



Terms and Conditions VIP Service

1. General

1.1 Kurz Aviation Services GmbH (hereinafter referred to as "KAS") provides the VIP service in accordance with the descriptions set out in the currently valid price list. These may be requested from KAS and/or are available on our website (www.kunz-aviation-service.com).

1.2 These terms and conditions apply exclusively to the VIP service. Any deviating terms and conditions of the client shall not apply unless KAS expressly agrees to their validity in writing.

1.3 Individual additional services that are not part of the service description require a separate agreement and shall be charged separately.

1.4 Use of the VIP service does not exempt the client from compliance with official regulations, in particular security, passport and customs checks, unless a special exemption has been granted by the relevant authorities.

1.5 The client remains responsible at all times for ensuring that all travellers have the correct travel documents and any necessary visas for their final destination. If you have any questions regarding the correct documents, please contact your airline.

1.6 The client is personally responsible for ensuring that no dangerous substances or prohibited items are carried in accordance with the airline's regulations. The relevant information can be found on your airline's website.

1.7 Passengers with reduced mobility are normally assisted in this regard by the SAG Boarding Support Service provided by Flughafen Stuttgart GmbH. Their terms and conditions apply to this service. KAS acts solely as an intermediary for this service.

1.8 The VIP service is provided by KAS in accordance with the agreed service specifications. If the provision of the VIP service is wholly or partially impossible due to force majeure, industrial action, exceptional weather conditions, significant flight delays, flight cancellations or official measures, KAS's obligation to perform shall lapse to that extent, provided that KAS is not responsible for these circumstances. Where the VIP service cannot be provided, or can only be provided in part, for the reasons set out above and KAS is not responsible for this, the client is obliged to pay only the remuneration for the services already provided up to that point; no further remuneration is payable. Any further statutory claims of the client remain unaffected.

2. Booking / Formation and Termination of the Contract

2.1 Orders for the VIP Service must be submitted to KAS in writing (e.g. via the registration form or by email) no later than 24 hours before departure. The client is solely responsible for the accuracy of the information provided.

2.2 The contracting party is the person or company named in the booking form, together with their billing address.

2.3 The VIP service becomes legally binding upon KAS's written confirmation of the order to the client. The client must check that the order confirmation is correct. The client must immediately point out any errors.



2.4 In order to provide the VIP service as agreed, the client must arrive at the General Aviation Terminal (GAT) no later than 90 minutes before departure. If the customer arrives later than this, KAS may no longer be able to provide certain services. To ensure a stress-free VIP service, we recommend arriving at the GAT at least 120 minutes before your flight's scheduled departure time.

2.5 The VIP service for departure ends upon boarding the aircraft, or in the event of flight delays or cancellations of three hours or more after the scheduled departure time, or in the event of denied boarding. In such cases, the airline assumes responsibility for the client. The client may choose to be returned to the GAT by KAS. Depending on available capacity, additional services are available at an extra charge.

2.6 The VIP arrival service commences upon the Client's arrival at the GAT and, where applicable, after the collection of any checked-in luggage.

2.7 The Client shall be liable in accordance with statutory provisions for any damage caused through their own fault to facilities or property belonging to KAS or third parties. Should the client or a passenger registered by them display significantly inappropriate behaviour, in particular through insults, threats, physical assaults or any other conduct that jeopardises the safety or order of operations, KAS is entitled to remove the client or the passengers concerned from the premises and to terminate the VIP service with immediate effect on grounds of good cause. In this case, KAS retains the right to the agreed remuneration to the extent that the VIP service has already been provided or KAS is obliged to recognise the VIP service as a credit for reasons for which the client is responsible; otherwise, the claim for remuneration lapses. The client reserves the right to prove that KAS has suffered no loss or only a significantly lesser loss.

3. Cancellations and failure to take delivery

3.1 Cancellation of VIP services that have already been confirmed as binding must be made in writing (e.g. by letter or email). Compliance with the deadlines is determined by the date on which KAS receives the notice of cancellation. In the event of cancellation, the following flat-rate cancellation fees apply:

Time before departure	Cancellation Fees
48-24 hours before departure	No fees
24 hours before departure	50% of the order value
Less than 24 hours before departure	80% of the order value
Non-acceptance of the order/ No-Show	100% of the order value

3.2 The cancellation fees set out above constitute lump-sum compensation for damages. These lump sums take into account the losses typically incurred (in particular, staff and administrative costs, as well as lost opportunities for alternative use). The client expressly reserves the right to prove that KAS has incurred no loss, or only a significantly lower loss. KAS, for its part, reserves the right to prove that the loss was higher.



4. Changes / Rebookings

4.1 Any changes to the order details (e.g. date, time, number of people, scope of services) must be notified to KAS in writing (e.g. by letter or email) no later than 24 hours before the agreed start of the service and shall only take effect upon confirmation by KAS.

4.2 In the event of rebookings, KAS may invoice the client for any expenses that can be verifiably shown to have been incurred up to the time of the rebooking and which can no longer be avoided (e.g. external services already provided, third-party services already reserved). The client reserves the right to prove that KAS has incurred lower or no expenses.

5. Terms of payment

5.1 Fees for the VIP service are to be paid in cash, by invoice or by debit/credit card.

5.2 Payment is due within 10 days of the invoice date.

6. Limitations of liability

6.1 KAS shall not be liable for damages arising from breaches of duty due to slight negligence on the part of KAS or its vicarious agents. This exclusion of liability shall not apply

a) to culpable injury to life, limb or health;

b) to breaches of contractual obligations, the fulfilment of which is essential for the proper performance of the contract and on the observance of which the contracting party regularly relies (cardinal obligations). This applies in particular to obligations relating to the care of the VIP client up to departure or after arrival, including the proper organisation of the agreed VIP services;

c) in the case of claims under the Product Liability Act.

Liability is otherwise limited to the damage that may typically arise when using the VIP service. This limitation of liability also applies in favour of the respective employees of KAS.

6.2 KAS excludes any liability for the failure to provide the VIP service due to circumstances attributable to the client, as described in paragraphs 1.5 and 1.6.



7. Data Protection

7.1 Personal data is collected, processed and stored for internal administrative and billing purposes. The legal basis for this is Article 6(1)(b) of the GDPR (performance of the contract).

7.2 Personal data will not be disclosed to third parties unless this is necessary for the performance of the contract. The personal data required for the check-in process will be transferred to the airline or its check-in service provider solely for the purpose of check-in.

7.3 Personal data will be deleted as soon as the purpose for which it was stored no longer applies. Where statutory retention periods apply (in particular under tax and commercial law), the data will be stored until the expiry of these periods.

7.4 As a data subject, you have the following rights:

- Right of access (Art. 15 GDPR)
- Right to rectification (Art. 16 GDPR)
- Right to erasure (Art. 17 GDPR)
- Right to restriction of processing (Art. 18 GDPR)
- Right to data portability (Art. 20 GDPR)
- Right to object (Art. 21 GDPR)

To exercise these rights, you may contact KAS at any time.

7.5 If you have any questions regarding data protection, please contact our Data Protection Officer at: Datenschutz@kurz-aviation-service.com.

8. Final Provisions

8.1 The law of the Federal Republic of Germany shall apply, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

8.2 The place of jurisdiction for all disputes arising from this contractual relationship shall be KAS's registered office, provided that the client is a trader, a legal person governed by public law or a special fund under public law.

8.3 Should any individual provisions of these General Terms and Conditions be or become invalid, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by a valid provision that comes as close as possible to the economic purpose of the invalid provision.

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