



PrivatAir charter terms & conditions

1. The Carrier shall make available to the Customer the aircraft specified in the signed PRIVATAIR CHARTER OFFER ("the Aircraft") on the following terms and conditions.
2. The Carrier shall provide the Aircraft for the Customer's use, properly equipped, maintained and fuelled, together with a crew, who shall be the Carrier's servants or agents, and the crew shall, except as provided in clauses 4 and 12 hereof, fly the Aircraft on the journey(s) specified under the heading FLIGHT ITINERARY in the signed PRIVATAIR CHARTER OFFER (the "Itinerary").
3. If the Aircraft shall for any reason become incapable of undertaking such transport of passengers or goods as was contemplated at the time of this Agreement, the Carrier may at its discretion substitute for such Aircraft one or more aircraft as nearly as may be capable of undertaking such transport. If the Carrier does elect to substitute one or more aircraft as aforesaid then the provisions of this Agreement relating to the Aircraft shall apply equally to the substituted aircraft. If the Carrier does not elect to substitute another aircraft, it shall notify the Customer as soon as possible and shall be relieved of its obligations to provide the Aircraft for the journeys which can no longer be undertaken by reason of the incapacity of the Aircraft and the Carrier shall not be under any liability to the Customer other than the liability to refund to the Customer such part of the price set out in the signed PRIVATAIR CHARTER OFFER which relates to that part of the carriage or journey(s) cancelled and the Carrier's certification of such amount shall, save in the case of manifest error, be conclusive.
4. The captain of the Aircraft ("the Captain") shall have absolute discretion to decide what load, including the number of passengers, may safely be carried in the Aircraft on any particular flight and how such load shall be distributed, whether and when a flight may safely be undertaken and when and where the Aircraft shall be landed. The Customer, for and on behalf of its employees, servants, agents and passengers to be carried on any flight under this Agreement (the "Passengers"), hereby agree to follow in all respects the directions and instructions of the Captain and crew of the Aircraft. Further, the Customer hereby acknowledges and confirms that all directions or instructions given by the Captain or crew pursuant to this clause 4 shall be binding on the Customer and that the Carrier may terminate this Agreement without further notice if any Passenger fails to comply with any such directions or instructions. The Carrier shall not be liable to the Customer or any other party whatsoever for any loss, damage, costs or claims of whatsoever nature and howsoever arising as a result of any decision or action taken by the Carrier pursuant to this clause 4.
5. The flight schedule specified in the Itinerary has been prepared to take account of relevant statutory and other official flight time limitation requirements. The Carrier reserves the right to make additional charges if, for reasons beyond the Carrier's control, it is necessary to provide additional crew or position replacement crew to continue such flight schedule. The Carrier will have no liability or responsibility to the Customer or any other party for any delay to Passengers, baggage or freight so occasioned.
6. The Customer shall provide such equipment and material for the proper packing and securing of the goods to be carried in the Aircraft as the Carrier may reasonably require or as may be required to comply with any decision of the Captain of the Aircraft under clause 4 hereof.
7. The amount and weight of accompanied baggage shall be at the Carrier's discretion. The Customer shall not deliver for carriage, and the Carrier shall not be required to carry on any flight, any article prohibited under the ICAO Dangerous Goods regulations or any other article prohibited by any applicable treaty, law or regulation of the country of registration of the Aircraft and of any country to, from or over which the Aircraft is flown (including, without limitation compressed gases, firearms, explosives, corrosives, flammable liquids or solids).

The Customer confirms that the Carrier, any customs official, and any other duly authorised governmental or public official may inspect and examine any baggage or cargo belonging to any Passenger whether accompanied or not. Furthermore and without prejudice to the foregoing, the Carrier may refuse to carry any baggage or other item considered by the Captain of the Aircraft or by any other responsible servant of the Carrier to be unsuitable for carriage by air whether by its nature or any applicable laws, orders or regulations of any country flown from, to or over.

8. The Customer shall pay to the Carrier for the flights and services to be provided hereunder the price stated in the signed PRIVATAIR CHARTER OFFER (inclusive for any applicable VAT) in the manner therein provided, or as otherwise requested in writing by the Carrier, and shall be responsible for any other additional expenses incurred by reason of any further request of the Customer.

9. If any delay in the commencement or completion of any flight is caused by the Customer, its servants or agents or by any Passenger, demurrage shall be charged to the Customer for such delay at the hourly market rate for the aircraft specified in the signed PRIVATAIR CHARTER OFFER, and in addition the Carrier shall be entitled at any time after demurrage shall have started to run to cancel such flight (without prejudice to any claim the Carrier shall have against the Customer of demurrage up to the time of such cancellation and the rights of the Carrier hereunder).

10. The parties hereto agree that the Carrier shall be under no obligation to vary or amend the Itinerary. However, if the Carrier agrees to vary or amend the Itinerary, the Customer shall pay such revised price as determined by the Carrier and shall be responsible for any other additional expenses arising out of any such flight incurred by reason of any further request of the Customer.

11. The price stated in the signed PRIVATAIR CHARTER OFFER is based on the Carrier's costs, charges and expenses at the date hereof. In the event of any increase in such costs, charges or expenses, of whatsoever nature and howsoever arising, between the date hereof and the completion of the flight schedule specified in the Itinerary, the Carrier shall be entitled to increase the price by a sum equal to any extra amount incurred or to be incurred in completing the said flight schedule by reason of any such increase in any such costs, charges or expenses. Any amounts payable by the Customer pursuant to clauses 8, 9, 10 and 11 hereof shall be notified to the Customer as soon as reasonably practicable and shall be paid by the Customer within seven days of such notification.

12. If it becomes clear at any time that the Carrier will be unable to commence any particular flight(s) provided for by this Agreement within the period of 7 days from the departure time(s) specified in the Itinerary and such failure is due to the fault of the Carrier and is not caused by any circumstances specified in clause 4 or 24 hereof, the Carrier shall in good faith use reasonable best efforts to arrange, as a substitute for the Aircraft, one or more aircraft as nearly as may be capable of undertaking such flight(s). Upon the occurrence of such inability, the Carrier of the Customer shall be entitled to cancel such flight(s) whereupon, subject to this clause 12, the liability of the Carrier to the Customer shall be limited to the repayment to the Customer of such part of the price set out in paragraph 8 of this Agreement which relates to that part of the carriage or journey(s) cancelled. The Carrier's certification of such amount shall, save in the case of manifest error, be conclusive.

13. Subject to clause 4 hereof if, for reasons of safety or security or other operational reasons not being the fault of the Carrier, the Aircraft is diverted from any scheduled destination specified in the Itinerary, the Carrier will, if requested to do so by the Customer, use its best endeavours to procure that, as soon as reasonably practicable after arrival at such alternate destination, the Aircraft is flown to its scheduled destination. The Carrier will have no liability or responsibility to the Customer or any other party for any delay to Passengers, baggage or freight so occasioned but the Carrier will pay the additional costs and expenses incurred by it arising as a result of the diversion and/or the flight to the scheduled destination.

14. Either party shall be at liberty to terminate this Air Transport Agreement, but without prejudice to the rights of the parties under clauses 4, 15 and 16 hereof, by giving notice in writing to the other

- (a) at any time before the time specified for the commencement of the first journey specified above; or
- (b) at any time (if the other party commits any breach of this Agreement or commits an act of bankruptcy or becomes insolvent or enters into any arrangement or composition with its creditors or, being an individual, dies or, being a partnership, is dissolved by death or otherwise or being a corporation, a petition is presented to wind it up (otherwise than for the purpose of merger or reconstruction only).

15. If this Agreement is terminated by the Carrier:

- (a) pursuant to clause 14(a) hereof then the Carrier shall refund to the Customer any payments made by the Customer under this Agreement but shall be under no further liability to the Customer by reason of such termination;
- (b) pursuant to clause 14(b) hereof then the Carrier shall not be liable to refund to the Customer any portion of the price set out above and shall be under no further liability to the Customer hereunder and any termination by the Carrier will be without prejudice to its rights under this Agreement then accrued or in respect of the matter leading to termination (and in particular without prejudice to its rights under clause 23 hereof).

16. If this Agreement is terminated by the Customer pursuant to clause 14(a) hereof, the Customer shall be liable to pay to the Carrier the appropriate cancellation charge set out in the TERMS OF PAYMENT & CANCELLATION in signed PRIVATAIR CHARTER OFFER and any other sums then payable by it hereunder and the Carrier shall repay to the Customer such part of the price which relates to the part of the flight Itinerary cancelled and the Carrier's certification of such amount shall, save in the case of manifest error, be conclusive. If this Agreement is terminated by the Customer pursuant to clause 14(b) hereof, the Carrier shall refund to the Customer payments made in advance of any flight.

17. The Customer shall give to the Carrier in good time all information and assistance required to complete any such documents or forms required by the Carrier relating to any carriage undertaken pursuant to this Agreement. The Customer warrants that all Passengers will hold all necessary passports, visas, health and other certificates required for the flights to be operated hereunder.

18. The Aircraft shall be used only in compliance with the law and lawful directions of public authorities of the country of registration of the Aircraft and of any other country to, from or over which the Aircraft is flown. The Customer shall comply and procure that all Passengers and owners or other persons having an interest in goods carried in the Aircraft shall comply with all relevant customs, police, public health and other lawful regulations of the country of registration of the Aircraft and of any other country to, from or over which the Aircraft is flown. The Customer shall be responsible for and/or liable to pay to the Carrier any cost, charge, expense or other sums resulting from seizure or fines levied by the authorities of the jurisdiction of the country of registration of the Aircraft and of any other country to, from or over which the Aircraft is flown, for non-compliance by the Customer with its obligations set out above.

19. The Carrier shall at its own expense apply for and use its best endeavours to procure the grant of all licences or permits required by the laws of the country of registration of the Aircraft and of any other country to, from or over which the Aircraft is to be flown for the performance of the journey(s) specified in the Itinerary and the performance of the said journey(s) shall be dependent upon the timely grant and validity of any such licences and permits. The Customer warrants that it will comply with all the conditions of the said licences or permits which shall have been notified to it by the Carrier and shall use its best endeavours to procure such compliance on the part of all Passengers and owners or other persons interested in goods to be carried in the Aircraft on such journey(s).

20. The Customer shall not be entitled to assign the benefit of this Agreement to any other person without the consent in writing of the Carrier.

21. Any notices required to be given hereunder shall be served by sending the same by pre-paid first class post or facsimile or by delivering the same by hand to the address of the party to whom it is given or such other address or fax number as either party may notify to the other for this purpose. If sending by post it shall be deemed to have been received 7 days after posting, and any notice sent by facsimile shall be deemed to have been received at the time of confirmation of transmission; provided that, in the case of a facsimile transmission, if the date and time of dispatch is not a business day or is otherwise outside the standard business hours of the addressee, it shall be deemed to have been received at the opening of business on the next business day.

22. The Customer shall indemnify and hold harmless the Carrier, its affiliates, successors and assigns and their directors, officers and employees against:

- (a) all losses, claims (including, without limitation, claims involving strict or absolute criminal or civil liability, tort, damage, injury, death, liability and third party claims), suits, demands damages, costs and expenses in respect of any liability of whatsoever nature to third parties (including without limitation Passengers, consignors and consignees); and
- (b) any damage or loss of whatsoever nature caused to the Carrier, its servants or agents, or to any aircraft or any equipment belonging to the Carrier, its servants or agents arising directly or indirectly out of any act or omission whatsoever of the Customer, its employees, servants, agents or any Passenger and whether tortious or constituting a breach of this Agreement and the Customer hereby agrees to defend any actions based on or arising out of the foregoing.

The Customer's obligations under this clause 22 shall survive termination of this Agreement and shall remain in effect until all required indemnity payments and obligations arising pursuant to this clause 22 have been made and satisfied in full, respectively.

23. In case of damages caused by any Passengers to the Aircraft, the Customer shall be responsible for and/or liable to pay to the Carrier any cost, charge, expense or other sums resulting from the immobilization of and/or any resulting repairs to the Aircraft.

24. If by reason of any circumstances whatsoever beyond the control of the Carrier or the Customer, as the case may be, including (but without prejudice to the generality of the foregoing) war, hijacking, riots and commotion, strikes, lock-outs, interferences of government authorities or their officials, fire, explosions, requisitions, blockade, embargo, flood, fog, act of God, breakdown or accident to the Aircraft, the Carrier shall be unable to fly or continue to fly the Aircraft or the Customer shall be unable to take up any flight to be operated hereunder, neither the Carrier nor the Customer shall be liable for delay or non-performance of any such flight. Any time so lost shall not count in computing demurrage unless the Aircraft is already on demurrage.

25. The payment of invoices by or on behalf of the Customer issued pursuant to the terms and conditions of this Agreement deems acceptance by the Customer of all the terms and conditions of the Agreement and the clauses of this Schedule.

26. This Agreement shall be construed in accordance with the Laws of England and the parties hereto irrevocably and unconditionally submit to the non-exclusive jurisdiction of the English courts.