Terms and conditions

TERMS AND CONDITIONS OF SERVICE CATCH-A-JET B.V.

Through its platform, Catch-a-Jet brings travelers who want to fly with a private jet and operators of such jets together. Catch-a-Jet solely provides online flight search services to its users and, if the user decides to book a flight, intermediary services. Through Catch-a-Jet's services, the user enters into a direct contractual relationship with the operator of the flight. The flight is provided by that operator and is subject to the operator's terms and conditions.

1. General

1.1   In these terms and conditions of service, the following expressions shall have the following meanings:

Catch-a-Jet: Catch-a-Jet B.V., a limited liability company incorporated under the laws of the Netherlands, having its registered address at, 8162 PV, Veldkampweg 6 in Epe, the Netherlands, registered with the Trade Register of the Dutch Chamber of Commerce under number 83391401;

Platform: the (mobile) website and app, owned and controlled by Catch-a-Jet, on which the Service is made available to the User;

Operator: the (independent) operator that holds a valid Air Operations Certificate and that offers Flights to Users through the Platform;

Offer: the price quoted for a Flight;

Flight: the flight to be carried out on the chosen itinerary;

Flight Data: information about a flight, including the Offer and the type of aircraft, displayed on the Platform;

Services: the online search, booking, and payment services concerning Flights, offered by Catch-a-Jet through the Platform;

User: the person using the Platform to find, book, and pay for a Flight.

Booking: the booking and payment of a Flight by User.

1.2   These general terms and conditions shall apply to the Services and the access and use of the Platform by the User.

1.3   By accessing and using the Platform and/or the Services, the User acknowledges and agrees to have read, understood, and agreed to these terms and conditions.

1.4   Catch-a-Jet has the right to amend these terms and conditions, at any time and Catch-a-Jet's discretion. Whenever Catch-a-Jet has amended these terms and conditions, it will inform the User thereof by showing the amended terms and conditions on its Platform. Thereafter, the User shall only be able to access and use The Services and Platform after actively agreeing to the applicability of the amended terms and conditions.

2. Access to and use of the Services and Platform

2.1   The User is granted a non-exclusive and non-transferable license to download, access, and use the Services and the Platform.

2.2   Access to and use of the Platform is free of charge for the User.

2.3   The User may access and use the Services and the Platform for personal, non-commercial purposes only.

2.4   Catch-a-Jet has the right at all times to put the Platform out of operation temporarily for maintenance or the implementation of changes or updates.

   2.5   User agrees:
   • Not to sell, transfer, rent, lease, or sub-license the Services and/or the Platform to any third party;
   • Not to alter or modify the Platform or to reverse engineer, disassemble, decompile, or attempt to derive source code from any software contained in or available via the Platform; and/or
   • Not to prepare derivative works from the Platform.

3. Services

3.1   Catch-a-Jet solely provides the Services to the User, which facilitates the User to make Bookings. Catch-a-Jet does not offer and provide Flights, as Catch-a-Jet is not a travel agent, operator, or airline.

3.2   If and when the User decides to book a Flight through the Platform, an agreement for the provision of intermediary services between the User and Catch-a-Jet is concluded. These services are free of charge for the User. The Operator shall however be obliged to pay Catch-a-Jet a commission, each time a User books a Flight with the Operator through the Platform.

4. Offers: prices and other flight information

4.1   Offers are made by the Operators. Operators set their prices for the aircraft they have available and which the Operators would like to offer to the User. Catch-a-Jet does not influence Offers whatsoever.

4.2   Catch-a-Jet is explicitly not responsible for providing, setting, or controlling Flight Data. All Flight Data is provided by the Operator. The Operator has the sole responsibility for ensuring that all disclosed Flight Data is correct and – if necessary – to update that Flight Data if rates, availability, and/or other conditions have changed.

4.3   By enforcing Flight Data accuracy obligations to the Operator, Catch-a-Jet does its best to ensure that the Flight Data disclosed by Operators is correct at all times. However, Catch-a-Jet is never obliged to and will not verify if the Flight Data is accurate, reliable, complete, or correct.

4.4   Offers always show the total price to be paid by the User to the Operator. Therefore, the prices include applicable taxes, levies, fees, and normal operational costs (such as fuel, ~~oil,~~ and crew accommodation, handling agent fees, landing fees, and the like). The following services may incur extra costs; additional assistance for passengers with reduced mobility, catering, transport to/from departure and arrival airport, etc. The operator who carries out the Empty Leg- or Hot deal of the day flight can provide you with more details and the payment for any extra services.

5. Bookings and Flights

5.1   A Booking is made with the Operator. Therefore, when Booking a Flight, the User enters into a direct contractual relationship with that Operator. The Flight is provided by and subject to the terms and conditions of that Operator, which terms and conditions – together with all relevant information about the Operator – are shown on the Platform before actually making a Booking. By completing the Booking, the User agrees with the applicability of the Operator's terms and conditions.

5.2   Catch-a-Jet collects the amounts owed by the User to the Operator on behalf of the Operator, through secure third-party payment processors. Each payment made by the User through the Platform, making use of such a secure third-party payment processor, will therefore be transferred to Catch-a-Jet first, after which Catch-a-Jet will transfer the amount paid (minus the commission that is owed by the Operator to Catch-a-Jet for that Booking) to the Operator. The payment made by the User will constitute a (partial) fulfillment of its payment obligation under the agreement with the Operator.

5.3   After making a Booking, the Operator will send the User an email with the confirmation of the Booking, all travel requirements, and all other information the Operator is obliged to disclose to the User according to (European) statutory law. The Operator shall also request the User to send all required passport details for all passengers. The User will receive an email from Catch-a-Jet as well, to confirm on its behalf that the Platform has been used by the User to make a Booking. Besides sending this email, Catch-a-Jet will have no contact with the User regarding the (operation of the) Flight.

5.4   Catch-a-Jet is not responsible for the fulfillment of the obligations under the agreement between the Operator and the User in any way. Catch-a-Jet is also not responsible for (the offering of) a substitute Flight in the event the Operator is not able to carry out the Booking, for any reason (including but not limited to in the event of bankruptcy of the Operator). The User must contact the Operator in case of complaints, problems, issues, or the like.

5.5   The Operator might reserve the right to substitute the aircraft for an aircraft of similar or less capacity in the event the aircraft becomes unavailable or unserviceable. This right and the rights the User has in this regard should be described in the Operator's terms and conditions. In any event, the Operator has a best-efforts obligation to substitute the aircraft with a similar type of aircraft and to maintain the services contracted for. The User shall be informed by the Operator of any such change before departure with as much notice as possible. The User will in no event be charged for additional costs due to the substitution of the aircraft.

5.6   The Operator might reserve the right to change the date and/or time of departure in certain situations. This right and rights the User has in this regard should be described in the Operator's terms and conditions. The User shall be informed by the Operator of any such change before departure with as much notice as possible. In the event the Operator changes the date of departure or date of arrival, the User shall have the right to cancel the Booking and to receive a full refund. As the User's contractual counterparty, the Operator is solely responsible for repaying the amount paid by the User.

5.7   The Operator has the right to cancel the flight due to technical deficiencies and/or significant weather preventing the Flight from being completed safely within the operational approvals and aircraft limits. The Operator might also reserve the right to cancel the Flight due to cancellation of the preceding/following chartered flights. In such an event, the Operator is obliged to reimburse the User the total price paid for the Flight. As the User's contractual counterparty, the Operator is solely responsible for repaying the amount paid by the User.

6. No guarantees for Flight Data accuracy and availability of the Platform

6.1   The Services and the Platform are provided on an "as is" basis. The use of the Services and the Platform is entirely at risk for the User.

6.2   Catch-a-Jet only provides access to the Flight Data. As the Flight Data is disclosed exclusively by third parties (Operators), Catch-a-Jet does not guarantee the accuracy, reliability, completeness, and/or correctness of the Flight Data.

6.3   Catch-a-Jet does not guarantee that the Platform:
* Will be available at all times or will operate without interruptions;
* Will be free from errors and defects; and
* Will be secure and free from viruses or malware.

6.4   Catch-a-Jet will make every effort possible to resolve and correct any problem that has arisen and that prevents the user from accessing and using the Services and Platform as soon as possible.

7. Limitation of liability and indemnification

7.1   Since the User concludes an agreement with the Operator directly and the Operator therefore is responsible for carrying out the Flight, Catch-a-Jet is not liable for any damages and costs of the User resulting from any act or omission of an Operator and/or third parties assigned by the Operator to carry out the Flight or certain services before, during or after the Flight.

7.2   The User indemnifies and holds Catch-a-Jet harmless against claims of the Operator and/or any third party who states that it has suffered damages as a result of acts and/or omissions of the User or any of its fellow passengers before, during, and/or after the Flight, for which acts and/or omissions the User and/or its fellow passengers are liable.

7.3   Catch-a-Jet is not liable for damages and costs as a result of:
* Inaccuracies or omissions in the Flight Data and/or other (advertorial) content from third parties displayed on the Platform;
* The inability to access or use the Services or the Platform; and
* Force majeure situations occurring on Catch-a-Jet's part as well as on the Operator's part.

7.4   In any event, Catch-a-Jet's liability arising out of or in connection with the access to and the use of the Services and Platform (free of charge) shall be limited to an amount of EUR 500,- (five hundred euros).

8. Intellectual property rights

All intellectual property rights and/or comparable rights to (the content of) the Platform, including the underlying software, functionalities, texts, graphics, logos, images, and sounds, are vested in Catch-a-Jet and/or Catch-a-Jet's licensors. Nothing in these terms and conditions extend to the full or partial transfer of such rights to the User.

9. Privacy

When using the Services and the Platform, Catch-a-Jet might process personal data. When processing personal data, Catch-a-Jet acts according to the General Data Protection Regulation and its privacy policy. This privacy policy is included in Catch-a-Jet's privacy statement, which can be consulted in the Catch-a-Jet APP.

10. Applicable law and dispute resolution

10.1   The legal relationship between Catch-a-Jet and the User shall be governed by and construed by the laws of the Netherlands.

10.2   Disputes between Catch-a-Jet and the User shall exclusively be submitted to the competent court in Utrecht, the Netherlands.

10.3   In the event the User is domiciled outside the European Economic Area, Catch-a-Jet may at its sole discretion submit disputes to arbitration by the Arbitration Rules of the Netherlands Arbitration Institute. The arbitral tribunal shall be composed of one arbitrator. The arbitral tribunal shall be appointed according to the list procedure. The place of arbitration shall be Utrecht, the Netherlands. The proceedings shall be conducted in the Dutch language.