

Terms and Conditions of Aircraft Charter

These general terms and conditions apply to the chartering of aircraft from Amsair Executive Aviation Ltd (“**Amsair**”) by any individual person, company or firm (the “**Client**”), to the exclusion of all other terms, conditions, warranties and representations, except any specifically agreed between the parties in writing.

1. Definitions

- 1.1 **The Aircraft** shall mean any aircraft which is the subject of a booking and charter agreement between Amsair and the Client.
- 1.2 **The Amsair Group** shall mean Amsair and its holding company, its subsidiary undertakings, associated undertakings and any other undertaking, body corporate, partnership, joint venture or person in which Amsair and/or such undertakings (aggregating their interest) have a significant interest (and for these purposes "significant interest" means a direct or indirect interest in 20 per cent. or more of the equity share capital, as defined in the Companies Act 1985).
- 1.3 **The Carrier** shall mean the operator of the chartered Aircraft and any of its staff or assigns
- 1.4 **The Charter Price** shall mean the price payable for the scheduled flight(s) and such services as are agreed in advance between Amsair and the Client, which, for the Client’s convenience, shall be quoted in Pounds Sterling, US Dollars, Euros or such other local currency as agreed between the parties.
- 1.5 **The Confirmed Charter** shall mean the charter confirmed by Amsair in accordance with paragraph 2 of these terms and conditions.
- 1.6 **The Flight Schedule** shall mean the designated places of departure, arrival and any stopping points as well as any departure and arrival times agreed between Amsair and the Client as part of the charter, together with any amendments or additions made during the course of the charter as agreed between Amsair and the Client.

2. Confirmed Charters

- 2.1 On receipt of the booking confirmation form from the Client, both Amsair and the Client will be bound by these terms and conditions, subject to the confirmation from the Carrier that the Aircraft is still available to carry out the Flight Schedule. Once this confirmation has been received from the Carrier, the charter will be confirmed with the Client by Amsair (the “**Confirmed Charter**”).
- 2.2 Performance of the Flight Schedule is conditional on all necessary authorisations, including permission to start and land, being obtainable, unless special circumstances prevail.

3. Amsair’s Rights and Obligations

- 3.1 Amsair will provide an Aircraft for the Client, fully manned, fuelled and equipped to carry out the Flight Schedule set out in the Confirmed Charter. Amsair may substitute alternate carriers or aircraft reasonably suitable for the charter without liability.
- 3.2 No services will be included as part of the charter, save for those specifically agreed in writing and paid for by the Client as part of the Charter Price. Any additional services as are required by the Client must be paid for separately, including but not limited to services such as on-board satellite telephone costs, limousines, executive coach transfers, additional catering and any other additional service costs, and Amsair will have no liability in relation to such services.
- 3.3 Amsair reserves the irrevocable right at any time to refuse to allow the Client or any of its passengers on board should this be deemed necessary for whatever reason, including but not limited to, their behaviour, and to charge the Client any costs related to the Client’s or any of its passengers’ behaviour which causes financial loss, such costs including but not limited to crew and pilot expenses (such as refreshments and accommodation) and other costs resulting from delays to the Flight Schedule caused by any such behaviour.
- 3.4 Should the Confirmed Charter Aircraft(s) become unavailable for any reason (whether before or after the commencement of the Flight Schedule), Amsair will use its best endeavours to find another suitable Carrier at the same price. Should this prove to be impossible, Amsair will use its best endeavours to find an alternative Carrier and/or Aircraft at as close a price as possible and the Client shall be liable to pay the increased Charter Price. If Amsair is not able to substitute another Aircraft it shall not be under any liability to the Client and the Client shall remain liable to pay for that part of the Flight Schedule that has already been carried out.

4. Client’s Obligations

- 4.1 The Client must provide all information in respect of it and all its passengers to allow the tickets and other flight documentation to be produced.
- 4.2 The Client shall arrive, and shall ensure all passengers arrive, at the designated place of departure by the designated check-in time as set out in the Confirmed Charter and Amsair and the Carrier reserves the right for the Aircraft to depart as scheduled whether or not all the passengers are on board the Aircraft. Amsair will have no further responsibility in relation to those passengers who fail to make it on to the flight and reserves the right to cancel a flight without compensation or reduction in price if the Aircraft has been waiting for more than three hours.
- 4.3 Should the Client or any of its passengers fail to arrive for the check-in time, the Client shall be liable to pay any costs arising from and incidental to the delay. Such costs may include, but shall not be limited to, additional airport charges, as well as costs in relation to additional crew and pilot expenses (such as accommodation, a meal and refreshments required as a result of any such delay).

- 4.4 The Client shall also be liable for any costs occasioned by and incidental to reasonable delays caused by poor weather conditions, including but not limited to costs caused by de-icing time, time-slot delays, additional hangerage, aircraft parking and other additional airport charges as well as crew and pilot expenses for accommodation, a meal and refreshments required as a result of any such delay.
- 4.5 In the case of a partially cancelled flight, the Client will be liable for any subsequent transport costs.
- 4.6 All decisions regarding flight plans (including decisions to omit or alter a stopping place in cases of necessity), how and when to take off and land the Aircraft, airworthiness, weather or any other matter that could possibly affect the safe operation of the Aircraft and safety of the passengers and crew shall be made by the pilot (or in his absence, the co-pilot) and the Client shall be liable to pay any increase in the Charter Price occasioned by any deviations from the Flight Schedule, which the pilot or the co-pilot deem necessary. If any flight(s) in the Flight Schedule is/are diverted to another airfield, the flight(s) shall nevertheless be deemed to be complete in accordance with the Flight Schedule; no compensation or reduction in the Charter Price shall be given and the Client will be liable for any additional costs resulting from any such diversion.
- 4.7 Should Amsair and the Client agree any amendments or additions to the Flight Schedule during the course of the charter, the Client shall pay any increase in price resulting from those amendments or additions in accordance with paragraph 5.4 below.
- 4.8 The Client shall ensure that no damage is caused to the Aircraft by them or any of their passengers and agrees to accept full responsibility for any costs associated with and incidental to the repair of any such damage, including any costs associated with delays to the Flight Schedule resulting from any such damage. Amsair will invoice the Client in respect of any such costs and payment of such invoice shall be made in accordance with paragraph 5 below.
- 4.9 It is expressly agreed and understood by the Client that Amsair makes no warranties, guarantees or undertakings whatsoever in relation to the carriage of any luggage or baggage. Carriage of such items is at the sole discretion of the specific pilot in command. Furthermore, the quantity and volume of luggage should always be a major consideration in determining whether the chosen aircraft is capable of carrying it with the agreed number of passengers. If in any doubt the Client must discuss this with Amsair at the time of booking. It is agreed by the Client that Amsair makes no warranties, guarantees, or undertakings whatsoever in relation to damage, loss or theft of any luggage or baggage items.
- 4.10 The Client shall ensure that all luggage is properly and sufficiently packed for carriage and the Carrier shall have the right to refuse to carry on board any luggage which has not been properly secured. In addition, the carriage of hazardous goods on the Aircraft shall not be permitted and the Carrier and its staff or assigns shall have the right to refuse carriage of any goods should they deem such goods to be potentially hazardous.
- 4.11 The Client shall ensure that it has, and its passengers have, possession of all necessary travel documentation in order to allow passage in to the designated place or places of arrival as set out in the Flight Schedule, including but not limited to visa and passport documentation and Amsair makes no warranty and accepts no responsibility in relation to the requirements for entry into or departure from any of the scheduled countries or states and the Client shall be liable for any costs occasioned by and incidental to any failure by it or its passengers to present the correct documentation.
- 4.12 The Client shall comply, and ensure all passengers comply, with all directions given by the Carrier in relation to applicable customs, legislation, police, public health and other regulations and other rules and codes of industry practice that are applicable to the United Kingdom and other countries or states to which the Flight Schedule relates.
- 4.13 The Client shall also be responsible for any additional charges for warehousing, ground transportation and customs clearance in relation to any luggage it or its passengers take on board the flight(s) as notified by Amsair to the Client.
- 4.14 Should any of the Client's or its passenger's luggage be damaged during carriage on any of the flights in the Flight Schedule; the Client must bring this immediately to the attention of the Carrier.
- 4.15 The Client agrees that it shall not sub charter any seats on the Aircraft.

5. Payment

- 5.1 The Client shall pay the balance of the Charter Price to Amsair on the earlier of:
- (a) the date which is ten working days from the date of any invoice rendered by Amsair; or
 - (b) the date which is four working days prior to the departure of the first flight in the Flight Schedule.
- 5.2 The payment of the Charter Price shall be made in the quoted currency, which will be Pounds Sterling, US Dollars, Euros or such other currency as is agreed between the parties in advance and without deduction or set off unless otherwise agreed in writing between the parties. Notwithstanding clause 5.1 above, unless payment of the Charter Price is made within 7 days of the price being quoted, Amsair reserves the right to recharge the Client for any fluctuation in the exchange rates applicable to the currency quoted.
- 5.3 For the purpose of this section, time shall be of the essence and non-payment shall entitle Amsair to cancel or suspend the Flight Schedule without liability and without prejudice to Amsair's right to claim from the Client the monies remaining unpaid.
- 5.4 The Charter Price shall be inclusive of all the expenses of operating the Aircraft, the remuneration and expenses of the crew, running costs, maintenance costs, landing, hangerage, parking fees, airport taxes, insurance and any other expenses incidental to the flight save for those expenses set out at paragraphs 3.2, 3.3, 3.4, 4.3, 4.4, 4.5, 4.6, 4.7, 4.8, 4.11, 4.13 and 5.2 above and clause 6.2 below, such additional sums to be paid by the Client within 10 working days of the receipt of an invoice or other written notification in respect of those expenses from Amsair.
- 5.5 In the event of there being any increased costs to Amsair performing any of their obligations under these terms and conditions which are beyond their control, Amsair may give notice of such increases to the Client and the Charter Price payable by the Client shall increase accordingly.
- 5.6 If the Client shall delay in making any payment to Amsair when due, interest on the amount overdue will be payable at 3% per month or part of a month, compounded monthly.

- 5.7 Should payment be made by credit card, the Client shall not later dispute the payment when the invoice for that payment is rendered by the credit card company.

6. Termination

- 6.1 Either party can, on the giving of written notice, cancel the booked flight(s) up to 14 days prior to the departure date.
- 6.2 Should the client cancel in accordance with clause 6.1 above, Amsair shall notify the Client of any expenses already incurred in relation to the chartered flight and the Client shall make payment for those expenses in accordance with clause 5.4 above.
- 6.3 Cancellation by the Client later than 14 days prior to the departure date shall be subject to the following cancellation charges:
- | | | | |
|-----|--------------------|---|---------------------------|
| (a) | No notice/no show | - | 100% of the Charter Price |
| (b) | Less than 24 hours | - | 85% of the Charter Price |
| (c) | 24-72 hours | - | 75% of the Charter Price |
| (d) | 72 hours to 7 days | - | 50% of the Charter Price |
| (e) | 7-10 days | - | 30% of the Charter Price |
| (f) | 10-14 days | - | 20% of the Charter Price |
| (g) | From Confirmation | - | 10% of the charter price |
- 6.4 In so far as the Client has already made payment of the full Charter Price in accordance with paragraph 5.1 above, any sums over and above the amounts stipulated at 6.3 above, shall be repaid to the Client.

7. Exclusions and Limitations of Liability

- 7.1 Except as expressly provided in these terms and conditions, Amsair shall not be liable to the Client in any manner whatsoever (whether arising from the negligence of Amsair, its employees or agents or otherwise) for any loss or damage whatsoever (including, without limitation, consequential loss or special damage) provided that this shall not exclude or restrict Amsair's liability for death or personal injury resulting from the negligence of Amsair or its employees or agents.
- 7.2 Carriage shall be subject to the rules on limitation relating to liability and to all other provisions established by the Warsaw Convention or by that Convention as amended by the Hague Protocol and/or by any other Treaty applicable to carriage which is not so governed shall be subject to all applicable laws which extended provisions of the Convention to such carriage or which otherwise limit the Carrier's liability.
- 7.3 The Client shall indemnify Amsair against all claims and expenses (including legal fees and costs) in respect of any liability of Amsair to third parties (including but not limited to passengers) for any loss or damage whatsoever (including costs and expenses on a full indemnity basis) arising out of any wrongful act or omission of the Client, its servant or agents or any passenger carried by authority of the Client, or for any such reason or circumstance as is mentioned in paragraph 7.2 above, subject to the exception and proviso mentioned in that paragraph.

8. General Provisions

- 8.1 No variation of these terms and conditions shall be effective unless agreed in writing.
- 8.2 No failure to exercise nor any delay in exercising any right or remedy hereunder shall operate as a waiver thereof or of any right or remedy hereunder, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.
- 8.3 Neither party shall assign any of its rights or obligations hereunder in whole or in part without the prior written consent of the other, such consent not to be unreasonably withheld.
- 8.4 Save for in accordance with paragraphs 3.6, 4.2, 4.6, 4.9, 4.10, 4.12 and 7.2 above, no third party shall have any right under the Contracts (Rights of Third Parties) Act 1999.
- 8.5 These terms and conditions shall be governed and construed in accordance with English law, and the English courts shall have exclusive jurisdiction to settle any claim or matter arising under this Agreement.
- 8.6 Any dispute arising between the parties concerning these terms and conditions shall be referred to a single arbitrator to be agreed between the parties.

9. Force Majeure

- 9.1 If a party is materially prevented, hindered, or delayed from performing any of its obligations under this letter of agreement by reason of any act, event or circumstance, the cause of which is not of such party's making nor within that party's reasonable control, including but not limited to Act of God, war, hostilities (whether or not war has been declared), terrorist acts, riot, insurrection, civil commotion, public demonstration, sabotage, acts of vandalism, fire, flood, earthquake, extreme weather conditions, epidemic, explosion, the order of any court or governmental or regulatory authority, any strike, lock-out or other industrial trade dispute (not involving solely the parties of that party), structural shift or subsistence, provided always that lack of funds shall not be interpreted as a cause which is not of a party's making nor within a party's reasonable control, obligations under this letter of agreement shall be permanently suspended.