



EUROJET

EUROJET AVIATION LIMITED

GENERAL CONDITIONS OF CONTRACT FOR AIR CHARTER

In these Conditions, 'Carrier' means Eurojet Aviation Limited whose principal place of business is at Executive Jet Centre, Belfast International Airport, Belfast BT29 4AB and whose registered office is at Newport House, Newport Road, Stafford, ST16 1DA, 'Charterer' means the charterer of an aircraft operated by the Carrier and 'Charter Agreement' means the document signed by both the Carrier and the Charterer specifying, inter alia, the flights agreed to be performed by the Carrier for the Charterer in exchange for the Charter Price and on the following terms and conditions:

1. The Carrier shall provide an aircraft ('the Aircraft') properly manned equipped and fuelled for each flight specified in the Charter Agreement or as otherwise agreed between the Carrier and the Charterer ('the Flights'). The Carrier may at its discretion substitute therefor one or more reasonably suitable aircraft without limitation as to number type configuration whether or not operated by the Carrier. In the case of any such substitution these Conditions shall apply to such substituted aircraft
2. Unless otherwise agreed where a Flight is to be operated hereunder seven (7) days or less from the date of signature hereof then payment of the entire Charter Price in respect of such flight shall be made upon signature of the Charter Agreement. Where a Flight is to be operated hereunder eight (8) days or more from the date of signature hereof then payment shall be made as more particularly set out in the Charter Agreement
3. Time of payment of the Charter Price shall be of the essence of the contract. The non-exercise by the Carrier of any of its rights hereunder in any particular instance of breach or default by the Charterer whether in respect of payment of the Charter Price or otherwise howsoever shall not constitute a waiver by the Carrier of any such right in that or any subsequent instance
4. Deviation from any of the terms set out in the Charter Agreement through the action of or at the request of the Charterer may involve alterations to the Charter Price
5. Unless otherwise agreed the Charter Price includes passenger airport and passenger security taxes and levies but excludes any costs charges and expenses of or incidental to surface transport to and from airports or landing grounds or the use of town or air terminals and the use of freight sheds or storage areas
6. The Charterer may cancel any of the Flights upon notice given in writing to the Carrier upon incurring cancellation fees of ten per cent (10%) of the Charter Price per Flight in respect of each Flight where notice of cancellation is received 72 hours or more prior to the proposed operation of such flight, fifty per cent (50%) of the Charter Price per Flight in respect of each Flight where notice of cancellation is received less than 72 hours but

more than 12 hours prior to the proposed operation of such flight and ninety percent (90%) where notice of cancellation is received 12 hours or less prior to the proposed operation of such flight or no notice of cancellation is received at all

7. Carriage of passengers and baggage arranged hereunder is subject to the Carrier's General Conditions of Carriage for Passengers and Baggage from time to time in force
8. The captain of the Aircraft shall have absolute discretion concerning the load to be carried and its distribution whether and when a flight should be undertaken and where and when the Aircraft should be landed. The Charterer undertakes to accept all decisions of the captain and to waive all claims against the Carrier its servants and agents for any loss damage costs or claims of whatsoever nature and howsoever arising whether in contract or tort or otherwise as a result of any such decision
9. The Carrier may at its entire discretion utilise any part of the Aircraft left unused by the Charterer
10. The schedules shown in the Charter Agreement and elsewhere are subject to diplomatic and airport clearances, are approximate and not guaranteed. The Carrier may at its entire discretion deviate from the routings and/or flight timings shown if such deviation is in the opinion of the Carrier desirable necessary or is required by national or local air traffic control requirements. If in such a case the Aircraft is diverted to another airfield the carriage by air shall unless the Aircraft is repositioned to the original destination be deemed to be complete when the Aircraft arrives at that other airfield
11. If the Carrier is unable to perform the Flights by reason of any circumstances beyond its control or by any intervening factors including but not limited to war invasion act of foreign enemy hostilities (whether war be declared or not) civil war riot and civil commotion rebellion revolution insurrection or military or usurped power terrorism embargo theft of aircraft seizure of aircraft explosion flood fire earthquake tempest hurricane inclement weather industrial action labour disputes failure in whole or in part resulting directly or indirectly from action inaction or purported action of air traffic control or any government or local authority or any strike lock-out boycott or blockade government restrictions Act of God or any other occurrence of a like nature then the Carrier shall be excused from the performance for a period which is reasonable under the prevailing circumstances
12. If any delay in the commencement or completion of any Flight is caused by the Charterer or by anyone acting on his behalf or any passenger to be carried on any such flight Carrier shall have the option at any time to cancel such flight and such cancellation shall be without prejudice to any claim the Carrier shall have against the Charterer
13. If the departure of a Flight shall be delayed by inclement weather or other reasons beyond the control of the Carrier all passenger expenses shall be paid for by the Charterer. If the departure of a Flight shall be delayed for technical reasons such passenger expenses as deemed reasonable by the Carrier shall be the responsibility of the Carrier
14. If for any reason the Carrier is unable to perform or complete a Flight the liability of the Carrier whether under these Conditions or otherwise to the Charterer shall be limited to the repayment to the Charterer of the Charter Price for such Flight or portion of the Charter Price as shall be proportionate to that part of the Flight which remains unperformed or not completed

15. If the Charterer (i) breaches any provision of these Conditions or (ii) ceases to hold or to comply with the terms of any licence issued by the appropriate authorities in the jurisdiction of the Charterer or (iii) commits an act of bankruptcy or becomes insolvent or (iv) enters into any arrangement or composition with his or its creditors or (v) (being an individual) dies or (vi) (being a partnership) is dissolved by death or otherwise or (vii) (being a corporation) a petition is presented to wind it up (otherwise than for the purpose of merger or reconstruction only) or a liquidator or receiver or like officer appointed then the Carrier shall have the right immediately to cease further performance of the Flights and deem all Flights to be performed hereunder as cancelled by the Charterer with cancellation charges payable in accordance with the scale set out in Condition 6 above
16. Except as the Convention or other applicable law may otherwise require the Carrier shall not be liable for any death wounding or personal injury or claim of whatsoever nature other than death or bodily injury arising from the negligence or otherwise of the Carrier its servants or agents arising out of or in connection with carriage or other services performed hereunder and the Charterer hereby waives all rights or claim against the Carrier and discharges the Carrier its servants and agents from any such claim as aforesaid. The Carrier is not a common carrier and does not accept the obligations of a common carrier nor is there implied in these Conditions any condition or warranty concerning the Aircraft or its fitness for any carriage
17. The Aircraft shall be used only in compliance with the laws and with the lawful directions of the relevant public authorities of the United Kingdom and of any other state over to or from which the Aircraft is flown. The Charterer shall comply with and procure that all passengers and owners or other persons having any interest in goods carried in the Aircraft shall comply with all relevant customs immigration police public health and other lawful regulations and shall compensate the Carrier in respect of any costs arising from failure so to do
18. The Carrier shall apply for and endeavour to procure the grant of all approvals licences and permits required by the United Kingdom and of any state over to or from which the Aircraft is to be flown for the performance of the Flights but the performance of the Flights shall be conditional on the timely grant of and validity of such approvals licences and permits. The Charterer warrants that it will comply with all conditions of such approvals licences or permits to be observed or performed by him and will procure such compliance on the part of all passengers and owners or other persons having any interest in goods to be carried in the Aircraft on the Flights
19. The Charterer shall upon demand of the Carrier furnish the Carrier with a full passenger manifest and other documentation required in respect of any or all Flights sufficiently in advance of each Flight so as not to disrupt the operation of that Flight
20. The Charterer shall not be entitled to assign the benefit of the Charter Agreement or any part hereof to any other person without the consent in writing of the Carrier nor to sub-contract the performance of its obligations hereunder by some other person
21. The Charterer shall at all times keep the Carrier indemnified against all claims expenses damages or legal costs in respect of any liability of whatsoever nature and howsoever arising to the Carrier and the Charterer (including but without prejudice to the generality of the foregoing passenger consignors and consignees) and any damage or loss of whatsoever nature caused to the Carrier its servants or agents or to any aircraft operated by the Carrier arising out of any wilful act or omission of the Charterer its servants or agents whether arising in tort or in contract or out of the cancellation of a Flight by the Charterer whether cancelled or deemed cancelled in accordance with any of the provisions hereof

22. The Charter Agreement incorporating these Conditions is agreed by the Charterer both on its own behalf and as agent for all persons and the owners of all goods carried in the Aircraft
23. The Charter Agreement incorporating these Conditions contains the entire agreement between the Carrier and the Charterer in relation to the chartering of the Aircraft for the Flights to the exclusion of all previous arrangements. There have been no representatives warranties promises guarantees or agreements oral or written express or implied except as set out in the Charter Agreement and these Conditions. Any amendment variation or modification of the Charter Agreement shall be binding only if made in writing and signed by the duly authorised representatives of both the Carrier and the Charterer
24. The Charter Agreement incorporating these Conditions shall be governed by and construed in terms of the laws of England and Wales. Both the Carrier and the Charterer submit to the exclusive jurisdiction of the Courts of England save that the Carrier shall also be entitled to bring any legal action or proceedings in any other jurisdiction it may consider appropriate and the Charterer submits to such jurisdiction

IMPORTANT NOTICE: In the event of an accident resulting in the death or injury of a passenger whilst on a flight operated by Eurojet or another European Community air carrier, the amount of damages payable is not subject to any financial limit unless the carrier concerned can prove that the damage was wholly or partly due to the negligence of the deceased or injured passenger. For damages in excess of 100,000 Special Drawing Rights (approximately £85,000.00) Eurojet or such air carrier may be exonerated if it can prove that it and its agents had taken all necessary measures to avoid the damage or that it was impossible for it or them to take such measures. In addition, in cases of death or bodily injury, Eurojet and other European Community air carriers will make prompt advance payments to the person entitled to compensation, if required to meet immediate economic needs, in proportion to the hardship suffered and not less than 15,000 Special Drawing Rights (approximately £13,000.00) in the event of death.

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