

Terms & Conditions

1. Definitions:

The Aircraft shall mean any aircraft, either sub-chartered, owned or operated, which is the subject of a booking and charter agreement between Plane Chartering and the Client.

The Plane Chartering Group (Plane Chartering) shall mean Plane Chartering limited, Plane Chartering Group limited, Club 328 limited, any subsidiaries, associated businesses including but not limited to Mitre Aviation Limited and Avtech Limited, and any other associated business undertaking, body corporate, partnership, joint venture or person in which Plane Chartering and associated businesses have a significant interest or association. The Carrier shall mean the operator of the chartered Aircraft and any of its staff or assigns The Charter Price shall mean the price payable for the scheduled flight(s) and such services as are agreed in advance between Plane Chartering 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 in writing.

The Confirmed Charter shall mean the charter confirmed by Plane Chartering in accordance with paragraph 2 of these terms and conditions. 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 Plane Chartering and the Client as part of the charter, together with any amendments or additions made during the course of the charter as agreed between Plane Chartering and the Client. Broker – Where Plane Chartering has booked a flight on behalf of a client on an aircraft supplied by another operator, not owned or operated by Plane Chartering and where Plane Chartering is acting solely as an agent for both the Client and the Operator.

Subchapter – Where Plane Chartering has booked a flight on an aircraft supplied by a third party operator where the booking has been made as an agent and or where the flight has been booked by Plane Chartering in order to fulfil an obligation to a client, and where an aircraft owned or operated by Plane Chartering is no longer available for any reason.

2. Confirmed Aircraft Charters & Rentals:

- **2.1** On receipt of a written booking confirmation from the client by email, fax or in writing, whether using the booking confirmation form or not, from the Client, both Plane Chartering 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 Plane Chartering (the "Confirmed Charter").
- **2.2** Performance of the Flight Schedule is conditional on all necessary authorizations, including permission to start and land, being obtainable, unless special circumstances prevail.

3. Plane Catering's Responsibilities and Obligations:

- **3.1** Where Plane Chartering is The Carrier, Plane Chartering will provide an Aircraft for the Client, fully manned, fuelled and equipped to carry out the Flight Schedule set out in the Confirmed Charter. Plane Chartering 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 Plane Chartering will have no liability in relation to such services. Where Plane Chartering is the Broker, Plane Chartering will act as the agent on behalf of the client and make best endeavors to ensure that the aircraft supplied by the third party operator performs in the manner booked, but Plane Chartering shall have no responsibility for the performance of the Carrier, their aircraft or operations. Where the terms and conditions of the Carrier differ from those herein, the terms and conditions of the operator shall take precedence and it is the responsibility of the Client to request those terms and conditions and to verify anything therein related.

- **3.3** Plane Chartering 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 behavior, and to charge the Client any costs related to the Client's or any of its passengers' behavior 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 behavior.
- **3.4** Should the Confirmed Charter Aircraft(s) become unavailable for any reason (whether before or after the commencement of the Flight Schedule), Plane Chartering will use its best endeavors to find another suitable aircraft or Carrier at the same price. Should this prove to be impossible, Plane Chartering will use its best endeavors to find an alternative Carrier and/or Aircraft at as close a price as possible and the Client shall be liable to pay the difference in increased Charter Price prior to departure. If Plane Chartering 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.
- **3.5** Plane Chartering reserves the right to allow the use of any unused space in the Aircraft, including transport of cargo or freight and for additional passengers or flight crew movements. However where such passengers are not flight crew, or employees of the carrier or planechartering, this shall be subject to the consent of the charterer, which shall not be unreasonably withheld.

4. Client's responsibilities and obligations:

- **4.1** The Client must provide all information, in a timely manner and so as not to disrupt the schedule or delay the aircraft or flight operations, 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 Plane Chartering and the Carrier reserves the right for the Aircraft to depart as scheduled whether or not all the passengers are on board the Aircraft. Plane Chartering will have no further responsibility in relation to those passengers who fail to board the flight due to late arrival at the aircraft. Irrespective of the right under this agreement 4.3 below to charge a waiting time due to late departure caused by the Client, Plane chartering also reserves the right to cancel a flight plane chartering without compensation or reduction in price, and without any liability whatsoever to the Client, if the Aircraft has been waiting for more than two hours past the time that has been booked.
- **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 hanger age, 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 and in the event of a return leg being cancelled by the Client, the Client shall also be responsible for any additional costs to relocate the aircraft back to the airport of departure or other airport according to the flight confirmation schedule.
- **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 or airport, for whatever reason, 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 Plane Chartering 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 immediately, to Plane Chartering or their nominated recipient, by cash, credit card and or documented bank transfer.
- **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. Plane Chartering 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 Plane Chartering 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 Plane Chartering at the time of booking. It is agreed by the Client that Plane Chartering makes no warranties, guarantees, or undertakings whatsoever in relation to damage, loss or theft of any luggage or baggage items. If the aircraft is unable to take the baggage for any reason including overload or unsuitability, Plane Chartering shall not be responsible in any way for this baggage or storage or transport of the same.
- **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 any kind of hazardous goods, weapons, guns, knives, sharp implements or pressurized cylinders on the Aircraft shall not be permitted and the

Carrier and its staff, pilots, flight crew or employees 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 Plane Chartering 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 Plane Chartering 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 and immediately notify and agree any such damage with the Pilot or Co-pilot. Failure to notify the flight crew of any damage, and to allow the crew to take notes or evidence of the damage, shall be deemed an acceptance by the Client that no damage has taken place.
- **4.15** The Client agrees that it shall not sub charter any seats on the Aircraft. To sell individual seats could render the flight an illegal operation and should it later come to light that a Client has done this, the Client hereby accepts liability for any and all costs and losses, legal and otherwise, associated with Plane chartering being penalised or fined, and or related loss of business or consequential damages or losses.

5. Payment:

No flight is a confirmed booking according to these terms and conditions until payment in full, or an agreed deposit payment, for the booking has been received by Plane Chartering. Any and all payments due shall be exclusive of local taxes and VAT. Should the Client be a resident within the EU or should the Client not be able to show reason why VAT/TVA should not be paid, all payments shall have VAT added to the quoted prices at the governmental appointed rate within the UK or relevant country. Flights booked more than 30 days in advance may choose to pay for the flight in full or pay a deposit of 50% with the balance falling due 21 days prior to departure.

- **5.1** The Client shall pay the any balance due, or the full value of the Charter Price to Plane Chartering on the earlier of:
 - (a) the date which is four working days from the date of any invoice rendered by Plane Chartering; or
 - (b) the date which is fourteen working days prior to the departure of the first flight in the Flight Schedule.
 - (c) Immediately on booking if the flight is yet to take place and is within 30 days.
- **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, Plane Chartering 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 Plane Chartering to cancel or suspend the Flight Schedule without liability and without prejudice to PlaneChartering'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, fuel, maintenance costs, landing, hanger age, 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, if prior to the flight, within 10 working days of the receipt of an invoice, or immediately by credit or debit card to Plane Chartering or the Pilot and upon other written notification in respect of those expenses from Plane Chartering.
- **5.5** In the event of there being any increased costs to Plane Chartering performing any of their obligations under these terms and conditions which are beyond their control, including but not limited to fuel surcharges, Plane Chartering 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 Plane Chartering when due, interest on the amount overdue will be payable at 3% per month or part of a month, compounded monthly. In addition, and further confirmed flights or bookings shall be suspended until payment has been received in full and a lien may be taken by the pilot over the cargo, freight or baggage.
- **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** Subject to the provisions of 6.2 below, either party can, on the giving of written notice, cancel confirmed flight(s) prior to the departure date.
- **6.2** Should the client cancel in accordance with clause 6.1 above, Plane Chartering 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 & time shall be subject to the following cancellation charges:
 - (a) No notice/no show - 100% of the Charter Price
 - (b) Less than 48 hours - 85% of the Charter Price
 - (c) 48-72 hours - 75% of the Charter Price
 - (d) 73 hours to 7 days - 60% of the Charter Price
 - (e) 8-14 days - 50% of the Charter Price
 - (f) 15-21 days - 30% of the Charter Price
 - (g) Any other cancellation – 25% of the Charter priceShould Plane Chartering wish to vary these terms in favour of the client, it reserves the right to do so, but without any liability to repeat such actions in the future or in relation to any other booking. In the event that Plane Chartering has committed to another operator and or another aircraft not directly under its control, and on behalf of the client, Plane Chartering shall not be liable to the client for any losses or cancellation charges whatsoever and the client shall

indemnify Plane Chartering in respect of any such cancellation charges that the third party operator may make.

- **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 without delay.

7 Exclusions and Limitations of Liability:

- **7.1** Except as expressly provided in these terms and conditions, Plane Chartering shall not be liable to the Client in any manner whatsoever (whether arising from the negligence of Plane Chartering, 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 Plane Chartering's liability for death or personal injury resulting from the negligence of Plane Chartering 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 Plane Chartering against all claims and expenses (including legal fees and costs) in respect of any liability of Plane Chartering 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 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 this shall be referred to arbitration in London. Any such dispute concerning these terms and conditions shall be referred to a single arbitrator to be

agreed between the parties Should it not be possible to agree the appointment of an arbitrator within a reasonable period, then each party shall appoint their own arbitrator.

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

Applicable Law; This contract shall be governed by the Law of England and this contract shall be deemed to have been concluded within England, being the place where Plane Chartering has its place of business, takes payment and is the place of supply. In the event of a dispute, the parties shall first enter into a mediation process which is mandatory on both sides. Should the parties not agree a settlement through mediation within 28 days, then the dispute shall become liable to arbitration between the parties under the English meaning in law of arbitration, each party appointing an arbitrator within 14 days and agreeing to fast track the process. The client hereby agrees to solely use English law and hereby agree to the jurisdiction being England for the purposes of any legal procedure.