

# ENVYJET TERMS & CONDITIONS

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These EnvyJet terms & conditions govern access to the EnvyJet Platform for the facilitation of aircraft charter services.

These EnvyJet terms & conditions do not constitute a contract for Carriage by air. Contracts for carriage will be concluded between Members and aircraft operators and will be subject to operators' terms and conditions of carriage. EnvyJet is not a contracting or common Carrier.

To the fullest extent permitted by law, EnvyJet assumes no liability whatsoever in relation to the use of the EnvyJet platform, the Performance of an itinerary or related operation of aircraft.

## 1. DEFINITIONS AND INTERPRETATION

### 1.1. Unless the context otherwise requires, in these Member Conditions:

**Aircraft** means any aircraft for the time being operated by an Operator for the provision of an Itinerary;

**Booking Confirmation** means the electronic confirmation provided by EnvyJet to a Member detailing, inter alia, the Itinerary and Aircraft booked through the EnvyJet Platform;

**Charter Price** means the price payable by a Member for the charter of an Aircraft for performance of the Itinerary, including EnvyJet's Handling Charge. Unless otherwise confirmed in writing by EnvyJet the Charter Price shall not include (a) additional services (including any ground transport and helicopter transfers), (b) any increase in costs after the date of Booking Confirmation, including security costs, aviation insurance premiums, fuel, air passenger duty, airport charges or similar costs relating to the operation of the Aircraft or any part of the Itinerary, and (c) de-icing, weather-related or hangarage costs, airfield fire category upgrades, ~~access to VIP lounges and terminals~~, fuel stops or out of normal hours airport charges;

**Claims** has the meaning provided in Clause 7;

**Conditions of Carriage** means the Operator's general conditions of carriage for passengers and baggage, as accessible on EnvyJet's website;

**Control** means, in relation to a person who is not an individual (the Entity), being owned or controlled directly or indirectly (a) by another person who (i) holds (directly or indirectly) more than 50% of the shares or other ownership interests in the Entity or (ii) holds (directly or indirectly) more than 50% of the voting rights in the Entity or (iii) holds the right directly or indirectly to appoint or remove a majority of the board of directors of the Entity. Controlled shall be construed accordingly;

**Designated Person** means a person (being any individual, any other bodies with legal personality (such as companies), as well as organizations, associations or groups of persons) who (i) is the target of a sanctions regime in any jurisdiction (including without limitation a person or an entity that has been designated under regulations 5 and/or 6 of the Russia (Sanctions) (EU Exit) Regulations 2019) or has been included on the sanctions lists published by the UN Security Council Sanctions Committee, the Foreign Commonwealth & Development Office, the European Commission Financial Stability Financial Services, HM Treasury, the Office of Financial Sanctions Implementation and Capital Markets Union and/or the US Office of Foreign Assets Control or (ii) is a terrorist, a member of a foreign terrorist organization, a member of an organization that assists or provides support to a foreign terrorist organization, a proliferator of weapons of mass destruction, a narcotics trafficker or any other similar designation or (iii) is owned or Controlled (directly or indirectly) by, or acting for or on behalf of, countries targeted by the Sanctions;

**Empty Leg Charter** means a Member's charter of an Aircraft for an Itinerary that is wholly contingent upon the completion of a separate charter flight by a third party;

**Funds** means any funds received from the Member and/or the Passenger and which are within EnvyJet's possession or control;

**Handling Charge** means the charge imposed by EnvyJet in consideration for its role as intermediary in securing the Itinerary through the EnvyJet Platform, being the equivalent of 10% of the costs charged by Operator;

**Indemnities** means EnvyJet and, in relation to any company comprised within EnvyJet, its officers, directors, shareholders, employees, agents, and subcontractors;

**Itinerary** means the flight or series of flights booked through the EnvyJet Platform and shall include places of departure, places of destination, any stopping points and any departure and arrival times;

**Laws** means any laws, statutes, regulations, and codes relating to (a) anti-bribery, anti-corruption, anti-money laundering, terrorist financing, unfair and prohibited business practices (including but not limited to, the UK Bribery Act 2010, Sanctions and Anti-Money Laundering Act 2018 and the US Foreign Corrupt Practices Act), the Russia (Sanctions) (EU Exit) Regulations 2019 (in each case as amended from time to time) and/or (b) the Sanctions;

**Member** means any person registered with EnvyJet and so entitled to utilise the EnvyJet Platform;

**Member Conditions** shall mean these Fly EnvyJet Terms & Conditions;

**Operator** means the third party independent licensed air transport undertaking that is the actual operator of an Aircraft for the Itinerary as specified in the Booking Confirmation;

**Operator's Terms** means the terms pursuant to which the Aircraft is made available to a Member for the performance of the Itinerary, as accessible on EnvyJet's website;

**Passenger** means any person other than cabin or flight crew travelling on an Aircraft booked by a Member through the EnvyJet Platform;

**Parties** means, as the context may require, EnvyJet, Members and Passengers;

**Russian Citizen** means a citizen of Russia (which shall include without limitation any person who holds a Russian passport, whether or not they also hold a passport issued by another jurisdiction);

**Sanctions** means the political economic or trade restrictions (including without limitation travel bans) which have been implemented against target countries, groups and individuals by the relevant sanctions authorities, including, inter alia, the UN Security Council Sanctions Committee, the Foreign, Commonwealth & Development Office, the European Commission, Financial Stability, Financial Services and Capital Markets Union, the HM Treasury and the Office of Financial Sanctions Implementation and the US Office of Foreign Assets Control, with the explicit aim of maintaining or restoring international peace and security ;

**Supplementary Invoice** means an invoice for any costs, charges or expenses which arise out of the performance of the Itinerary but fall outside the scope of the Charter Price ;

**EnvyJet** means EnvyJet Sarl (a company incorporated in Côte d'Ivoire with company number **07115927**);

**EnvyJet Platform** means the aircraft charter brokerage platform available at [www.envyjet.com](http://www.envyjet.com), by telephone, email and through the EnvyJet app, by which EnvyJet makes certain information, reservation, payment and scheduling services available to Members in relation to their charter of aircraft from third party Operators.

1.2. In these Member Conditions:

- 1.2.1. except where the context makes it inappropriate, the masculine gender shall include the feminine and vice versa and the plural shall include the singular and vice-versa;
- 1.2.2. headings are given for convenience only and shall not affect interpretation;

1.2.3. In the event of any conflict between these Member Conditions and the Operator's Terms and/or Conditions of Carriage, these Member Conditions will prevail in so far as such conflict relates to the relationship between EnvyJet and its Members.

## 2. USE OF THE ENVYJET PLATFORM

- 2.1. Subject to Clause 2.4 below, Members may book aircraft charters through the EnvyJet Platform.
- 2.2. Members hereby engage and EnvyJet accepts such engagement to act as the Member's broker with regard to arranging charter services on behalf of the Member with a third-party Operator.
- 2.3. Members, confirm, acknowledge and agree that:-
  - 2.3.1. in making services available through the EnvyJet Platform, EnvyJet acts as solely as the agent for the Member and the intermediary between Members and Operators in arranging aircraft charters;
  - 2.3.2. EnvyJet does not and will not operate as an air carrier and it does not own, operate or maintain aircraft;
  - 2.3.3. these Member Conditions do not constitute a contract for carriage by air, and no such contract will be entered into between EnvyJet and Members;
  - 2.3.4. EnvyJet is not a contracting carrier for the purposes of the Montreal Convention 1999, nor is it a common carrier;
  - 2.3.5. all flights booked through the EnvyJet Platform are provided by third party Operators, with the contract of carriage in respect of such flights being entered into directly between an Operator and the Member (through EnvyJet acting as agent for the Member);
  - 2.3.6. carriage shall at all times be subject to the Operator's Terms and (where applicable) Conditions of Carriage;
  - 2.3.7. they are of sufficient legal age and capacity to enter into legally binding agreements, including these Member Conditions;
  - 2.3.8. they shall without delay make a copy of these Member Conditions, the Operator's Terms and (where applicable) the Conditions of Carriage available to all Passengers; and
- 2.4. A third party may not access the EnvyJet Platform or make bookings on behalf of a Member unless expressly authorised to do so by that Member and on the condition that such third party brings these Member Conditions, the Operator's Terms, the Conditions of Carriage (where relevant) and all communications from EnvyJet and/or the Operator to the express attention

of the Member without delay and obtains the Member's agreement to all such terms and communications.

### 3. AIRCRAFT CHARTERS

- 3.1. A Member may use the EnvyJet Platform to (a) submit an aircraft charter request for an on demand charter, or (b) express interest in a Shared Flight on presale, or (c) express interest in a Shared Flight on sale, or (d) express interest in an Empty Leg Charter. EnvyJet shall use its reasonable endeavours to offer a Charter Price accordingly.
- 3.2. A Member's acceptance of the Charter Price is deemed to occur upon the receipt by EnvyJet of a deposit of:
  - 3.2.1. 30% (thirty percent) of the Charter Price or any such other deposit as may be required by the relevant Operator, whichever is the greater, where the Itinerary commences more than 30 days of the request; or
  - 3.2.2. 100% (one hundred percent) of the Charter price where the Itinerary commences within 30 days of the request.
- 3.3. Subject to the continued availability of the Aircraft, upon acceptance of the Charter Price pursuant to Clause 3.2, EnvyJet shall issue the Member with a Booking Confirmation.
- 3.4. The balance of the total Charter Price is payable no later than 30 (thirty) days prior to the commencement of the Itinerary. Should the balance not be received within that timeframe EnvyJet shall (in its absolute discretion) be entitled to cancel the Itinerary and refund the deposit received less (a) a fee of 10% (ten percent) of the total Charter Price and (b) any cancellation fees due to the Operator in accordance with the Operator's Terms.
- 3.5. Members acknowledge and agree that the performance of an Empty Leg Charter is not guaranteed and is always conditional upon the primary charter (as giving rise to the empty leg) being operated. Should the primary charter be cancelled for any reason, the Empty Leg Charter will similarly be cancelled. In such circumstances EnvyJet will endeavour to inform the Member of such cancellation without delay, with the Member being entitled to a full refund of all funds paid to EnvyJet in relation to the Itinerary.

### 4. GENERAL TERMS

- 4.1. Where a Member requests any variation to the Itinerary or other terms of carriage as detailed in the Booking Confirmation, including but not limited to the carriage of additional Passenger or amendments to scheduled departure time(s), additional charges may be payable. Should EnvyJet

determine that additional charges are payable these shall be settled on demand by the Member named in the Booking Confirmation, failing which the requested variation(s) will not be actioned by EnvyJet.

- 4.2. EnvyJet may issue a Supplementary Invoice following completion of the Itinerary, which shall be settled on demand by the Member named in the Booking Confirmation.
- 4.3. Members and/or Passengers (as the case may be) shall be solely responsible for arriving at the specified check in point at the departure airport in sufficient time and for complying with the Operator's Terms and (where applicable) Conditions of Carriage, including but not limited to rules regarding luggage restrictions, the carriage of pets and on-board behaviour. To the extent a Member or any Passenger fails to comply with such terms, EnvyJet shall be under no liability whatsoever, nor shall it be under any obligation to make alternative travel arrangements for the Member and/or Passengers in the event of any resulting travel disruption. To the extent EnvyJet does elect to provide assistance in making alternative travel arrangements all associated costs shall be payable on demand by the Member named in the Booking Confirmation.
- 4.4. Members shall give EnvyJet all necessary information and assistance, including confirmation of the identity of all Passengers within any timeframe as may be stipulated by EnvyJet, in order that Operator can issue traffic documents as necessary and/or finalise arrangements for the performance of the Itinerary.
- 4.5. Members and Passengers are solely responsible for obtaining all required travel documents and visas (including, where relevant, pet passports) and for complying with all applicable customs, police, public health, immigration and other lawful regulation, laws, orders, demands, instructions and travel requirements in countries of departure, arrival or transit. All travel documents (including, where relevant, pet passports) shall be presented in sufficient time to complete departure procedures. EnvyJet shall have no liability whatsoever for a Member's or Passenger's failure to comply with this Clause 4.5.
- 4.6. Where an Operator makes EnvyJet aware of changes to an Itinerary (including the departure time(s)), EnvyJet shall endeavour to communicate such changes to the Member named in the Booking Confirmation.
- 4.7. Each Member shall at all times ensure that EnvyJet is provided with their current contact details, including but not limited to telephone numbers (landline and mobile) and a monitored email address. EnvyJet shall have no liability whatsoever for any losses sustained by a Member on account of EnvyJet's inability to contact them using their disclosed contact details. For

the avoidance of doubt, this includes any inability on EnvyJet's part to communicate changes to the Itinerary pursuant to Clause 4.6.

- 4.8. Should a Member elect not to use one or more flights forming part of an Itinerary, there shall be no entitlement to any refund from EnvyJet (partial or otherwise).
- 4.9. Members shall comply in all respects with the conditions of all permits, licences and authorities granted for the performance of the Itinerary and shall procure such compliance on the part of all Passengers.
- 4.10. Should an Aircraft be diverted to an alternative airport, be forced to return to base or suffer a technical failure, EnvyJet shall use its reasonable endeavours to provide assistance in sourcing alternative means of transport for the completion of the Itinerary, whether from the original Operator or an alternative Operator / transport provider. In arranging any such alternative transport with an alternative Operator / transport provider EnvyJet act solely as the Member's broker, with such transport being subject to the terms and conditions of the relevant Operator / transport provider. Unless otherwise agreed by EnvyJet, the cost of any such alternative transport shall be for the account of the Member named in the original Booking Confirmation, with any such costs to be settled in full prior to the commencement of any alternative transportation.
- 4.11. In the event that:
  - 4.11.1. an Aircraft is detained (whether lawfully or otherwise) by any third party (including but not limited to detention by any governmental, aviation or airport authority, overflight authority or by way of lien or requisition for hire or otherwise) whereby making completion of the Itinerary impossible; or
  - 4.11.2. the Operator or the relevant Aircraft has an administrator, receiver, trustee or other similar person acting on behalf of a lawful authority, appointed over all or part of its assets or business and as a result the Operator is unable to perform the Itinerary at the same cost; or
  - 4.11.3. the Operator becomes insolvent, enters into voluntary liquidation, or is compulsorily wound up;

EnvyJet shall use its reasonable endeavours to source an alternative Operator who is able to operate the Itinerary (or remaining parts thereof) at a similar cost. A Member shall be entitled to accept or decline any such alternative transportation. Should such an offer be declined, or should no alternative transportation be available, the Member shall be entitled to a refund from EnvyJet of all funds paid in relation to the Itinerary except as regards monies which have already been paid to the Operator, for which the Member's sole

recourse lies against the Operator. Should such an offer be accepted, the Member shall, unless otherwise agreed by EnvyJet, be liable for any associated costs exceeding the balance (if any) of the Member's funds held in EnvyJet's client account.

4.12. Members acknowledge and agree that the captain of the relevant Aircraft is entitled to take all necessary safety precautions at any time, including but not limited to the full authority to make decisions regarding payload (passengers, luggage and cargo), planned route, flight timings, the sufficiency of weather conditions for safe flight and ultimate landing destination.

## 5. PAYMENT

5.1. The following payment methods are accepted by EnvyJet:

5.1.1. Bank transfers (available for Charter Price only);

5.1.2. debit or credit cards;

5.1.3. such online payment systems as advised on EnvyJet's website from time to time (please see the Frequently Asked Questions section on EnvyJet's website for further information);

5.2. All prices will be quoted and must be settled in Pounds Sterling, Euros or United States Dollars (as applicable).

5.3. All sums payable to EnvyJet pursuant to these Member Conditions, including the Charter Price and any Supplementary Invoice, shall be due in full, with any bank transfer fees and exchange charges being for the payee's account.

5.4. Members paying by way of debit or credit card acknowledge that a transaction limit may apply. In such circumstances a member of EnvyJet's operations team will contact the Member to advise the best method for payment of the balance due.

5.5. Funds received from the Member by EnvyJet in respect of the Charter Price will (net of the Handling Charge) be held in one or more designated client deposit accounts (Client Deposit Accounts), pending payment of the relevant sums to the Operator. Such funds in the Client Deposit Accounts shall be held on trust for the Member and shall only be used for the specific purpose of paying the Operator or refunding the Member pursuant to the terms of these Member Conditions and the Operator's Terms.

5.6. In the event of a Member cancelling their confirmed booking prior to the commencement of the Itinerary, funds held on trust by EnvyJet will be refunded to the Member, less any cancellation fees payable to the Operator pursuant the Operator's terms and EnvyJet's Handling Charge.



- 5.7. In the event that the monies held in the Client Deposit Accounts attract interest, that interest shall accrue to the benefit of EnvyJet and not the Member or any other third parties, regardless of whether or not the monies are due to be refunded or repaid to the Member.
- 5.8. Members shall pay all sums due under the Member Conditions (including the Charter Price and any Supplementary Invoice) in full without any right of set-off, deduction or counterclaim.

## 6. LIABILITY AND INDEMNITY

- 6.1. SAVE AS OTHERWISE PROVIDED IN THESE MEMBER CONDITIONS, AND TO THE FULLEST EXTENT PERMITTED BY LAW, ENVYJET AND ITS INVESTORS, SHAREHOLDERS, OFFICERS, DIRECTORS, AFFILIATES, AGENTS, CONTRACTORS, ATTORNEYS AND THIRD PARTY SERVICE PROVIDERS AND EACH OF THEIR RESPECTIVE EMPLOYEES (TOGETHER INDEMNITEES) SHALL HAVE NO LIABILITY WHATSOEVER FOR ANY INJURY, DEATH, LOSS, CLAIM, DAMAGE, ACCIDENT, DELAY OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, WHETHER BASED IN CONTRACT, TORT OR OTHERWISE, IN ANY WAY ARISING OUT OF OR IN CONNECTION WITH A MEMBER'S USE OF OR ANY AIR TRAVEL OR OTHER SERVICES BOOKED THROUGH THE ENVYJET PLATFORM, INCLUDING BUT NOT LIMITED TO:-
  - 6.1.1. ANY ERRORS OR DELAYS IN RESPONDING TO A MEMBER'S CHARTER REQUEST;
  - 6.1.2. EQUIPMENT (INCLUDING AIRCRAFT) BREAKDOWN OR ANY HARDWARE, SOFTWARE OR TRANSACTION MALFUNCTION; AND
  - 6.1.3. THE PERFORMANCE, PARTIAL PERFORMANCE, NON-PERFORMANCE OR DELAYED PERFORMANCE OF (A) THE ITINERARY BY THE OPERATOR OR (B) ANY ALTERNATIVE TRANSPORT ARRANGED BY ENVYJET, INCLUDING ANY ACCIDENT OR INCIDENT OCCURRING DURING THE COURSE OF CARRIAGE;
  - 6.1.4. ANY ACT, NEGLIGENCE, DEFAULT, OMISSION OR NEGLIGENCE OF OPERATOR, ANY ALTERNATIVE TRANSPORT PROVIDER OR ANY OF THEIR RESPECTIVE EMPLOYEES OR AGENTS;
  - 6.1.5. ANY ACT, NEGLIGENCE, DEFAULT, OMISSION OR NEGLIGENCE OF A MEMBER OR PASSENGERS.
- 6.2. Members expressly agree that their sole recourse for claims arising out of performance of the Itinerary or any part thereof (including delayed, partial or non-performance) shall be against the Operator.

- 6.3. If, notwithstanding the provisions of this Clause 6, the Indemnitees have any liability to a Member, such liability shall (to the fullest extent permitted by law) not exceed a sum equivalent to the Charter Price.
- 6.4. To the fullest extent permitted by law, each Member shall hold harmless and indemnify the Indemnitees from and against all claims, demands, liens, judgments, penalties, awards, remedies, liabilities, damages, actions, proceedings, costs and expenses (including, but not limited to, legal costs) of whatsoever nature (together Claims) and howsoever and whensoever arising out of or in connection with its use of the EnvyJet Platform, including but not limited to:-
- 6.4.1. any breach by the Member of these Member Conditions;
  - 6.4.2. the carriage of the Member's Passengers, including their conduct on-board the Aircraft, the adequacy of their travel documentation and their non-compliance with these Member Conditions, the Operator's Terms, the Conditions of Carriage and all other rules and regulations as may be applicable to their carriage by air;
  - 6.4.3. damage to an Aircraft caused by the Member, Passengers or pets;
  - 6.4.4. the performance, partial performance or non-performance of the Itinerary;
  - 6.4.5. any breach or default under the contract of carriage concluded between the Member and Operator, including Operator's Terms or Conditions of Carriage;
  - 6.4.6. any Claims by the Operator in relation to cancellation fees payable under the Operator's terms and/or Conditions of Carriage;
  - 6.4.7. any other losses being the subject of Clauses 6.1.1 - 6.1.5 above. save that an Indemnatee shall not be held harmless or entitled to any indemnification in relation to Claims arising out of its own gross negligence or wilful misconduct.
- 6.5. Strictly without prejudice to any other rights they may have, the Indemnitees expressly reserve any and all rights available at law to seek recourse against Passengers for any Claims arising out of their carriage on an Aircraft.
- 6.6. To the extent a third party accesses the EnvyJet Platform or makes bookings on behalf of a Member, that third party shall hold harmless and indemnify the Indemnitees from and against all Claims howsoever and whensoever arising out of or in connection with that third party's use of the EnvyJet Platform, including but not limited to any failure to comply with Clause 2.4.

## 7. MISCELLANEOUS

- 7.1. These Member Conditions set out the entire agreement and understanding between the Parties as regards the charter of aircraft through the EnvyJet Platform. No Party has relied upon representations made to it by another Party, whether written or oral, except as is expressly contained in these Member Conditions.
- 7.2. No failure by EnvyJet to exercise and no delay by EnvyJet in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law.
- 7.3. Members shall not be entitled to assign their benefits under these Member Conditions.
- 7.4. EnvyJet may at any time amend these Member Conditions in its absolute discretion. Existing bookings shall remain subject to the Member Conditions in force at the time of booking.
- 7.5. A person who is not a Party to these Member Conditions shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 7.6. A person who is not a Party to these Member Conditions shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 7.7. The Charter Price, payment terms and other commercial terms contained in the Booking Confirmation are confidential to the Parties and may not be disclosed to third parties without EnvyJet's prior approval.
- 7.8. Time shall be of the essence in respect of a Member's performance of its obligations under these Member Conditions.
- 7.9. EnvyJet may in its absolute discretion revoke any Member's membership with immediate effect.
- 7.10. EnvyJet's collection, processing and use of personal data in relation to these Member Conditions and the EnvyJet Platform is subject to the terms of EnvyJet's Privacy Policy, available at [www.flyEnvyJet.com/en-gb/terms](http://www.flyEnvyJet.com/en-gb/terms).

## 8. LAW AND JURISDICTION

- 8.1. These Member Conditions and any non-contractual obligations arising out of or in connection with them shall be governed by and construed in accordance with English law.

8.2. The courts of England shall have exclusive jurisdiction to adjudicate any dispute which arises out of or in connection with these Member Conditions, provided that EnvoyJet shall be entitled to take proceedings relating to these Member Conditions in any other jurisdiction.

## 9. PROHIBITED CONDUCT AND SANCTIONS

9.1. The Member hereby represents, warrants, undertakes and acknowledges that:

- 9.1.1. they shall at all times comply and remain in compliance with all applicable Laws and shall procure that each Passenger complies and remains in compliance with all applicable Laws;
- 9.1.2. any funds or monies paid to EnvoyJet in connection with a Booking Confirmation shall not have been derived as proceeds of money laundering, terrorist financing and/or of any other illegal or criminal act or activity;
- 9.1.3. the Member and all Passengers (or their respective employees, directors, owners, shareholders or affiliates) are not a Russian Citizen or a Designated Person;
- 9.1.4. neither the Member nor any of the Passengers have been convicted of a criminal offence related to human rights violations, terrorism, or to fraud, theft, bribery, corruption, money laundering, terrorist financing or other financial impropriety;
- 9.1.5. they will not (and shall procure that none of the Passengers will) engage in or facilitate any activity that could lead EnvoyJet to breach any applicable Laws or Sanctions;
- 9.1.6. they are under an obligation to promptly disclose to EnvoyJet if the Member and/or any of the Passengers (or their respective employees, directors, owners, shareholders or affiliates) becomes a Designated Person;
- 9.1.7. the baggage and cargo of the Member and that of any of the Passengers will not violate any applicable export control laws or include, inter alia, any arms or related material or any weapon of mass destruction;
- 9.1.8. any and all information and documentation provided by the Member to EnvoyJet in connection with the Booking Confirmation is complete, true and accurate; and
- 9.1.9. EnvoyJet may be required by applicable economic or trade sanction laws or regulations or Laws to block or freeze Funds. Such blocking or freezing of Funds by EnvoyJet shall be affected without any liability to the Member and/or any Passenger.

- 9.2. EnvyyJet may, without liability to the Member, any of the Passengers or to any other person, deal with and remit any Funds blocked or frozen under these Member Conditions in such manner as prescribed by the applicable economic or trade sanction laws or regulations or Laws and/or as prescribed to EnvyyJet by any relevant authority.
- 9.3. EnvyyJet may, without liability to the Member, any Passenger or to any other person, refuse to procure the Aircraft if, in the sole and absolute judgement of EnvyyJet, the operation of the Aircraft may (a) result in the violation (in any jurisdiction) of any Sanction or (b) bring EnvyyJet into disrepute or (c) otherwise prejudice EnvyyJet's interests.
- 9.4. The Member hereby consents and gives permission (and shall procure that all Passengers consent and give permission) to EnvyyJet to carry out due diligence or other screening activities (including background checks) on the Member and Passengers. Moreover, and without prejudice to the foregoing, the Member shall (and shall procure that all Passengers shall) promptly provide to EnvyyJet any and all information and documentation reasonably requested by EnvyyJet at any time in order for EnvyyJet to be able to perform its due diligence, screening, and assessment processes and procedures to ensure that neither the Member nor any Passenger nor the Itinerary violates any applicable Laws or Sanctions.
- 9.5. EnvyyJet may (without prejudice to any other rights that EnvyyJet may have other law or otherwise) cancel a booking make by the Member through the EnvyyJet Platform by means of written notice to the Member, with immediate effect, without need of judicial recourse, and without liability for compensation or damages (whether direct and/or indirect) of any type or nature in favour of the Member or any Passenger, in the event that there is a breach by the Member or any Passenger of this Clause.
- 9.6. The Member assumes all liability and shall indemnify, reimburse, and hold free and harmless each Indemnatee, from and against any and all claims, demands, suits, judgments, losses, fines, penalties, damages, costs, liabilities and causes of action, including costs and expenses incidental thereto, incurred or suffered by any Indemnatee by reason of or in connection with a breach or deemed breach by Member of any representation, warranty, undertaking or acknowledgement set out in this Clause. For the avoidance of doubt, this indemnity shall survive the cancellation by the Member of a confirmed booking prior to the commencement of the Itinerary.

***Last updated July 2022.***

***We suggest that you check back here for updates, as we will update this policy from time to time.***