

## Xclusive Jet Charter Ltd – Standard Terms and Conditions

The Terms and Conditions hereby issued shall apply to all contracts for the charter of aircraft from Xclusive Jet Charter Ltd (XJC).

No variation or amendment to these Terms and Conditions shall become effective unless agreed and varied or amended by XJC in writing.

Where a person, firm or company enters into the Agreement as agent of the Charterer, such person, firm or company shall be jointly and severally liable with the charterer for the payment of the final agreed charter price.

### 1 DEFINITIONS

In these conditions the following expressions shall have the following meaning.

The Agreement – any agreement between the Carrier and the Charterer for the charter of aircraft from the carrier.

The Aircraft – any aircraft which is the subject of a charter agreement between the Carrier and the Charterer.

The Carrier – Xclusive Jet Ltd (XJC)

The Charterer – any person, firm or body corporate chartering, or offering to charter, any aircraft from the Carrier

Charter – the flight(s) described within the flight schedule.

### 2 AIRCRAFT AND CREW

The Carrier shall provide for the Charterers sole use the aircraft, crewed with fully licensed and qualified pilots, and equipped for the performance of the Charter. Any additional services shall be specified within the Agreement.

### 3 SUBSTITUTION OF AIRCRAFT

In the event that it is unable to perform any part of the Charter, the Carrier shall be entitled to substitute, on prior notice, any other operator or any equivalent aircraft.

To the extent that such substitution involves additional costs, such additional costs shall be notified to the Charterer, who shall be entitled to either accept the additional cost or decline the offer of alternative carriage.

### 4 CAPTAINS DISCRETION

The Captain of the aircraft shall have absolute discretion;

- a) To refuse any passenger(s), baggage or cargo;
- b) To decide what load may be carried on the Aircraft and how it shall be distributed;
- c) To decide whether and when a flight may be safely undertaken and where and when the Aircraft should be landed.

### 5 LOADING AND PACKING

- a) Subject as otherwise provided within these Terms and Conditions, loading and unloading of the Aircraft shall be at the expense of the Carrier;
- b) The Charterer shall ensure that any goods to be transported are sufficiently and properly packed (or packaged) for carriage and shall supply adequate damage and tie down material taking into account all reasonable demands of the Carrier and the Captain and where necessary complying with IATA Restricted Articles Regulations (or other Regulations as may be applicable), a copy of which is available for inspection at the offices of the Carrier.
- c) Charges for ground transportation, warehouse handling, warehouses and customs clearance shall be at the expense of the Charterer.

### 6 CHARTER PRICE

The Charterer shall pay promptly to the Carrier the charter price in any event no later than 72 hours after receipt of the Carriers invoice unless a different credit period has been agreed by the Carrier. All payments shall be made without deduction, set-off counterclaim or withholding whatsoever. Time for payment shall be of the essence. The Carrier shall be entitled to treat non-payment of the Charter Price as constituting the cancellation by the Charterer of the relevant Charter entitling the Carrier to payment in accordance with the provisions of clause 14, below. The Charter price is fixed once this agreement is signed except where any fuel price increases and currency fluctuation is greater than 5% of the trip.

### 7 INTEREST ON LATE PAYMENT

The Carrier shall be entitled to interest on the amount overdue at the rate of 2.5% per month or part thereof, compounded monthly.

### 8 CARRIERS PROTECTION AGAINST INCREASED COST

If there is any increase after the signing and dating of this Agreement in; security costs, aviation insurance premiums, fuel costs, airport passenger duty and taxes or similar costs, relating to the operation of the aircraft or any part of the Charter, the Carrier shall be entitled to increase the Charter Price accordingly.

### 9 TAXES AND CHARGES

Unless expressly included, the Charter Price does not include any taxes (including without limitation, VAT) levies or charges assessed or imposed by any taxing or aircraft authority directly upon the execution or performance of this Agreement, or the carriage, embarkation and disembarkation of passengers or the loading or unloading of baggage and/or goods all of which shall be paid by the Charterer on demand.

**Flights performed on aircraft operated by Xclusive Jet Charter Ltd are done so on AOC Number GB2220 and Operating License Number OL/B/478 issued by the Civil Aviation Authority**

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### 10 NON PERFORMANCE OR DELAYS

If the performance of the flight is prevented or delayed by the Charterer or anyone acting on its behalf including, but not limited to, any passenger arriving later than 20 minutes before scheduled departure time, the Carrier may at its discretion and any without liability whatsoever depart as scheduled or alternatively elect to delay the flight, in which case, demurrage shall run against the Charterer at a daily rate equivalent to TWO hours flying at the current charter rate for the aircraft.

### 11 DEPARTURE FROM FLIGHT SCHEDULE

The Carrier shall use all reasonable endeavours to complete the Flight Schedule but shall be entitled to depart from the Flight Schedule for any cause or reason beyond its reasonable control and the Charterer shall reimburse the Carrier on demand for any additional expenses incurred as a result.

### 12 DIVERSION

If for any reason beyond the Carriers control the Aircraft is diverted from any destination agreed and stated within the Flight Schedule to another destination, the flight shall be deemed to be complete when the aircraft arrives at that other destination.

### 13 CANCELLATION

In the event of cancellation of the Charter or any part of it, the Carrier shall be entitled to receive, as liquidated damages not a penalty, the following;

- a) 10% of the Charter Price with immediate effect.
- b) 25% of the Charter Price if cancellation occurs less than 7-days but more than 48-hours before scheduled departure time.
- c) 50% of the Charter Price if cancellation occurs less than 48-hours before scheduled departure time.
- d) 100% of the Charter price if cancellation is received at or after departure.

Provided that all cancellations shall be made in writing to the carrier (by email, fax or post).

Cancellation charges are exclusive of any expenses already incurred by the Carrier prior to cancellation.

No charge will be made if a flight is cancelled prior to departure due to adverse weather conditions or other operational reasons whereby the Carrier, in its absolute discretion, considers that it would be unsafe or impracticable to proceed with the flight. No charge will be made for cancellation in cases where the Carrier accepts responsibility. In the vent of cancellation by the carrier, endeavours will be made, if the Charterer so desires, to ensure that the destination is reached by alternative transport at a cost not more than the agreed charter price. The Carrier cannot be held responsible for losses incurred by passengers or customers, whether financial or in any other form, brought about by a delay or cancelled flight, howsoever caused.

### 14 LIABILITY OF CARRIER

- a) The Carrier does not undertake any carriage as a common carrier.
- b) Except as expressly provided within these terms and Conditions the Carrier shall not be liable to the Charterer in any manner whatsoever (whether arising from the negligence of the Carrier, its employees or agents, or otherwise) for any loss or damage whatsoever (including without limitation consequential loss) provided that this shall not exclude or restrict the Carriers liability for death or personal injury resulting from the negligence of the Carrier, its employees or agents.
- c) All liabilities in relation to the carriage by air of passengers and their luggage shall be governed by the Conditions of Carriage of the Carrier, a copy of which is available on request.
- d) The Charterer agrees to indemnify the Carrier and keep the carrier indemnified against all liabilities claims costs and expenses whatsoever incurred to due to or claimed by any third party as a result of any such reason or circumstance save for liability for death or personal injury arising as a result of the negligence of the Carrier, its employees or agents.

### 15 WRONGFUL ACTS OF CHARTERER

The Charterer shall indemnify the Carrier against all claims (including legal fees and costs) in respect of any liability of the Carrier to third persons (including but not limited to passengers, consignors or consignees) 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 Charterer, its servants or agents or any passenger carried with the authority of the Charterer.

### 16 TICKETS

The Carrier shall be responsible for the issue of all necessary passenger tickets, baggage checks and air waybills and the Charterer shall give the Carrier in good time all information and assistance required to complete such documents. The Carrier shall at all times keep the Charterer indemnified against all liabilities, claims, costs and expenses whatsoever which result from any failure to issue a passenger ticket or baggage check or air waybill. Provided however that where passenger tickets and/or baggage checks are delivered to the Charterer or its agent by the Carrier for distribution to passengers the foregoing indemnity shall not apply and the Charterer warrants and undertakes to the Carrier that it will effect delivery of the said tickets to the passengers promptly on receipt and shall indemnify the Carrier against all liabilities costs and expense which result from any failure by the Carrier to effect such delivery.

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### 17 LAWS AND TRAFFIC REGULATIONS

The Charterer shall comply with and ensure that each passenger and/or owner of freight carried observes and complies with all traffic regulations of the Carrier and all customs, police, public health and other laws and regulations which are applicable in the countries to which flights are originated, landings are made or over which flights are made. The Charterer warrants that all passengers will hold all necessary passports, visas, health and other certificates to secure transit through any intermediate points and/or entry into the place of destination and in the event that the local authorities refuse entry to any passenger in circumstances where the Carrier is required to transport such passengers to the point of origin of the flight or to any other point then the cost of so doing shall be repayable by the Charterer to the carrier upon demand.

### 18 ASSIGNMENT

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

### 19 NOTICES

Any notice to be given under this Agreement shall be given by delivering by hand or by sending it first class post to the address, by email or by fax to the fax number of the addressee shown in the Agreement. Such notice shall be deemed given if;

- a) delivered by hand on presentation or refusal or presentation;
- b) by first class post on the second working day after the day of posting; and
- c) by fax on sending provided the addressee does not notify the sender within 24 hours that it has been incorrectly or illegibly sent.

### 20 WAIVER

The rights or neither party shall be prejudiced or restricted by any indulgence or forbearance granted to it and no waiver if any breach shall operate as a waiver of any other or further breach.

### 21 SEVERANCE

If any part of this Agreement (including these Terms and Conditions) is considered by any court or other competent authority to be unenforceable, it shall be considered severable so as not in any way to effect the remainder of the terms.

### 22 THIRD PARTY RIGHTS

The parties to this Agreement shall be deemed not to have intended to confer by the Agreement any rights whatsoever on any other person. Accordingly, the provisions of Contracts (Rights of Third Parties) Act 1999 (or any or re-enactment thereof) are expressly excluded.

### 23 HEADINGS

The heading in these Terms and Conditions are for convenience only and shall not affect interpretation.

### 24 APPLICABLE LAW AND JURISDICTION

The Agreement and these Conditions shall be governed by and construed in accordance with the English Law and the Courts of England shall have non-exclusive jurisdiction to deal with any disputes arising hereunder.

### 25 PAYMENT DETAILS

Xclusive Jet Charter Limited

Sterling Bank Account Details

SORT CODE	20-79-25
ACCOUNT	10064882

## **EU NOTICE REQUIREMENT - ARTICLE 6(1) EU CARRIERS**

### **Air carrier liability for passengers and their baggage**

This information notice summarises the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention.

### **Compensation in the case of death or injury**

There are no financial limits to the liability for passenger injury or death. For damages up to 100,000 SDRs (approximately £82,000) the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

### **Advance payments**

If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16,000 SDRs (approximately £13,000).

### **Passenger delays**

In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4,150 SDRs (approximately £3,500).

### **Baggage delays**

In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1,000 SDRs (approximately £820).

### **Destruction, loss or damage to baggage**

The air carrier is liable for destruction, loss or damage to baggage up to 1,000 SDRs (approximately £820). In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

### **Higher limits for baggage**

A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

### **Complaints on baggage**

If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

### **Liability of contracting and actual carriers**

If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

### **Time limit for action**

Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

### **Basis for the information**

The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No2027/97 (as amended by Regulation (EC) No889/2002) and national legislation of the Member States.