

General Conditions

1) Definitions

In this Agreement unless the context otherwise requires:-

“Agreement” means the separate Aircraft Charter Agreement including the Schedule and any appendices or attachments thereto executed by Supplier and Charterer

“Aircraft” means any aircraft for the time being operated in connection with any Flight as provided in the Agreement

“Base Date” means the base date stated in the Schedule as provided in the Agreement

“The Carrier” means the operator of the Aircraft

“Charter Price” means the amount set out in the Schedule as provided in the Agreement

“Flight” means flight described in the Schedule as provided in the Agreement

“Schedule” means the schedule to the Agreement

“Charterer” means any person, firm or body corporate chartering, or offering to charter, any aircraft from the Carrier as defined in the Agreement

“Supplier” means the air charter broker as defined in the Agreement

“Demurrage/Standing Charge” means a charge payable to the Carrier in respect of failure to load or discharge the Aircraft within the time agreed

All capitalized terms not defined herein shall have the same meanings ascribed to them in the Agreement.

2) Charter Price and Payment

2.1. The Charterer shall pay to the Supplier the Charter Price at the time, in the currency, in the amounts and to the address specified in accordance with the provisions set out therefore in the Agreement.

2.2. In the unlikely event of a substantial increase in fuel costs, between the Base Date of the Agreement and the date of Flight operation, the Charterer may be required to pay to the Supplier such amount as shall fully compensate the Supplier for such increase.

2.3. Time of payment of the Charter Price shall be of the essence of the Agreement.

2.4. No set-off or counterclaim (whether arising in respect of this Agreement or any other carriage) shall entitle the Charterer to withhold payment of any sums whatsoever payable to the Supplier under or by reason of the Agreement. In the event that the Charterer is required to withhold any part of any payment payable by it to the Supplier hereunder or to make any deduction therefrom, it shall pay such additional amount as may be necessary so that, after making such withholding or

deduction, the Supplier shall receive from the Charterer the full amount of such payment.

2.5. Demurrage/Standing Charges may be levied in exceptional circumstances, at the equivalent hourly flying rate to the Charter Price for the Aircraft.

2.6. When deicing is required, this will be charged back to the Charterer at cost after the flight is completed.

2.7. If payment is not received prior to departure, then the credit/debit card provided by Charterer at the execution of the Agreement will be debited.

3) Aircraft and Crew

3.1. The Supplier shall procure the Carrier to provide the Aircraft at the commencement of the Flight properly manned and equipped, fueled, and airworthy in accordance with the laws and regulations of the Federal Aviation Administration (FAA) or foreign equivalent and the Aircraft shall be operated in accordance with all applicable laws and regulations during the period of the Flight(s). In the event that any Flight is delayed through no fault of the Supplier or the Carrier, the Charterer shall pay to the Supplier Demurrage/Standing Charge at the rate set out in the Schedule.

3.2. The times shown in the Schedule are approximate and not guaranteed and the Carrier is entitled to deviate from the Flight schedule and/or the duration of the Flight and/or to reduce the maximum payload. The captain of the Aircraft shall have complete discretion concerning preparation of the Aircraft for flight, whether or not a Flight shall be undertaken or abandoned once undertaken, any deviation from proposed route, where landing shall be made and all such other matters relating to the operation of the Aircraft and the Charterer shall accept all such decisions as final and binding.

3.3. All ground and operating personnel including cabin staff are authorised to take orders only from the Carrier.

3.4. The Supplier may at its discretion and without prior notice substitute the Aircraft and/or the Carrier, for the same or similar class of aircraft and carrier where possible; and such substitute aircraft and substitute carrier shall, for the purposes of this Agreement, be the Aircraft and the Carrier hereunder. To the extent that such substitution involves additional costs, such additional costs shall be charged to Charterer.

4) Traffic Documents

The Supplier shall procure that the Carrier shall supply or procure the supply of passenger tickets, baggage checks, air waybills and all other necessary documents relating to the carriage undertaken pursuant to this Agreement and the Charterer shall give to the Supplier all necessary information and assistance to complete such documents as soon as

possible after the making of this Agreement and, in any event, in sufficient time to be completed for issue to passengers.

5) Flight Times, Loading and Embarkation

5.1. The Charterer shall be solely responsible for ensuring that passengers and their baggage arrive at the specified check-in point at the departure airport in sufficient time to be carried on any Flight. In the event that any passenger of the Charterer fails to arrive in sufficient time to be carried on the Flight the Supplier shall be under no liability whatsoever to the Charterer nor to such passenger. The Supplier shall be under no obligation hereunder to make any alternative arrangements for any such passenger. If the Carrier, in its absolute discretion, arranges for any such passenger to be carried on a later flight, the Charterer shall pay on demand to the Supplier such additional sum that the Supplier may specify for each such passenger to cover applicable passenger taxes and the administrative costs of the Carrier and the Supplier thereby incurred.

5.2. In the event of any delay (other than any delay for technical reasons the responsibility for which shall lie with the Carrier) deviation or diversion of any flight, the Charterer shall be solely responsible for any and all accommodation, refreshments, meals, transportation or any other additional costs, expenses, losses, damages or liabilities of whatsoever nature incurred in respect of the Charterer's passengers wherever and howsoever the same shall arise. All such costs, expenses, losses, damages or liabilities incurred by the Supplier shall be reimbursed by the Charterer to the Supplier on demand.

5.3. In the event that any passenger of the Charterer is refused entry at any destination airport, the Charterer shall indemnify the Supplier, its officers, employees, agents and suppliers against any and all cost or expense whatsoever incurred by the Supplier in respect thereof (including but not limited to charges, fee, penalties, imposts or other expenses levied upon the Carrier or the Supplier by any immigration authority) or of any arrangements made by the Carrier and/or the Supplier to return such passengers to the country from which such passenger was originally carried.

5.4. In the event that:

- any agreement between the Carrier and the Supplier in respect of the Aircraft is terminated for whatever reason; or the Aircraft is detained (whether lawfully or not) by any third party (including but not limited to detention by any aviation or airport authority, overflight authority or by way of lien or requisition for hire or otherwise); or
- the Carrier has an administrator, receiver, administrative receiver, trustee or other like person appointed over a part or all of its assets or business (or any event analogous thereto occurs in any jurisdiction in which the Carrier conducts its business) and as a result the Carrier is unable to perform the Flights at the same cost to the Carrier; or

- if the Carrier becomes insolvent, enters into voluntary liquidation or is compulsorily wound up (or any event analogous thereto occurs in any jurisdiction in which the Carrier conducts its business); or

- the Carrier, for whatever reason, fails to hold or maintain an Air Operator's Certificate

then the Supplier shall use its reasonable endeavors to find an alternative carrier to operate such flights as may be affected by the occurrence of any of the above events ("the Affected Flights"), at the same cost to the Charterer.

5.5. In the event that the Supplier is unable so to do, the Supplier shall (subject to the provisions of Clause 10 hereof and provided that the Charterer has duly fulfilled its obligations hereunder) refund to the Charterer such part of the Charter Price previously paid by the Charterer as relates to the Affected Flight(s).

In the event that the Supplier is able to arrange an alternative carrier to operate the Affected Flight(s), but only at an additional cost, the Supplier shall notify the Charterer forthwith and the Charterer shall have the option to charter the Aircraft operated by the alternative carrier provided that, if it so elects, it shall pay to the Supplier such additional costs upon demand. If the Charterer does not so elect, the Supplier shall, (subject to the provisions of Clause 10 hereof and provided that the Charterer has duly fulfilled its obligations hereunder), refund to the Charterer such part of the Charter Price previously paid by the Charterer as it relates to the Affected Flights and the Supplier shall thereupon be under no further obligation to the Charterer in relation to the Affected Flights.

6) Obligations of the Charterer

6.1. The Charterer shall comply in all respects with the conditions of all permits, licenses and authorities granted for the Flights and will procure such compliance on the part of all its passengers.

6.2. The Charterer shall hold harmless and indemnify the Supplier against all claims, demands, liabilities, actions, proceedings and costs of any kind whatsoever arising from any default on the part of the Charterer or any passenger of the Charterer in complying with any of the provisions of this Agreement.

6.3. The Charterer shall be responsible for the issue and delivery of all necessary passenger tickets, baggage checks and other necessary documents to all passengers.

6.4. The Charterer shall comply and shall procure that all its passengers shall comply with all applicable customs, police, public health, immigration and other lawful regulation of any state to/from or over which the Aircraft is or may be flown.

7) Exclusion of Liability/Indemnity

7.1. The Supplier shall be under no liability to the Charterer or to any passenger of the Charterer in respect of any variation to

or cancellation of any Flight or the non-availability of any seats which results from the acts or omissions of the Carrier, or for any failure by the Carrier to perform any Flight and the Charterer hereby acknowledges to the Supplier that in any such event the Charterer shall only have recourse against the Carrier.

7.2. The Supplier shall be under no liability to the Charterer for any failure by it or by the Carrier to perform their respective obligations under this Agreement arising from force majeure, labor disputes, strikes or lock-outs or any other cause beyond the control of the Supplier or the Carrier including accidents to or failure of the Aircraft, its engines, or any other part thereof or any machinery or apparatus used in connection therewith.

7.3. The Charterer agrees to save, indemnify, hold harmless and defend the Supplier, its officers directors managers, members, affiliates, representatives, employees and agents, from and against any and all claim by any passenger of the Charterer arising out of any such variation, cancellation, non-availability or failure to perform provided always that if the Supplier shall receive any refund from the Carrier in respect of any such varied cancelled or unperformed Flights or unavailable seats which have already been paid for by the Charterer, the Supplier shall (subject to the provisions of Clause 10 hereof and provided always that the Charterer shall have duly fulfilled its obligations under this Agreement), repay such refund to the Charterer.

7.4. The Charterer agrees to save, indemnify, hold harmless and defend the Supplier, its officers directors managers, members, affiliates, representatives, employees and agents, from and against any and all third-party actions, causes, claims, damages, losses, penalties, demands, obligations or liabilities, expenses or disbursements (including without limitation, reasonable costs and attorney fees) against any loss, damage or expense incurred by Supplier by reason of any negligent action or omission of Charterer, its agents, employees, guests, invitees, passengers, or family members arising from or relating to any flight(s) under this Agreement. Furthermore, Charterer agrees to pay for any damage to the charter aircraft caused by Charterer, its agents, employees, guests, invitees, passengers, or family members, excluding normal wear and tear to charter aircraft.

7.5. Neither the Carrier nor Supplier shall be deemed to undertake any carriage to which this Agreement relates as a common carrier.

7.6. Carriage performed under this Agreement shall be subject to the conditions of carriage contained or referred to in the traffic documents of the Carrier including its General Conditions of Carriage. This Agreement and the carriage thereunder on international flights is governed by the rules and limitations established by the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, Poland, on October 12, 1929, as amended by the Protocol signed at The Hague, Netherlands, on September 28, 1955 (herein collectively called the "Warsaw Convention")

and/or by the rules and regulations established by the Montreal Convention on the Unification of Certain Rules for International Carriage signed in Montreal on 28th May 1999 ("the Montreal Convention") which rules and limitations shall, to the extent such Warsaw Convention and/or the Montreal Convention is/are applicable, apply to the Flight(s) hereunder.

Except as specifically provided by the Warsaw Convention and/or the Montreal Convention, the Supplier shall not be liable for any death, wounding, or personal injury or claim of whatsoever nature whether for death or bodily injury or for delay or loss of or damage to or delay of baggage or cargo whether arising in contract or in tort whether occasioned by the Supplier or the Carrier, or their respective officers, employees or agents and the Charterer hereby waives all rights or claims against the Supplier and discharges the Supplier, its officers, employees and agents from any such claim as aforesaid except to the extent the same is caused by the willful misconduct or gross negligence of the Supplier, its officers, employees or agents.

7.7. SUPPLIER SHALL NOT BE LIABLE TO CHARTERER, ITS AGENTS, EMPLOYEES, GUESTS, PASSENGERS, FAMILY MEMBERS OR ESTATE UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL OR EQUITABLE THEORY FOR ANY (A) CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR RELIANCE DAMAGES; (B) AMOUNTS IN EXCESS OF THE PRICE PAID FOR A PARTICULAR CHARTER FLIGHT; (C) MATTER BEYOND SUPPLIER'S REASONABLE CONTROL OR (D) ARISING FROM OR RELATED TO THE ACTIONS OR INACTIONS OF THE CARRIERS PROVIDING FLIGHT SERVICES TO THE CHARTERER.

7.8 Charterer, on behalf of her, him, or itself, its agents, employees, guests, invitees, passengers, family members or estate, hereby acknowledges and agrees that in the event it suffers any losses, damages, penalties, costs and expenses on account of any claim, suit, action, demand, proceeding or anything of a similar nature made or brought against any or arising from or related to the actions or inactions of the third party Carrier providing flight services to the Charterer, then Charterer shall first seek an action against Carrier's insurer and/or the Carrier directly before seeking action against Supplier subject to the terms of this Agreement.

7.9 Supplier will not be responsible to Charterer for any misrepresentations made by any air charter suppliers or Carriers, whether on Supplier's website or other

promotional material or otherwise. Any exclusions or omissions by any air charter suppliers or Carriers, whether express or implied, are not the responsibility of Supplier. Supplier makes no representations or warranties of any kind, either express or implied, as to any matter including without limitation, implied warranties of fitness of particular purpose, merchantability or otherwise.

8) Termination

This Agreement may be terminated immediately upon notice from the Supplier to the Charterer upon the occurrence of any of the events specified below: -

8.1. the Charterer defaults in the payment of any amount payable hereunder or the Agreement on due date;

8.2. the Charterer is in breach of any of its other obligations hereunder or the Agreement which if capable of remedy has not been remedied within 1 day of receipt of written notice from the Supplier requiring remedy of such breach;

8.12. Cancellation – Supplier assumes no responsibility for the disposition or cancellation of any reservation, either by Charterer or Carrier selected, except insofar as Supplier has materially breached its obligations to Charterer under the Agreement. Supplier reserves the right to change the terms of its cancellation policy at any time. If the Charterer wishes to cancel any Flight or Flights, the following cancellation charges shall be paid forthwith by the Charterer to the Supplier as agreed compensation:

- **60% of the Charter Price** if cancelled more than 7 days prior to departure.
- **80% of the Charter Price** if cancelled 7 days or less but more than 48 hours prior to departure.
- **90% of the Charter Price** if cancelled 48 hours or less but more than 24 hours prior to departure.
- **100% of the Charter Price** if cancelled 24 hours or less from departure.

Note: These are our general cancellation terms which may vary slightly depending on the aircraft contracted. Date of positioning flight is considered as date of departure (this may not always be the day of YOUR departure as it is occasionally necessary to position the previous day, to accommodate early departures, crew duty, etc.)

One-way Flights are subject to a 100% cancellation fee upon booking.

For round trip or multi-leg Flights, once the first leg of the Flight has been completed there will be no refund issued for cancellation of subsequent legs by the Charterer, whatever the reason.

9) Effect of Default

9.1. If this Agreement is terminated under Clause 8, then the Charterer shall (without prejudice to any other rights and remedies which the Supplier may have) pay forthwith to the Supplier all amounts then due and unpaid to the Supplier hereunder, together with interest thereon (if any) at the rate specified in the Schedule and the Charterer shall indemnify and keep the Supplier indemnified against all loss, damage, costs, expense, claim or liability incurred or sustained by the Supplier as a result of such termination and the Supplier shall be entitled to retain any initial deposit paid by the Charterer pursuant to any provisions therefor set out in the Schedule.

9.2. The Charterer shall indemnify the Carrier and the Supplier against any claims by any passenger of the Charterer arising out of the termination of the Agreement.

10) Set-Off and Application of Moneys

The Supplier may at any time without notice to the Charterer at its discretion set-off any amounts paid by the Charterer to the Supplier hereunder against any amounts then due to the Supplier under this Agreement or against any amount due at such time from the Charterer to the Supplier.

11) General

11.1. Any notice required to be given under this Agreement shall be in writing and shall be deemed duly given if left at or sent by first class post or facsimile message to the address herein stated of the party to whom it is to be given. Any such notice shall be deemed to be served at the time when the same is handed to or left at the address of the party to be served and if served by post on the day (not being a Sunday or Public Holiday) next following the day of posting or if served by facsimile message upon the day such facsimile message is sent.

11.2. Time shall be the essence of this Agreement.

11.3. This Agreement sets out the entire agreement and understanding between the parties or any of them in connection with the charter of the aircraft as described herein.

11.4. No party has relied on any warranty or representation of any other party except as expressly stated or referred to in this Agreement.

11.5. No claims shall be made against the Supplier in respect of any representation warranty indemnity or otherwise arising out of or in connection with the charter of the aircraft except where such representation, warranty or indemnity is expressly contained or incorporated in this Agreement.

11.6. No variation of this Agreement shall be effective unless made in writing and signed by both parties.

11.7. The Charter Price, payment terms and other commercial terms contained in this Agreement are confidential to the parties and may not be disclosed to third parties without prior approval.

11.8. No failure by the Supplier to exercise and no delay by the Supplier in exercising any right, power of privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law.

11.9. The Charterer shall not be entitled to assign the benefit of this Agreement.

12) Indemnities To Survive Termination

All indemnities contained within this Agreement shall survive the termination of this Agreement, howsoever occurring.

13) Choice of Law, Submission to Jurisdiction

This Agreement shall be governed by, construed, interpreted, and enforced in accordance with the laws of the State of Florida, both procedural and substantive, without regard to the principles to the principles of conflicts of law. The Parties will attempt to resolve any disputes arising out of or related to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiations, the parties will resolve the dispute using the following Alternative Dispute Resolution (ADR) procedure. Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with the mediation rules of the American Arbitration Association (the "AAA") then in effect. All parties consent to the use of online dispute resolution, vis-à-vis videoconferencing applications including, but not limited to, Webex, Gogo Meeting, Microsoft Teams, Zoom or a mutually agreeable alternative. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to binding arbitration under the commercial rules of the AAA. The arbitrator's award will be final, and the judgment may be entered upon it by any court having proper jurisdiction. Both parties' consent to utilizing online dispute resolution tools, whenever possible.

14) Empty Legs

The operation of any return portion of a booked one-way Flight (the "Empty Leg" or "Empty Sector") is dependent and conditional upon either:

14.1. The aircraft flying from its outbound airport to its destination airport for the purposes of flying a return or other charter therefrom; or

14.2. The aircraft flying an inbound charter and then returning from the airport to its home base or elsewhere.

In the event that, in the case of 14.1. above, the return or other charter is cancelled for whatever reason or, in the case of 14.2. above, the inbound charter is cancelled for whatever reason then, the Empty Leg cannot be performed and Aircraft Charter shall have no obligation to the Charterer in respect thereof save for the return of the Charter Price.

Refund policy

If a client wishes to cancel any flight or flights, cancellation charges will apply, ranging from 10% to 100% of the cost of the flight. Please refer to the specific contract for exact cancellations and refund terms for each individual booking.

In the event that the Supplier is unable to perform the flight, the Supplier shall (subject to the provisions of Clause 10 of our terms and conditions and provided that the Charterer has duly fulfilled its obligations) refund to the Charterer such part of the Charter Price previously paid by the Charterer as relates to the Affected Flight(s).

In the event that the Supplier is able to arrange an alternative carrier to operate the Affected Flight(s), but only at an additional cost, the Supplier shall notify the Charterer forthwith and the Charterer shall have the option to charter the Aircraft operated by the alternative carrier provided that, if it so elects, it shall pay to the Supplier such additional costs upon demand. If the Charterer does not so elect, the Supplier shall, (subject to the provisions of Clause 10 of our terms and conditions, and provided that the Charterer has duly fulfilled its obligations), refund to the Charterer such part of the Charter Price previously paid by the Charterer as it relates to the Affected Flights and the Supplier shall thereupon be under no further obligation to the Charterer in relation to the Affected Flights. The Charterer shall indemnify the Supplier against any claim by any passenger of the Charterer arising out of any such variation, cancellation, non-availability or failure to perform provided always that if the Supplier shall receive any refund from the Carrier in respect of any such varied cancelled or unperformed Flights or unavailable seats which have already been paid for by the Charterer, the Supplier shall (subject to the provisions of Clause 10 of our terms and conditions, and provided always that the Charterer shall have duly fulfilled its obligations under this Agreement), repay such refund to the Charterer.

In accordance with Section 14, Part 295 of the Code of Federal Regulations (“Part 295”), Aircraft Charter is an air charter broker that arranges chartered air transportation as an indirect air carrier, both domestic and foreign. The charterer hereby engages and appoints Aircraft Charter to act as the charterer’s authorized agent under the terms and conditions of this agreement to arrange for aircraft charter services from third party certificated air carriers operating under 14 CFR Part 135 or their foreign civil aviation authority equivalent. Aircraft Charter will contract for transportation services solely from air carriers that exercise exclusive operational control over flights arranged by Aircraft Charter. The charterer acknowledges that Aircraft Charter is not an air carrier and possesses no operational control over any aircraft or chartered flight. Prior to the start of any chartered air transportation under this agreement, the charterer will be notified by Aircraft Charter of the flight itinerary, aircraft registration or flight number(s), and where requested, the legal name (and any other name in which the air carrier holds itself out to the public). Aircraft Charter holds a liability insurance policy covering the charterer and passengers and property for every Aircraft Charter chartered flight up to \$1,000,000.00.