKE SUCH MEASURES; AND
  - ii. DAMAGES OCCASIONED BY DELAY ARE SUBJECT TO THE TERMS, LIMITATIONS AND DEFENSES SET FORTH IN THE MONTREAL CONVENTION.
- d. **DAMAGE, DELAY, DESTRUCTION OF LOSS OF BAGGAGE:** HWA IS LIABLE FOR DAMAGES SUSTAINED IN THE CASE OF THE DESTRUCTION OF, OR LOSS, DAMAGE TO OR DELAY OF CHECKED OR UNCHECKED BAGGAGE SUBJECT TO A LIMIT OF 1,288 SPECIAL DRAWING RIGHTS PER PASSENGER, AND ALSO SUBJECT TO THE FOLLOWING:
- i. WITH RESPECT TO CHECKED BAGGAGE, THE EVENT THAT CAUSED THE DESTRUCTION, LOSS OR DAMAGE MUST TAKE PLACE ON BOARD HWA'S AIRCRAFT OR DURING ANY PERIOD WITHIN WHICH THE CHECKED BAGGAGE WAS IN THE CHARGE OF HWA;
  - ii. WITH RESPECT TO CHECKED BAGGAGE, HWA IS NOT LIABLE IF AND TO THE EXTENT THAT THE DAMAGE RESULTED FROM THE INHERENT DEFECT, QUALITY OR VICE OF THE BAGGAGE;
  - iii. IN THE CASE OF DELAY OF CHECKED BAGGAGE, HWA SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR DELAY IF HWA, AND ITS SERVANTS AND AGENTS, TOOK ALL MEASURES THAT COULD REASONABLY BE REQUIRED TO AVOID THE DAMAGE OR THAT IT WAS IMPOSSIBLE FOR HWA OR ITS SERVANTS AND AGENTS TO TAKE SUCH MEASURES; AND
  - iv. WITH RESPECT TO UNCHECKED BAGGAGE, INCLUDING PERSONAL ITEMS, HWA IS LIABLE IF THE DAMAGE RESULTED FROM ITS FAULT OR THAT OF ITS SERVANTS OR AGENTS.
- e. **BAGGAGE GENERAL:** WITH RESPECT TO BAGGAGE, PLEASE NOTE THE FOLLOWING:

- i. ALL BAGGAGE CHECKED BY YOU SHALL BE CONSIDERED YOUR PROPERTY.
- ii. A PARTICULAR PIECE OF BAGGAGE, CHECKED OR UNCHECKED, SHALL NOT BE CONSIDERED TO BE THE PROPERTY OF MORE THAN ONE PASSENGER.
- iii. UNCHECKED BAGGAGE, INCLUDING PERSONAL ITEMS, IN YOUR POSSESSION AT THE TIME OF EMBARKATION SHALL BE CONSIDERED YOUR PROPERTY.
- iv. HWA IS NOT LIABLE FOR DESTRUCTION, LOSS, DAMAGE OR DELAY OF BAGGAGE NOT IN THE CHARGE OF HWA, INCLUDING BAGGAGE UNDERGOING SECURITY INSPECTIONS OR MEASURES NOT UNDER THE CONTROL AND DIRECTION OF HWA.
- v. IF YOU MAKE, AT THE TIME CHECKED BAGGAGE IS HANDED TO HWA, A SPECIAL DECLARATION OF INTEREST IN DELIVERY AT DESTINATION AND IF HWA, IN ITS SOLE AND ABSOLUTE DISCRETION, ACCEPTS SUCH SPECIAL DECLARATION AND YOU PAY A SUPPLEMENTARY SUM CHARGED BY HWA, HWA WILL BE LIABLE FOR THE DESTRUCTION, LOSS, DAMAGE OR DELAY OF SUCH CHECKED BAGGAGE IN AN AMOUNT NOT EXCEEDING THE DECLARED AMOUNT, UNLESS HWA PROVES THAT THE DECLARED AMOUNT IS GREATER THAN YOUR ACTUAL INTEREST IN DELIVERY AT DESTINATION.

**NOTE: A SPECIAL DRAWING RIGHT (“SDR”)** is a basket of currencies consisting of the Euro, the Japanese yen, the pound sterling, the Chinese renminbi, and the U.S. Dollar. As such, the value of the SDR changes daily as currencies fluctuate. The U.S. dollar value of the SDR is posted daily in the website of the International Monetary Fund. More information, including a conversion table, is available at [www.imf.org](http://www.imf.org).

THE FOREGOING “ADVICE TO INTERNATIONAL PASSENGERS ON LIMITATIONS OF LIABILITY” IS SUBJECT TO THE TERMS, CONDITIONS AND LIMITATIONS OF THE CONVENTION. THE TERMS, CONDITIONS AND LIMITATIONS OF THE CONVENTION SHALL SUPERSEDE AND PREVAIL OVER THE FOREGOING. HWA RESERVES ALL DEFENSES AND LIMITATIONS AVAILABLE TO IT UNDER THE CONVENTION. IN THE EVENT OF A DISPUTE OR INCONSISTENCY BETWEEN THE TERMS AND CONDITIONS OF THE





CONVENTION AND THIS PASSENGER TERMS OF CARRIAGE, AND INTERNATIONAL CARRIAGE IS INVOLVED, THE CONVENTION WILL CONTROL.