

## SaxonAir Charter Ltd: Standard Terms & Conditions for the Charter of Aircraft

### 1. INTRODUCTORY

#### 1.1 In these Conditions:

"the Aircraft"	means the aircraft identified in the Confirmation (or such substitute aircraft as may be assigned to the Programme in accordance with these Conditions) which is the subject of this Agreement for charter by the Company to the Charterer.
"the Charterer"	means the person, company, firm or body named in the Confirmation chartering or offering to charter any aircraft from the Company.
"the Charter Price"	means the charter price specified in the Confirmation.
"the Commander of the Aircraft"	means the pilot, co-pilot or such other appropriate crew member or representative of the Company as may be designated as being in charge of the Aircraft and its operation at any time (whether before, or after the commencement of the Programme).
"the Company"	means SaxonAir Charter Limited, Business Aviation Centre, Norwich International Airport, Norwich, Norfolk NR6 6JT. Company Registration number 06187045, registered office Broadacres, Waveney Hill, Lowestoft, Suffolk, NR32 3PR.
"the Confirmation"	means the Company's standard Private Air Charter Confirmation, which sets out the details of the proposed Programme, and which encloses a copy of these Conditions.
"Notable Special Event"	means any event to which the Programme is connected that is likely (in the sole opinion of the Company) to give rise to an increase in demand for the provision of private charter flights, for example (but without limitation) the Monaco Grand Prix, or any Programme that lasts more than 48 hours.
"the Programme"	means the flight or any series of flights set out in the Confirmation including places of departure, places of destination, any stopping points, any departure and arrival times and any particular agreed functions.
"the States"	means any countries, states, principalities or other territory over which the Aircraft flies during the course of the Programme.

1.2 The terms upon which the Company is willing to charter aircraft to the Charterer with crew are contained in these Conditions and the Confirmation to the exclusion of all other terms, conditions, warranties and representations including in particular any such terms, conditions, warranties and representations specified by the Charterer in any way. The Charterer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in these Conditions or the Confirmation. No addition to or variation of these Conditions shall bind the Company unless accepted in writing by a director of the Company. In the case of any conflict between any terms specifically agreed by the Company and any of these Conditions the former will prevail.

1.3 The Charterer's attention is drawn particularly to Conditions 7 and 8 which exclude or limit the Company's liability.

### 2. CONFIRMATION OF PROGRAMME

2.1 Following initial enquiries and discussions between the Charterer and the Company in respect of a given Programme, the Company will issue a Confirmation to the Charterer for signature.

2.2 The return of the Confirmation duly signed by the Charterer (or its authorised representative) to the Company shall constitute the Charterer's acceptance of these Conditions and those contained in the Confirmation. For the avoidance of doubt, any amendments to the Confirmation or to these Conditions made by the Charterer shall not be accepted by the Company unless expressly accepted in writing.

### 3. PRICE AND PAYMENT

3.1 The Charter Price does not include any taxes, levies or charges (including without limitation VAT and customs duties) assessed or imposed by any airport or air navigation authority or taxing authority on or in connection with the performance of the Programme all of which shall be paid by the Charterer to the Company on demand (whether such demand is made before or after commencement of the Programme).

3.2 Unless otherwise agreed, the Charter Price does not include car or other transport to or from airports or landing grounds for cargo and/or passengers and their baggage, nor does it include the cost of applicable airport taxes for passengers and/or cargo or wifi or satcom use. However, all expenses of crew, running costs, maintenance, repairs, and hangarage are, save as provided in Conditions 3.1, 3.3, 4.1.3, 6.2, 6.3, 6.4 and 7.4 and all included in the Charter Price, save where such costs are increased due to any act or omission of the Charterer.

3.3 The Charter Price does not include any aircraft de-icing costs, which if, in the opinion of the Commander of the Aircraft are required, shall be borne by the Charterer at cost, the price of which shall be due and payable upon demand by the Company.

3.4 The Charter Price shall be payable by the Charterer to the Company within 5 days of its signing and returning the Confirmation in accordance with Condition 2.2 or, if sooner, 48 hours prior to the commencement of the Programme. The Company shall not be liable for any losses, costs or expenses arising out of its failure to undertake preparatory work for the Programme, prior to receipt of payment of the Charter Price in full.

3.5 All payments under the Conditions shall be made in pounds sterling (GBP) without any deduction or set-off whatsoever.

3.6 Time for payment is of the essence.

3.7 Without prejudice to any other remedy available to the Company, the Company may charge interest on a daily basis in respect of any amounts outstanding from the Charterer after the due date for payment, before as well as after any judgment and until receipt by the Company in full, at 2% above the then current base rate of Lloyds TSB Bank plc (or, in its absence, a reasonable equivalent), compounded monthly, which the Charterer shall pay on satisfaction of the overdue payment in question.

### 4. CANCELLATION CHARGES

4.1 The Charterer may cancel this Agreement by notice in writing to the Company, subject to the following cancellation charges:

4.1.1 the Company reserves the right to charge and/or retain 100% of the Charter Price if the Programme is or relates to a Notable Special Event;

4.1.2 on other occasions the following charges shall be payable by the Charterer:

Amount of Notice of Cancellation Prior to commencement of the Programme	Cancellation Charge – as a Percentage of the Charter Price
Over 7 days	10%
7 days to 72 hours	25%
Less than 72 hours	50%
Less than 48 hours	75%
At or after scheduled commencement of the Programme, or Cancellation after the Programme has commenced.	100%

4.1.3 in addition to the charges referred to in Conditions 4.1.1 and 4.1.2, the Company may also charge the Charterer any expenses incurred by the Company in relation to the Programme up to the time of cancellation including, but not limited to, landing and/or parking charges, take off and landing slots expenses, and any crew and pilot expenses (such as accommodation and/or sustenance). Any such additional charges shall be invoiced to the Charterer by the Company following cancellation.

4.2 Any payments due to the Company pursuant to Condition 4.1 shall be payable by the Charterer within 5 days of the relevant cancellation or (if applicable) of receipt by the Charterer of the invoice referred to at Condition 4.1.3. In the event that the Charterer has paid an amount in respect of the Programme in advance and that sum is greater than the sum due following a cancellation pursuant to Condition 4.1, any excess shall be returned to the Charterer by the Company within 14 days of the relevant cancellation.

### 5. COMPANY'S OBLIGATIONS AND DISCRETION

5.1 The Company shall provide the Aircraft manned, maintained and equipped for the performance of the Programme, but shall provide no other services, either in flight or on the ground, unless specifically set out in the Confirmation.

5.2 The Company shall not be obliged to provide crew members that speak any language other than English.

5.3 The Commander of the Aircraft shall have absolute discretion (and without liability of the Company to the Charterer) to refuse to carry any passenger, baggage or cargo, to decide whether, when and how a flight may safely and legally be undertaken, where and when the Aircraft should be landed, and generally as to all matters relating to the safety and/or operation of the Aircraft.

5.4 The maximum number of passengers shall be specified in the Confirmation.

- 5.5 Unless otherwise specifically agreed, the Company may at its discretion and without compensation to the Charterer use any part of the carrying capacity of the Aircraft unused by the Charterer for the programme and any part of the Programme unused by the Charterer, provided it does not interfere with the Programme.
- 5.6 The Company shall, in its absolute discretion, be entitled to substitute the Aircraft, the Commander of the Aircraft, any crew member or any other specific aspect of the Programme detailed in the Confirmation for another reasonably suitable alternative, whether or not operated by or under the control of the Company.
- 5.7 The Company is not a common carrier and does not accept the obligations of a common carrier and, to the fullest extent permitted by law, any such obligation that may be implied into these Conditions is hereby expressly excluded.
- 6. THE CHARTERER'S OBLIGATIONS**
- 6.1 The Charterer agrees to present all relevant passengers, baggage and cargo at the times and in the places stated in the Confirmation in all respects ready to commence embarkation or loading.
- 6.2 Notwithstanding the provisions of condition 7.1 the Charterer shall be liable to the Company for all waiting time and any time spent loading or unloading the Aircraft in excess of the appropriate lay time (if any) specified in the Confirmation or of what is otherwise reasonable in the sole opinion of the Company, where any such excess is due to any act or omission of the Charterer, its representatives or any of its passengers.
- 6.3 The Charterer shall be responsible for any applicable immigration and customs charges.
- 6.4 The Charterer will ensure that all passengers hold all necessary passports, visas, immigration documentation, health certificates and other similar documents and will be responsible for any costs of repatriation or destination which may be incurred including in particular (without limitation) any payments required under the Immigration Act 1971 or the Immigration and Asylum Act 1999 or any similar legislation in the United Kingdom or any other country.
- 6.5 The Charterer shall, and shall procure that all passengers shall, comply with instructions given by the Commander of the Aircraft whilst on board the Aircraft and whilst at any boarding or disembarkation area at an airport. The Charterer shall, and shall procure that all passengers shall, comply with all instructions issued by the Company in relation to health and safety, and the carriage of baggage or cargo on the Aircraft.
- 7. NON-PERFORMANCE, DELAY, VARIATIONS AND DIVERSIONS**
- 7.1 Without prejudice to the Company's rights under Condition 6.2, if the performance of the Programme is prevented or delayed by any act or omission of the Charterer or anyone under its control or acting on its behalf (including, without limitation, by any passenger, baggage or cargo arriving later than 20 minutes before the agreed scheduled departure time) the Company may at its discretion and without liability:
- 7.1.1 depart as scheduled; and/or
- 7.1.2 delay departure for up to 2 hours during which time the Charter Price will be payable as if the Aircraft were airborne; and/or
- 7.1.3 reduce the duration of the Programme if necessary to prevent the pilot of the Aircraft and or the Aircraft crew exceeding the number of hours for which they are legally entitled to work; and/or
- 7.1.4 cancel the Programme, following which cancellation the Charterer shall pay all cancellation costs as set out in Condition 4 as if the Charterer had cancelled the Programme after the commencement of the Programme;
- and the Charterer shall indemnify the Company and hold the Company harmless against, any loss, damage, costs and expenses of any kind incurred by the Company and arising wholly or partly out of the relevant act or omission of the Charterer or those under its control or acting on its behalf.
- 7.2 In the event of non-performance, partial performance or delay of the Programme (or any part of it) resulting wholly or partly from technical breakdown of or accidental damage to the Aircraft or any part of it or any event of force majeure or occurrence or circumstance of any kind beyond the Company's control, including (without limitation) the acts or omissions of third parties, industrial action, weather, atmospheric or environmental conditions, natural disaster, act of terrorism, war or the act of any authority, the Company shall have no liability to the Charterer. In the event of a partial performance of the Programme pursuant to this Condition 7.2, the Charterer shall be liable to pay such proportion of the Charter Price as is referable to that part of the Programme which has been performed, and all expenses attributable thereto, and anything in excess of such sums that has already paid by the Charterer shall be refunded by the Company. The Company's determination of the referable part of the Charter Price and the connected expenses shall be conclusive.
- 7.3 Neither the Company or the Commander of the Aircraft shall be required to agree to any variation to the Programme, or any matter referred to in the Confirmation. In the event of any variation from or addition to the Programme at the request of the Charterer and agreed to by the Company of the Commander of the Aircraft, the Charterer shall pay, on demand, for additional flying hours where appropriate at the hourly rate applicable to the Programme or such rate stated by the Company which is reasonable having regard to the Charter Price and any expenses or losses arising from or connected with the variation from or addition to the Programme, together with all expenses of any kind connected therewith (including, without limitation, any transport, accommodation and subsistence expenses incurred by the crew (if relevant) and any engineering staff).
- 7.4 The Company shall use reasonable endeavours to perform and complete the Programme but may, in its absolute discretion, vary the Programme if the Company or the Commander of the Aircraft considers it necessary or advisable in the interests of safety, legality, the protection of the Aircraft, or for any other reason. In such circumstances, any resultant additional flying hours, expenses and any other losses of any kind incurred by the Company, shall be payable on demand by the Charterer.
- 7.5 The Company shall use reasonable endeavours to perform the Programme in accordance with any times indicated but such times are not guaranteed and (without prejudice to the generality of Condition 7.2 of these Conditions) the Company shall have no liability for reasonable delay, and time of performance shall not be of the essence.
- 7.6 If, for any reason whatsoever, the Aircraft is unable to reach the scheduled destination or stopover or if, in the opinion of the Commander of the Aircraft or the Company, it is undesirable for any reason (including without limitation in the interests of the safety of the Aircraft or the passengers or the cargo, or if, in the opinion of the Company or the Commander of the Aircraft the Aircraft is likely to be delayed in such scheduled destination or stopover) for the Aircraft to attempt to proceed to such scheduled destination or stopover, the Commander of the Aircraft or the Company may substitute therefor such other reasonable alternative place (including the place from which the Aircraft departed) in discharge of the obligations of the Company under these Conditions. Such right of substitution may be exercised before or after the Aircraft has left any place of departure and whether or not the Aircraft is in the air or on the ground. This right of substitution shall apply in respect of any journey to any destination.
- 7.7 In the event of the Company assigning a substitute Aircraft from a third-party Carrier to the programme in accordance with these Conditions, then the General Terms of Air Charter Brokerage as enclosed shall apply.
- 8. INSURANCE, LIABILITY AND INDEMNITY**
- 8.1 The Company shall maintain in full force and effect during the term of the Programme such policy or policies of insurance as it considers reasonably appropriate to cover the risks associated with performance of the Programme, but which does not limit the amount that can be claimed in respect of a single claim for bodily injury and/or property damage to third parties including passengers and/or baggage and/or cargo to less than £15,000,000.
- 8.2 Nothing in these Conditions shall limit or exclude the Company's liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors, or for fraud or fraudulent misrepresentation.
- 8.3 Subject to Condition 8.2, the Company's total liability to the Charterer in respect of all other losses arising under or in connection with the Programme and the contract for charter of the Aircraft, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Charter Price.
- 8.4 The Company shall not be liable to the Charterer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss of any type arising under or in connection with these Conditions, the Programme or the contract for the charter of the Aircraft.
- 8.5 The Company will not have any liability whatever to third parties, and the Charterer shall indemnify and hold the Company harmless against any loss, damage, costs, claims and expenses of any kind in respect of any liability whatsoever to third parties, in each case in so far as such liability arises wholly or partly out of any of the following:
- (a) any breach of contract by the Charterer (including in particular, without limitation, the Charterer's failure to provide equipment, materials, accessories, or ground services or facilities reasonably suitable for the Programme);
- (b) any wrongful or negligent act or omission of the Charterer or its employees, agents or sub-contractors or any passenger or owner of baggage or cargo carried at the Charterer's request;
- (c) any damage to, destruction of or loss of use of any property (other than the Aircraft itself and baggage and cargo covered by Condition 8.1 hereof) supplied by or at the request of the Charterer and in the care, custody or control of the Company.
- 9. COMPLIANCE WITH REGULATIONS**
- The Aircraft shall be used only in accordance with the laws and regulations of the United Kingdom and the States and in accordance with any Air Navigation Orders, Regulations and Directions in force in the country of registration of the Aircraft at the time of performance of the Programme. The Charterer shall comply and shall procure that all passengers and owners or other persons having any interest in goods carried

in the Aircraft shall comply with all relevant customs, police, public health and other lawful regulations in the United Kingdom and the States. The Company shall, at its own expense, apply for and use its reasonable endeavours to procure the grant of all licences and permits required by the law of the United Kingdom or of any State for the performance of the Programme and any such performance shall be conditional upon the timely grant and validity of such licences and permits. The Charterer warrants that it will comply with all conditions of such licences or permits to be observed or performed by it and it will procure such compliance on the part of all passengers and owners or other persons interested in baggage or cargo to be carried on the Aircraft. The Charterer shall, as soon as possible on request by the Company, provide the Company with all and any information that the Company may require in order to apply for any licences and to complete any travel documents which the Company may be obliged to issue.

**10. ASSIGNMENT**

The Charterer shall not be entitled to assign the benefit of this agreement to any other person without the consent in writing of a duly authorised director of the Company but the Company may procure the various performances of its obligations hereunder by any one or more other person, firm or company.

**11. SEVERANCE**

- 11.1 If a court or other competent body finds that any provision of these Conditions (or any part of any provision) is invalid, illegal or unenforceable, that provision or part provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of these Conditions shall not be affected.
- 11.2 If any invalid, unenforceable or illegal provision of these Conditions would be valid, enforceable and legal if some part of it were deleted the provision shall apply with the minimum modification necessary to make it legal, valid and unenforceable.

**12. NOTICES**

All notices and other communications in connection with this Agreement shall be in writing and either delivered by hand or sent by email or fax in the case of the Company to such address as it may have notified for such purposes, or in the absence of such notification, to its registered office, and in the case of the Charterer to its address last known to the Company. Notices shall be considered served upon delivery in the case of delivery by hand and, in the case of transmission by email or fax, at the time of transmission where such email or fax is correctly addressed (or sent to the correct number) and where the sending party does not receive an error message in respect of such transmission.

**13. GOVERNING LAW**

- 13.1 This Agreement shall be construed in accordance with the Laws of England and Wales.
- 13.2 Both the Company and the Charterer hereby irrevocably agrees, for the sole benefit of the Company that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with these Conditions or the contract for the charter of the Aircraft, its subject matter or formation (including non-contractual disputes or claims). Nothing in this Condition 13.2 shall limit the right of the Company to take proceedings against the Charterer in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.



## SaxonAir Charter Ltd: General Terms of Air Charter Brokerage

### NOTICE – EU COUNCIL REGULATION 889/2002

Where the Carrier is a Community Air Carrier EU Council Regulation 2027/97 as amended by EU regulation 889/2002 shall govern the liability of such carrier.

### NOTICE – EU COUNCIL REGULATION 261/2004

Where the Carrier is a Community Air Carrier EU Council Regulation 261/2004 establishing common rules on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights may apply to the Flight

### NOTICE – WARSAW/MONTREAL CONVENTIONS LIABILITY FOR BAGGAGE, CARGO, INJURY OR DEATH

The Flight may be governed by the International Convention for the Unification of Certain Rules Relating to International Carriage by Air as amended (the "Warsaw Convention") as amended and supplemented 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 28<sup>th</sup> 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) conducted by the Carrier.

**WHEREAS:**

- (A) These General Terms and Conditions (the "**General Terms and Conditions**") set out the general terms and conditions for the supply of air charter brokerage services and related services by SaxonAir Charter Limited ("**SaxonAir**") to the Charterer (as set out in the Charter Contract).
- (B) The provisions of these General Terms and Conditions will be incorporated into each Charter Contract in their entirety, unless otherwise stated.
- (C) In the event of any conflict between the terms of any Charter Contract and the General Terms and Conditions, the Charter Contract shall prevail.

**1. Definitions**

<b>Agreement</b>	means the Agreement between the Charterer and SaxonAir for the provision by SaxonAir of air charter brokerage services comprising these General Terms and Conditions, all Charter Contracts and any annexes and schedules thereto.
<b>Aircraft</b>	means the aircraft (or its suitable substitute) operated in connection with a Flight
<b>Carrier</b>	means any commercial air carrier or aircraft operator selected to provide the Aircraft for the period of the Charter
<b>Charter</b>	means the charter of the Aircraft by the Charterer, as arranged by SaxonAir and pursuant to the terms herein
<b>Charter Price</b>	means the price of the Charter as set out in the Charter Contract
<b>Charter Contract</b>	means the charter details substantially in the form of the Schedule hereto
<b>Check-in Time</b>	the time or times stated in the Charter Contract or as otherwise notified to the Charterer by SaxonAir
<b>Departure Time</b>	means the departure time of the Flight(s) as set out in the Charter Contract
<b>Flight</b>	means the flight(s) described in each Charter Contract
<b>Force Majeure</b>	means any event beyond a party's control including (but not limited to) acts of God, explosions, revolutions, acts of terrorism, hijacking, insurrection, riot, civil commotion, war, national or local emergency, act of government, lock-out, strike, industrial dispute or action, fire, lightning, flooding, embargoes, quarantine, requisition of an aircraft or cargo, acts or omissions of third parties and extreme weather conditions, accidents to or failure of the Aircraft, engines or any other part thereof or any machinery or apparatus used in connection therewith.
<b>Traffic Documents</b>	all passenger tickets, baggage checks, air waybills and other documents required under applicable international conventions or other applicable law.



## 2. Services provided by SaxonAir

- 2.1 SaxonAir agrees to provide aircraft charter brokerage services to the Charterer in accordance with the requirements, terms and conditions of this Agreement.
- 2.2 SaxonAir shall be responsible for the sourcing of a suitable aircraft from the Carrier for Charter in accordance with the Charterer's requirements.
- 2.3 The Charterer agrees that carriage will be provided by the Carrier and that the Carrier will have the exclusive responsibility for the maintenance and operation of the Aircraft for the period of the Charter. The Charterer agrees that, SaxonAir, having no authorisation from the Carrier, the crew shall be the servants and agents of the Carrier and shall be authorised to take orders only from the Carrier unless otherwise agreed by the Carrier and recorded in writing.
- 2.4 SaxonAir shall procure that the Carrier provides the Aircraft properly manned, maintained, equipped and fuelled for the Charter in accordance with the laws and regulations of the state of registration of the Aircraft and all other applicable laws and regulations.
- 2.5 Carriage performed by the Carrier shall be subject to the conditions of carriage contained or referred to in the Traffic Documents of the Carrier from time to time, including its own conditions of carriage.

## 3. Charter Price

- 3.1 The Charter Price shall be specified in the Charter Contract and shall, unless otherwise stated, include fuel, oil, maintenance, landing, security, per capita head fees, air traffic control, hangarage, parking, ground handling, all license fees, clearance fees, royalties and non-objection fees, baggage screening charges, and the remuneration and expenses of the Carrier's crew and cabin staff.
- 3.2 All other costs including (but not limited to) connections to and from airports, ground accommodation and non-standard catering shall exclusively be for the account of the Charterer, unless otherwise specified in the Charter Contract.
- 3.3 The Charter Price shall be based on the costs of aviation fuel and other variables at the date of the Charter Contract. Accordingly, the Charter Price shall be subject to surcharges imposed by the Carrier for any fuel, insurance or currency variations.
- 3.4 The Charter Price and all other charges provided for in this Agreement are exclusive of any value added or sales taxes which shall be paid in addition by the Charterer at the prevailing rate.

## 4. Payment

- 4.1 The Charterer shall pay SaxonAir the Charter Price and any other sums set out in the Charter Contract at the time specified in the Charter Contract and in the currency specified in the Charter Contract without set-off, deduction or counterclaim.
- 4.2 In the event that additional services are requested over and above those in the Charter Contract and SaxonAir agree to provide such services, SaxonAir shall raise separate invoices for such services, the payment terms for which shall be set out in the invoice.
- 4.3 In the event that the Charterer is required to withhold any part of any payment payable by it to SaxonAir 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, SaxonAir shall receive from the Charterer the full amount of such payment.
- 4.4 Time of payment is of the essence in this Agreement. SaxonAir may, without prejudice to any other rights or remedies under this Agreement, terminate this Agreement without liability to the Charterer in the event that payments are not made on the dates specified. SaxonAir shall also be entitled to recover from the Charterer any applicable cancellation charges imposed by the Carrier.
- 4.5 If for any reason any payment due to SaxonAir hereunder is not made on the due date, and notwithstanding SaxonAir's rights in Clause 4.3, then the Charterer shall pay to SaxonAir simple interest on the amount unpaid at the rate of 8% per annum above the prevailing base rate of Lloyds Bank from the due date until the date of payment.

## 5. Traffic Documents and Embarkation

- 5.1 SaxonAir shall procure that the Carrier shall supply the Traffic Documents and all other necessary documents relating to the carriage undertaken pursuant to this Agreement and the Charterer shall provide to SaxonAir 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.
- 5.2 All Flights are conditional on the grant and continued retention of, and are subject to, the terms and conditions of (i) the relevant air transport license issued to the Carrier by the relevant authority and (ii) any further licenses or registrations which may be required for the operation of the Flight, whether required under the laws or regulations of the state in which the Aircraft is registered or any other state to, from or over which the Aircraft will be flown in the course of the Flight.
- 5.3 The Charterer shall ensure that passengers and their baggage and any cargo shall be at the specified check-in point at the departure airport not later than the Check-in Time and that all passengers possess all required Traffic Documents, identity documents, passports, visas and other documents required by the Carrier and authorities of states of departure, transit and arrival of the Flight for the transportation of them, their baggage and any cargo.
- 5.4 In the event that any passenger of the Charterer fails to arrive in sufficient time to be carried on the Flight (notwithstanding any efforts made by SaxonAir to re-schedule the Flight pursuant to Clause 6.2), SaxonAir and/or the Carrier shall be under no liability whatsoever to the Charterer or to such passenger. If the Carrier, in its absolute discretion, arranges for any such passenger to be carried on an alternative flight or routing, the Charterer shall pay on demand to SaxonAir such additional sum that the SaxonAir may specify for each such passenger to cover any additional charges levied by the Carrier.
- 5.5 In the event that any passenger of the Charterer is refused entry at any destination airport, the Charterer shall indemnify and keep indemnified SaxonAir, its officers, employees and agents against any and all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) incurred by SaxonAir in respect thereof (including but not limited to charges, fees, penalties, imposts or other expenses levied upon the Carrier and passed on to SaxonAir) or of any arrangements made by the Carrier and/or SaxonAir to return such passenger to the country from which such passenger was originally carried.

## 6. Flight Cancellation and Delay

- 6.1 In the event that:
- 6.1.1 any Aircraft required for the operation of any Flight 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
- 6.1.2 if the Carrier has an administrator, receiver, administrative receiver, trustee or other like person appointed over a part or all of its assets or business and as a result the Carrier



is unable to perform the Flights at the same cost to the Carrier; or

6.1.3. if the Carrier becomes insolvent, enters into voluntary liquidation or is compulsorily wound up

then SaxonAir shall use reasonable endeavors to find an alternative carrier to operate such Flights as may be affected by the occurrence of any of the above events.

6.2. If a Flight is, or is to be delayed beyond the scheduled time of departure by reason of any failure by the Charterer or any passenger to comply with its obligations hereunder or any other act or omission on the part of the Charterer or any passenger, in all cases which is not attributable to Force Majeure or otherwise not beyond Charterer's or any passenger's control, then SaxonAir shall use reasonable endeavors to make arrangements with the Carrier to re-schedule the affected Flight provided always that the Charterer shall indemnify SaxonAir in respect of any loss incurred by, or increased charges levied on, SaxonAir as a result of such delay.

6.3. If SaxonAir is unable to make arrangements with the Carrier to re-schedule the affected Flight, SaxonAir reserves the right in such circumstances to cancel the Charter Agreement with respect to the affected Flight, and to charge the Charterer the applicable cancellation charges in the Charter Contract.

6.4. In the event of any delay (other than any delay for technical reasons the responsibility and liability 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 Carrier shall be reimbursed by the Charterer to SaxonAir on demand.

6.5. The Charterer may cancel a Flight pursuant to this Agreement at any time prior to departure by notice in writing to SaxonAir, subject to the cancellation terms set out in the Charter Contract.

6.6. Cancellation charges shall vary depending on the Carrier and Flight(s) to be performed. SaxonAir shall use reasonable endeavours to minimize cancellation charges raised by the Carrier however the Charterer acknowledges that such charges will be levied upon SaxonAir in the event of Charterer's cancellation and as such, the cancellation charges as between SaxonAir and Charterer represent a genuine pre-estimate of the loss that SaxonAir will suffer and do not in any way represent a penalty.

## 7. Aircraft and Crew

7.1. The captain of the Aircraft shall have complete discretion concerning preparation of the load carried and its distribution and of the Aircraft for flight, whether or not a Flight shall be undertaken or abandoned once undertaken and 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.

7.2. All ground and operating personnel, including cabin staff, are authorized to take orders only from the Carrier unless specific written agreement shall first have been obtained from the Carrier whereby certain defined instructions may be accepted by such personnel from the Charterer.

7.3. Subject always to the Carrier's conditions of carriage, in the event that a passenger's conduct, behaviour or health is deemed by the captain of the Aircraft to cause, or be likely to cause, discomfort or nuisance to other passengers or jeopardise the safety of the passengers and/or the Aircraft, then the captain of the Aircraft shall be entitled to take any action deemed necessary to procure the safety of the passengers and Aircraft including, but not limited to diverting or returning to the airport of departure and/or removing the passenger(s) in question. If such action is deemed necessary, Charterer shall compensate SaxonAir against any loss incurred by SaxonAir as a result of such diversion and removal.

## 8. Exclusion of Liability

8.1. Neither SaxonAir nor the Charterer shall be under any liability to each other for any failure by it to perform its respective obligations under this Agreement arising from Force Majeure. .

8.2. The Charterer shall indemnify SaxonAir, its officers, employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred and arising out of or in connection with:

8.2.1. Charterer's breach or negligent performance or non-performance of this Agreement; and

8.2.2. the enforcement of this Agreement; and

8.2.3. any claim made against SaxonAir by a third party arising out of or in connection with the Charter, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by Charterer, its employees, agents or subcontractors;

8.3. SaxonAir is not an air carrier neither is it an operator of aircraft or agent of the Carrier and accordingly shall not be deemed to undertake any carriage to which this Agreement relates as a common carrier.

8.4. The Charterer hereby acknowledges and agrees that SaxonAir is not in any way responsible for the acts, omissions or defaults of the Carrier or the failure of the Carrier to perform its obligations contemplated hereunder and hereby waives any claims against SaxonAir for the Carrier's acts, omissions and defaults, including but not limited to, technical failure of the Aircraft resulting in accident, cancellation or delay.

8.5. Nothing in this agreement limits or excludes SaxonAir's liability for:

8.5.1 death or personal injury caused by its negligence; or

8.5.2 fraud or fraudulent misrepresentation;

8.6. Subject to clause 8.5, SaxonAir shall not be liable to the Charterer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:

8.6.1 loss of profits;

8.6.2 loss of sales or business;

8.6.3 loss of agreements or contracts;

8.6.4 loss of anticipated savings;

8.6.5 loss of or damage to goodwill;

8.6.6 loss of use or corruption of software, data or information;

8.6.7 any indirect or consequential loss.



**9. Termination**

- 9.1 Either party (the "Terminating Party") may terminate this Agreement immediately by notice in writing if:
- 9.1.1 the other party commits a breach of this Agreement which is incapable of remedy or which, if capable of remedy, is not remedied within such reasonable time as the Terminating Party shall require following notice to the other party of the breach; or
  - 9.1.2 the other party is unable to pay its debts (within the meaning of Section 123 Insolvency Act 1986 as if the words 'if it is proved to the satisfaction of the court' were replaced by 'if in the reasonable opinion of the Terminating Party') or a petition is presented or a resolution is passed to wind up the other party or an administration order is made in relation to the other party or a receiver, manager, administrative receiver or like person is appointed over the whole or any material part of the property, undertaking or assets of the other party; or the other party makes a voluntary arrangement within the meaning of Section 253 Insolvency Act 1986 or the other party becomes insolvent or is otherwise unable to pay its debts; or an analogous event to any of those in this clause 9.1.2 occurs in respect of the other party in any territory whose jurisdiction the other party is subject.
- 9.2 Termination of this Agreement shall be without prejudice to any rights or remedies available to or any obligations or liabilities accrued to, either party at the effective date of termination. Except as provided herein, following termination the parties will have no obligation to further perform their obligations under this Agreement, with the exception of any obligations which expressly apply hereunder after termination.
- 9.3 Notwithstanding anything in this Agreement to the contrary, in the event of any termination by SaxonAir, SaxonAir shall, at Charterer's request and subject to payment of the Charter Price and any other sums due in respect of the Charter, honour and cause each Carrier to perform any trips that were scheduled by Charterer prior to the effective date of the termination.

**10. Miscellaneous**

- 10.1 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.
- 10.2 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.
- 10.3 No person other than a party to this Agreement may enforce this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999
- 10.4 No party has relied on any warranty or representation of any other party except as expressly stated or referred to in this Agreement.
- 10.5 No claims shall be made against SaxonAir 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.
- 10.6 No variation of this Agreement shall be effective unless made in writing and signed by authorised signatories on behalf of both parties.
- 10.7 No failure by SaxonAir to exercise and no delay by SaxonAir in exercising any right, power or 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.
- 10.8 The Charterer shall not be entitled to assign the benefit of this Agreement without SaxonAir's prior written consent.
- 10.9 The waiver by either party of a breach or a default of any provision of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any right, power or privilege by such party.
- 10.10 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 10.11 Each party irrevocably agrees, for the sole benefit of SaxonAir that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of SaxonAir to take proceedings against Charterer in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction. If so requested by SaxonAir the Charterer shall provide an address in England and Wales where service of process can be effected.

**OR, IF CHARTERER IS IN RUSSIA**

- [10.11 Any dispute arising out of or in connection with this contract, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the LCIA Rules, which Rules are deemed to be incorporated by reference into this clause.
- 10.11.1 The number of arbitrators shall be one.
  - 10.11.2 The seat, or legal place, of arbitration shall be the United Kingdom.
  - 10.11.3 The language to be used in the arbitral proceedings shall be English.
  - 10.11.4 The governing law of the contract shall be the substantive law of England and Wales.]
- 10.12 This Agreement may be executed in any number of counterparts each of which shall be an original but such counterparts shall together constitute but one and the same instrument.

--- End ---