

Terms of Usage Stichting EXPLOITATIE CATALINA PH-PBY: VERSION NOV. 2016

1. By requesting participation on a flight the passenger agrees with the, by the Stichting Exploitatie Catalina PBY, set Terms and Conditions.
2. Registration for flights takes place by completing the form via our booking system, in writing or by telephone. Upon receipt of your booking and payment, you will receive a confirmation of the booking by e-mail. If you book by telephone or in writing, you will receive a final written confirmation after receipt of your payment. You will receive the tickets at the check-in, 1 ½ hours before departure, on presentation of the tickets reservation confirmation;
3. Any order received by telephone, in writing, verbally or by e-mail is considered to be a definitive order for reservation; payment must be made by return. Failure or late payment, the Foundation has the right to deny access to the aircraft and participation in the flight;
4. Passengers must follow instructions from our staff members, staff members from Lelystad Airport and platform staff at all time;
5. The persons mentioned in article 4 or others are not authorized to change any provision of this agreement or to ignore it; this can only be done by the responsible captain;
6. Any exclusion or limitation of liability of the Stichting Exploitatie Catalina PBY will apply to be on or benefit staff members and representatives of the Foundation;
7. The final confirmation, which is sent after payment, is valid for the indicated flight and on the specified flight date. The flight price must be in advance paid;
8. Cancellation costs:
 - more than 28 days before departure € 10, - per reservation.
 - From 28 days to 14 days before departure 50% of the flight price.
 - From 14 days to 7 days before departure 75% of the flight price.
 - From 7 days to the day of the flight 100% of the flight price.
 - Date of receipt by the Foundation counts as notification date.
9. Subrogation:

In the event of cancellation of one or more passengers, the client has the right to register replacement passengers for the reserved places, whereby the client remains responsible for the payment of the flight price. Up to 14 days before the date of departure, the costs for this will be €10 per change. After this €25 per passenger;
10. Given the developments in the fuel prices, a fuel surcharge can be applicable. This fuel surcharge can never exceed 5% of the flight price. If the surcharge is applied, it must be paid at the check-in desk.
11. Price increases of more than 5% entitle the passenger to a free of charge cancellation.
12. If a flight is cancelled by the Foundation, based on the General Conditions Stichting Exploitatie Catalina PBY, a new date for the flight will be agreed in consultation between the Foundation and the passenger. If this cannot be determined in the short term, the passenger is entitled to one voucher with which a flight can still be made in the current calendar year, or in the next calendar year.

In exceptional circumstances, where the passenger is unable to use the voucher during the period, for example due to illness or if the passenger is not resident in the Netherlands, a refund of the voucher can be obtained through the Foundation's treasurer.

13. To participate on our flight, you must be able to identify yourself.

We wish you a pleasant flight!

General Conditions Stichting EXPLOITATIE CATALINA PH-PBY VERSION NOV .2016

1. The presented air transport takes place under the Rule Historical Aviation dd. October 25, 2004. The passenger must, before initiating a flight, be equipped with a ticket and a valid ID. Passengers are obliged to keep the ticket with them throughout the flight. This evidence must be produced at the request of staff responsible for these checks;
2. These general terms and conditions are in addition to the general terms and conditions that apply to any flight booked through a principal or organization issuing reservations. Their booking conditions are also applicable, if not contrary to these conditions.
3. Stichting Exploitatie Catalina PBY flies only with benefactors of the foundation, according to the Handbook Historical Aviation of the National Federation of Historical Aviation. This means that it only flies with donors, sponsors and their relations with the aim of preserving historical aviation.
4. Stichting Exploitatie Catalina PBY reserves the right to cancel scheduled flights for reasons including;

Weather conditions

- a. The PH-PBY only flies when weather conditions permit. Insufficient visibility to fly safely or too much wind are examples of reasons to delay or cancel the flight;
- b. If it is flown, it is possible that the weather does not permit making a water landing or water relaunch. The possibility of this depends on waves, visibility and wind force / direction;
- c. It not being possible to make a water landing is not a reason to cancel the flight;
- d. The captain determines the acceptability of the weather conditions and has the right to cancel the flight or modify the route.

Technical conditions

- a. Stichting Exploitatie Catalina PBY reserves the right to cancel the flight because of technical conditions;
- b. Due to technical circumstances, a flight can be delayed, without immediately being cancelled;

Other conditions

- a. The Catalina departs only with a minimum of 14 paying passengers; below this number the Stichting Exploitatie Catalina PBY is entitled to cancel the flight;
 - b. Any reason that, according to the captain, may reduce the safety of the flight, may cause the flight to be delayed or cancelled.
5. In case of pregnancy or health problems of the passenger, Stichting Exploitatie Catalina PBY does not accept any risk; the passenger travels entirely on their own responsibility.
 6. Stichting Exploitatie Catalina PBY accepts due to safety considerations
 - a. No passengers younger than 6 years and
 - b. No passengers who are insufficiently mobile or who, due to physical circumstances, can pose a danger emergency situations.
 7. Stichting Exploitatie Catalina PBY will try to fly the passenger to the best of its ability according to the pre-specified flight schedule. Dates and times listed in the final confirmation or elsewhere are not guaranteed and form no part of the obligations of Stichting Exploitatie Catalina PBY, nor other clients. Costs and damages resulting from the non-execution of a flight or from a necessary change of the flight schedule are for the account of the passenger;

8. Luggage:
 - a. Passengers can only take personal items of small dimensions as hand luggage, such as a handbag, photo, film and video equipment of limited size. size;
 - b. Objects other than those mentioned, such as aids that passengers need to travel, may only be taken on board after approval of the captain taking into consideration art.6.b.; this article also applies on these objects;
 - c. In the event of damage to luggage or partial loss of luggage, the passenger must report this immediately; In addition, a written statement of liability must be filed with the Stichting Exploitatie Catalina PBY immediately after discovery thereof, or at the latest within 7 days after leaving the aircraft after the flight;
 - d. It is forbidden to carry dangerous goods on the plane, such as:
 - explosive substances, eg ammunition, fireworks;
 - irritating or malodorous gases;
 - compressed gases, eg oxygen, butane, propane (gas bottles, -cartridges);
 - corrosive substances, eg acids, alkalis, batteries, mercury;
 - fire hazardous substances, eg acetone, a filling for lighter, petroleum ether, wax matches;
 - magnetic fabrics;
 - oxygen-rich substances, eg bleaching powder, nitrates, peroxides;
 - poisons, eg arsenic, cyanides, some insecticides;
 - radioactive fabrics;
 - firearms or other offensive-looking articles;
 - e. Possession, transport and / or possession of firearms, replicas of weapons, daggers (cutting) knives and other offensive looking articles in the cabin is forbidden;
 - f. It is forbidden to use electronic equipment on board, such as portable telephones, laptops and radios etc.
 - g. Smoking and / or open fire is not permitted on the platform, in or in the vicinity of the aircraft.

9. You are insured during the flight according to the new European Regulation, EC No 785/2004, regarding insurance requirements for air carriers and operators of aircraft.

By agreeing to these terms and conditions you declare that you are aware of the following: The operation of historical aircraft, which fly under the Historic Aviation Regulations (Regeling Historische Luchtvaart), is carried out under the stringent European and Dutch safety rules.

The design of such aircraft dates from several decades ago and the design requirements for aircraft that were in force at the time, are not at the same high level as today. Prior to the flight, each passenger is deemed to have read these conditions and to sign for agreement.