

1. Definitions

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

The Agreement: Any contract between the Carrier, Catreus Limited also referred to as 'Catreus' and the Charterer for the charter of the Aircraft from Catreus.

The Aircraft: Any aircraft which the Charterer has agreed to charter from Catreus.

The Captain: The Captain of the Aircraft.

The Charterer: Any person, firm or body corporate chartering, or offering to charter, any aircraft from Catreus

Charter: The flight(s) described in the Flight Schedule

Charter Price: The price for the Charter as set out in Catreus' quotation and amended by Catreus' written confirmation of the Charterer's booking.

Flight Schedule: The Flight Schedule as set out in Catreus' confirmation of the Charterer's booking.

2. Application of Terms

2.1 These terms and conditions shall apply to all contracts for the charter of Aircraft from Catreus and shall be to the exclusion of all other terms and conditions (including any terms or conditions which the Charterer purports to apply under any order, confirmation of order or other document).

2.2 Each order or acceptance of a quotation for the charter of an Aircraft shall be subject to these terms and conditions.

2.3 No order by the Charterer shall be deemed to be accepted by Catreus until written confirmation of the order is issued by Catreus.

3. Aircraft and Crew

3.1 Catreus shall provide for the Charterer's sole use the Aircraft, manned and equipped for the performance of the Charter as specified in the quotation and in the Flight Schedule.

3.2 Catreus reserves the right to charge for any auxiliary services not specified in the Flight Schedule.

3.3 The Charterer shall ensure that the Flight Schedule is complete and accurate.

4. Substitution of Aircraft

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

4.2 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 an alternative carriage.

5. Captain's Discretion

5.1 The Captain shall have absolute discretion:

5.1.1 to refuse any passenger(s), baggage or cargo

5.1.2 to decide what load may be carried on the Aircraft and how it shall be distributed

5.1.3 to decide whether and when a flight may be safely undertaken and where and when the Aircraft should be landed.

6. Carriage of Luggage and Dangerous Goods

6.1 Every passenger is entitled to carry items weighing up to 20 kg. The transportation of bigger and heavier items must be expressly agreed in advance by Catreus

6.2 Dangerous goods are articles or substances which are capable of posing a risk to health, safety, property or the environment. The carriage by air transport of these materials is strictly regulated. Catreus do not allow the following dangerous goods on board our aircraft on your person, as part of carry-on or checked baggage:

Explosives – fireworks, ammunition, flares etc.

Gas cylinders containing flammable, non-flammable, toxic and refrigerated liquefied gas (e.g. butane, oxygen, propane, refrigerated liquid nitrogen etc).

Flammable liquids – paint, petrol, lighter refills, solvents, varnish etc.

Flammable solids – firelighters etc.

Substances liable to spontaneous combustion

Substances which in contact with water emit flammable gases

Oxidising materials – paint stripper, etc.

Organic peroxides – bleach, etc

Toxic substances – insecticides, weedkiller, etc.

Infectious substances – bacteria, viruses, etc.

Radioactive materials

Corrosives – wet cell batteries, acids, mercury barometers, etc.

Miscellaneous dangerous goods – magnetised materials, dry ice (carbon dioxide solid) chemical etc.

Note: strike anywhere matches, disabling devices (mace, pepper spray etc) and security attaché cases containing dangerous goods (e.g. pyrotechnic devices etc.) are **FORBIDDEN**.

6.3. Any animals, especially dogs, cats or other pets are only accepted by prior arrangement, and in accordance with local rules on the Carriage of Animals.

6.4. Passengers carrying firearms and ammunition or must expressly notify Catreus 24 hours, together with a copy of the relevant firearm licence before the beginning of the flight. Only 5kg of Ammunition may be carried, and a Firearm licence must be carried with the Firearm.

6.5. As a strict rule, Catreus only transports luggage which belongs to passengers who are traveling on the specific charter.

7. Charter Price

7.1. The Charterer shall pay promptly to Catreus the Charter Price immediately on receipt of the invoice unless a different credit period had been agreed in writing by the Catreus.

7.2. All payments shall be made in GBP without any deduction, set-off, counterclaim, discount, abatement or withholding whatsoever unless agreed in writing by Catreus

7.3. If the Charterer fails to pay the Carrier any sum pursuant to the Agreement the Charterer shall be liable to pay interest on the amount for payment due at the annual rate of [2%] above the base lending rate from time to time of Barclays Bank plc accruing on a daily basis until payment is made, whether before or after any judgments.

8. 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 airport authority directly upon the execution or performance of the Agreement or the carriage embarkation or disembarkation of passengers or the loading or unloading of baggage and/or goods all of which shall be paid by the Charterer on demand. If any such taxes, fees or charges change or new taxes, fees or charges are imposed after Catreus has issued an invoice the Charterer will pay any increase.

In particular the charter Price given does not include any provision for De-icing costs, unless specifically stated: such costs will be charged on at cost to the Charterer

9. Departure from Flight Schedule

Catreus shall use all reasonable endeavors 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 the Carrier on demand for any additional expenses incurred as a result.

10. Diversions

If for any reason beyond Catreus' 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 lands at that other destination.

11. Cancellation

In the event of a cancellation of the Charter by the Charterer or any part of it, Catreus shall be entitled to receive, as liquidated damages not a penalty, the following:

Over 7 Days – 10%

7 days to 48 Hours – 25%

Less than 48 hours – 50%

No Notice/No Show – 100%

12. Liability of Carrier

12.1 The following provisions set out the entire financial liability of Catreus (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Charterer in respect of:-

12.1.1 Any breach of these terms and conditions;

12.1.2 Any representation, statement, or tortuous act or omission including negligence arising under, or in connection with the Agreement.

12.2 All warranties, conditions and other terms implied by statute or common law are to the fullest extent permitted by law excluded from the Agreement.

12.3 Nothing in these terms and conditions excludes or limits the liability of Catreus:-

12.3.1 For death or personal injury caused by Catreus' negligence; or

12.3.2 For fraud or fraudulent misrepresentation.

12.4 Subject to Conditions 12.2 and 12.3:-

12.4.1 Catreus' total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Charter Price;

12.4.2 Catreus shall not be liable to the Charterer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract is received less than 24 hours prior to the scheduled departure time.

13. Liability of Charterer

The Charterer shall indemnify Catreus against all claims, liabilities, costs and expenses (including legal fees and costs) in respect of any liability of Catreus 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 act or omission of the Charterer its servant or agents or any passenger carried with the authority of the Charterer.

14. Laws and Regulations

14.1 The Charterer shall comply with and ensure that each passenger an/or owner of freight carried observes and complies with all carriage regulations of Catreus and all customs, police, public health and other laws and regulations which are applicable in the countries in which the flight originated, landings are made or over which flights are made.

14.2 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 and in the event that the local authorities refuse entry to any passenger in circumstances where Catreus 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 Catreus

14.3 The Charterer will repay to the Catreus all fines, detention costs and other charges. If Catreus has to pay any fine, penalty, fees or charges (such as detention costs) because the Charterer, its servants, or agents or any passenger carried with the authority of the Charterer has failed to obey any laws or regulations, or other travel requirements of the country to which the Aircraft has flown or to produce the necessary documentation needed by that country, the Charterer will repay the amount that has been paid by Catreus as a result.

15. Personal Information

15.1 The Charterer recognises that personal data has been given to Catreus and that the Catreus may use the personal information provided for the purposes of:-

15.1.1 Booking the Charter, issuing passenger tickets, providing the Charterer with any relevant services and facilities;

15.1.2 Accounting, billing and auditing;

15.1.3 Checking credit or other payment cards;

15.1.4 Security, immigration and entry procedures;

15.1.5 Administrative and legal purposes;

15.1.6 Statistical analysis;

15.1.7 Ensuring compliance with legal regulatory obligations applicable to Catreus;

15.2 For these purposes the Charterer authorises Catreus to retain and use personal information and to transmit it to companies involved in providing transportation or related services and facilities, data processors working for Catreus, their agents, government enforcement agencies, credit and payment card companies. This may involve sending personal information outside the European Economic Area.

16. Applicable Law and Jurisdiction

The Contract and these Conditions shall be governed by and constructed in accordance with English Law and the courts of England and Wales shall have non-exclusive jurisdiction to deal with any dispute arising hereunder.

16.0 AMENDMENTS TO OPERATOR'S STANDARD TERMS & CONDITIONS

16.1 Operator and Victor, acting as agent for applicable Victor Members, agree that in respect of all aircraft charters or seat sales organised through the Victor programme, Operator's Standard Terms and Conditions are amended as follows:

16.1.1 The following recital shall be added:

*"[Operator] has entered into an agreement with Fly Victor Limited (hereinafter "**Victor**") pursuant to which [Operator], at Victor's request, charters aircraft or sells aircraft seats to members of Victor's programme (hereinafter "**Victor Members**"). Both [Operator] and Victor Members have acknowledged that Victor acts solely as agent for both Victor Members and [Operator] in respect of such charters of seat sales and that Victor has no liability whatsoever in respect of the operation of such charter flights."*

16.1.2 The following definitions shall be added:

*"**Victor Member Terms and Conditions**" shall mean the terms and conditions as between Victor and Victor Members applying to the charter of aircraft or the purchase of aircraft seats by Victor Members through the Victor Programme;*

*"**Flight Initiator**" shall mean a Victor Member who charters an aircraft from [Operator] for an itinerary of his/her specification."*

16.1.3 Notwithstanding any provisions to the contrary, the following provision shall apply as regards governing law and jurisdiction:

"These [Operator's Standard Terms and Conditions] and any non-contractual disputes arising out of or in connection therewith shall be governed and construed in accordance with English law. [Operator] and [Charterer] agree that any and all disputes arising out of or in connection with the Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales."

16.1.4 Notwithstanding any provisions to the contrary, any and all charter payments payable to [Operator] shall be collected from [Charterer(s)] by Victor and paid to [Operator] pursuant to payment terms agreed under separate cover by Victor and [Operator]. For the avoidance of doubt, no charter payments shall be payable by the [Charterer(s)] directly to [Operator].

16.1.5 Notwithstanding any provisions to the contrary, bookings are processed through the Victor programme and all exchanges of information between [Operator] and [Charterer(s)] shall be conducted through Victor in accordance with the provisions of the Victor Member Terms and/or any separate written agreement between Victor and [Operator] as the case may be.

16.1.6 The definition of [Charterer] or any similar term describing the person(s) chartering or hiring the aircraft from [Operator] through the Victor programme shall be amended as follows:

"[Charterer] means either the Flight Initiator or the Victor Member(s) purchasing seats, depending on the type of charter flight arranged through Victor acting as agent."

Operator agrees to the Victor Operator Terms and Conditions in full as described above for all business transactions conducted by Operator with Victor for and on behalf of Victor members unless otherwise notified in writing to Victor of Operator's desire to withdraw from the Victor programme, subject to completion of all flights contracted with Victor members at the time such notice is given.