

CHARTER TERMS AND CONDITIONS

STANDARD TERMS & CONDITIONS FOR THE CHARTER OF AIRCRAFT

These Terms and Conditions are to be read in conjunction with the Flight Schedule and shall apply to all contracts for the charter of aircraft from Aviation Beauport Limited ("AVB") by the Charterer (hereinafter defined), to the exclusion of all other terms, conditions, warranties and representations. No variation of these Terms and Conditions shall be effective unless agreed in writing by AVB.

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

In the case of sub-contracted aircraft the Terms and Conditions of that sub-contracted carrier, which will be available upon request, will apply.

1. DEFINITIONS

In these conditions the following expressions shall have the following meanings:

The Agreement – any agreement between AVB and the Charterer for the charter of an aircraft from AVB as defined in the Flight Schedule.

The Aircraft – any aircraft which is the subject of the charter Agreement between AVB and the Charterer.

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

Charter – the flight(s) described in the Flight Schedule.

2. AIRCRAFT AND CREW

AVB shall provide for the Charterer's sole use the Aircraft equipped for the performance of the charter. Smoking is not permitted on any aircraft.

3. COMMENCEMENT

A charter is deemed to have commenced when the aircraft leaves its departure point with the passengers on board or leaves its departure point on a positioning flight to collect the passengers.

The Charterer agrees to present the passengers or cargo at the times and in the places stated in the flight schedule in all respects ready to commence embarkation or loading. If the passengers fail to commence embarkation or loading within two hours after the appointed time, AVB shall have the option of cancelling the charter agreement and the Charterer shall be liable for cancellation charges in accordance with the provisions of Clause 14.

If within four hours after the agreed departure time, AVB fails to present the aircraft for loading or to substitute an alternative aircraft, it shall be under no further obligation or liability to the Charterer beyond the refund of any sum already paid by the Charterer and the Charterer shall be at liberty to charter an alternative aircraft from an alternative Carrier and shall have no claim whatsoever against AVB.

4. SUBSTITUTION OF AIRCRAFT

In the event that it is unable to perform any part of the Charter AVB shall be entitled to substitute any other operator or any equivalent aircraft. Should such substitution involve additional costs, such costs shall be notified to the Charterer, who shall be entitled to either accept the additional cost or decline the offer of alternative carriage. In the event of the Charterer declining the offer of alternative carriage AVB shall be entitled to apply a proportionate charge for the completed sectors.

5. CAPTAIN'S DISCRETION

The Captain of the Aircraft (the "Captain") shall have absolute discretion:

- (a) to refuse any passenger(s), baggage or cargo;
- (b) notwithstanding (a) above, to deny boarding to any passenger who is deemed by the Captain in his opinion to be unacceptable to fly due to intoxication through drink or drugs or unruly behaviour. In this case the charter price may be forfeited and no money refunded;
- (c) to decide what load may be carried on the Aircraft and how it shall be distributed;
- (d) to decide whether and when a flight may be safely undertaken and where and when the aircraft should be landed;
- (e) to land or deviate at any time or to any place whatsoever for any purpose which in his opinion is necessary for the safety of the Aircraft, crew, passengers or cargo.

Passengers must comply with all and any orders or directions given by the Captain for the satisfactory completion of the flight.

6. ADVERSE WEATHER CONDITIONS

If in the judgement and absolute discretion of the Captain, the destination airfield is unsuitable for landing at the scheduled ETA for whatsoever reason AVB will have the right to:

- (a) delay the flight for a period depending upon further requirements for the aircraft;
- (b) offer the charterer an alternative destination airfield. Should such alternative destination involve additional costs, such costs shall be borne by the Charterer.

Either party may cancel the flight after a delay of two hours. In which event

AVB shall be entitled to apply a proportionate charge for any completed sectors.

Notwithstanding such adverse weather conditions, should the Charterer request that the flight is conducted to the flight schedule, and the Captain in his absolute discretion agrees, the Charterer will be liable for any additional costs incurred for any holding or subsequent diversions if the original destination remains unsuitable for landing.

7. LOADING AND PACKING

- (a) Each item of baggage must not weigh more than 25kg.
- (b) The Charterer shall ensure that any goods to be transported are sufficiently and properly packed for carriage taking into account all reasonable demands of AVB and the Captain and where necessary complying with any regulations of the Civil Aviation Authority for the safety of the aircraft, passengers, crew or cargo.
- (c) AVB does not accept responsibility for personal items, valuables or luggage.

8. DANGEROUS GOODS

The following items are not permitted on board aircraft:

Compressed gases (deeply refrigerated, flammable, non-flammable and poisonous)

Explosives (munitions, fireworks and flares)*

Corrosives (acids, alkalis, mercury and wet cell batteries)

Radio-active material

Flammable liquids and solids (lighter fuel, matches of any kind, paints, thinners and fire-lighters)

Poisons (weed-killer, insecticides and live virus or bacteria)

Oxidising materials (peroxides and bleaching powder)

Other items which are irritating or offensive materials or magnetised materials.

*Ammunition for firearms may be carried at the discretion of AVB by prior arrangement.

In addition, the carriage of any other kind of hazardous goods, weapons, guns, knives, sharp implements or pressurised cylinders on the Aircraft shall not be permitted without the prior written consent of AVB.

AVB, its staff and employees, the Captain or members of the flight crew shall have the right to refuse carriage of any goods should they deem such goods to be potentially hazardous.

9. CHARTER PRICE

The Charterer shall pay promptly to AVB the Charter Price (as defined in the Flight Schedule) and in any event prior to the scheduled departure date unless a different credit period has been agreed by AVB. All payments shall be made without deduction, set-off counterclaim or withholding whatsoever. AVB shall be entitled to treat non-payment of the Charter Price as constituting the cancellation by the Charterer of the relevant Charter entitling AVB to payment in accordance with the provisions of Clause 14 below.

The Charter Price does not include exceptional operational charges such as, but not limited to, de-icing (or hangarage in lieu of de-icing), airport extension fees due to changes to schedule, or catering requests beyond the standard "to suit time of day".

10. INTEREST ON DELAYED PAYMENT

AVB shall be entitled to interest on the amount overdue at the rate of 2% per month or part thereof, compounded monthly.

11. CARRIER'S PROTECTION AGAINST INCREASED COST

If there is any increase after the date of any Agreement in costs such as, but not limited to, security charges, aviation insurance premiums, fuel, airport passenger duty or similar costs relating to the operation of the aircraft or any part of the Charter, AVB shall be entitled to increase the Charter Price accordingly.

12. DEPARTURE FROM FLIGHT SCHEDULE

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

AVB shall not be liable for any consequential losses, howsoever incurred, arising from any departure from the Flight Schedule.

13. DIVERSIONS

If for any reason beyond AVB's control the Aircraft is diverted from any destination shown in the Flight Schedule to another destination the flight shall be deemed to be complete when the Aircraft arrives at that other destination.

14. PERSONAL DATA

The Charterer accepts that any personal data provided to AVB may be used for the purposes of facilitating immigration and entry procedures; obtaining ancillary services and may be made available to government agencies. The Charterer authorises AVB to retain and use such data and to transmit it to their own officers, authorised agents, government agencies, carriers or providers of ancillary services.

15. CANCELLATION

In the event of cancellation of the Charter or any part of it, AVB may apply cancellation charges as shown below:

Amount of Notice	Proportion of Quotation Charge
7 days or more	10%
Less than 7 days but more than 48 hours	20%
48 hours or less	30%
Day of charter or no notice/no show	70% OR cost of flying and expenses incurred whichever is the greater

In the case of a sub-contracted aircraft the cancellation charges will be in accordance with the terms and conditions of the relevant sub-contracted carrier, which will be available upon request.

16. GROUND TRANSPORTATION

AVB will not be liable for the operation, subsequent loss or damage caused by ground transport companies whether booked by AVB or directly by the Charterer.

17. WRONGFUL ACTS OF CHARTERER

The Charterer shall indemnify AVB against all claims and expenses (including legal fees and costs) in respect of any liability of AVB to third persons (including but not limited to passenger, 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.

The Charterer shall be liable for any damage sustained to the interior of the aircraft during the course of the charter

18. FORCE MAJEURE

AVB shall not be liable for any failure to perform its obligations under this agreement including these Terms and Conditions by reason of any act, event or circumstance, the cause of which is as a result of Acts of God (including fire, flood, earthquake, storm, hurricane or other natural disaster), extreme weather conditions, epidemic, explosion, the order of any court or governmental or regulatory authority, war, riot, civil commotion, public demonstration, sabotage, acts of vandalism, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or confiscation, terrorist activities, nationalisation, government sanction, blockage, embargo, labour dispute, strike, lockout, or other industrial trade dispute, structural shift or subsistence or requisition of aircraft.

19. 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 AVB and all customs police public health and other laws and regulations which are applicable in the countries in 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 AVB 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 AVB upon demand.

20. EXCLUSIONS AND LIMITATIONS OF LIABILITY

Except as expressly provided in these Terms and Conditions, AVB shall not be liable to the Charterer in any manner whatsoever (whether arising from the negligence of AVB, 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 AVB's liability for death or personal injury resulting from the negligence of AVB or its employees or agents.

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 AVB's liability. In the event that the Charter is not subject to rules on limitation of liability established by the Warsaw Convention (as amended from time to time) it is expressly agreed between AVB and the Charterer that the limits of liability set out in the Warsaw Convention (as amended from time to time) shall apply to any liability of AVB hereunder.

The Charterer shall indemnify AVB against all claims and expenses (including legal fees and costs) in respect of any liability of AVB to third parties (including but not limited to passengers) for any loss or damage whatsoever (including but not limited to 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 by authority of the Charterer.

21. ASSIGNMENT

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

22. SEVERANCE

If any part of the 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 affect the remainder of the terms.

23. ACQUIESCENCE OR DELAY

No failure to exercise nor any delay in exercising any right or remedy hereunder shall operate as a waiver thereof or as a waiver of any other 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.

24. HEADINGS

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

25. APPLICABLE LAW AND JURISDICTION

The Agreement and these Terms and Conditions shall be governed and construed in accordance with the laws of the Island of Jersey and the parties hereto agree to submit to the non-exclusive jurisdiction of the Courts of the Island of Jersey.