

## SCHEDULE

- §1. **Charter** - Carrier shall charter and Customer shall take on charter the Aircraft on the terms and conditions herein contained.
- §2. **Aircraft and Crew** - Carrier shall provide the Aircraft for Customer's use, properly equipped, manned and fuelled. The crew, who shall be Carrier's employees, servants or agents, shall, except as otherwise provided herein, fly the Aircraft on the Flight Schedule specified in paragraph 2 of this Agreement and any additional flights as contemplated in §10 hereof (the "*Flight Schedule*"). Carrier's employees, servants or agents shall follow Carrier's instructions only.
- §3. **Carrier's Discretion** - Save as provided in §9 hereof, if the Aircraft shall for any reason whatsoever (whether before or after commencement of the Flight Schedule) become incapable of undertaking or continuing the Flight Schedule (or any portion thereof), Carrier may, at its discretion, substitute therefore an aircraft of the same or another type and the provisions of this Agreement shall apply *mutatis mutandis* to the substituted aircraft. If Carrier does not elect to substitute another aircraft, it shall notify Customer as soon as possible and shall be relieved of its obligations to provide the Aircraft for the Flight Schedule (or any portion thereof) which can no longer be undertaken by reason of the incapacity of the Aircraft and Carrier shall not be under any liability to Customer other than to refund to Customer such part of the Charter Price which relates to the cancelled Flight Schedule (or any portion thereof).
- §4. **Captain's Discretion** - The Captain of the Aircraft ("*the Captain*") shall have absolute discretion to decide what load, including the number of passengers, may safely be carried in the Aircraft on any particular flight and how such load shall be distributed, whether and when a flight may be safely undertaken and when and where the Aircraft shall be landed. All such decisions of the Captain shall be final and binding on Customer and Carrier. Carrier shall not be liable to Customer for any loss, damage, costs or claims of whatsoever nature and howsoever arising as a result of any such decision by the Captain.
- §5. **Additional Crew** - The Flight Schedule specified in paragraph 2 of this Agreement has been prepared to take account of relevant statutory and other official flight time limitation requirements. Carrier reserves the right to make additional charges if, for reasons beyond Carrier's control, it is necessary to provide additional crew or position replacement crew to continue the Flight Schedule and Carrier will have no liability or responsibility to Customer or any other party for any delay to passengers, baggage or cargo so occasioned.
- §6. **Loading and Packing** - The amount and weight of accompanied baggage shall be at Carrier's discretion. The following or like articles, namely firearms, explosives, combustible materials and live animals may be carried only with Carrier's prior consent which may, in its absolute discretion, be withheld. Carrier may inspect and examine any baggage or cargo belonging to any passenger whether accompanied or not. Furthermore, and without prejudice to the foregoing, the Carrier may refuse to carry any baggage considered by the Captain or by any other employee, servant or agent of Carrier to be unsuitable for carriage by air whether by its nature or any applicable laws or regulations of any country to, from or over which the Aircraft may be flown.
- §7. **Charter Price** - Customer shall pay to Carrier the Charter Price specified in paragraph 4 of this Agreement in the manner herein provided and shall be responsible for, and pay Carrier on demand, any other additional expenses incurred by reason of any further request of the Customer. For purposes of this §7 time shall be of the essence of this Agreement and non-payment of any due amount shall entitle Carrier to suspend or cancel the Flight Schedule (or any portion thereof) without warning or liability and without prejudice to Carrier's right to claim from Customer any and all monies remaining unpaid.
- §8. **Carrier's Protection against Increased Cost** - The Charter Price is based on Carrier's costs, charges and expenses at the date hereof. In the event of any increase of such costs, charges and expenses of whatsoever nature and howsoever arising between the date hereof and the completion of the Flight Schedule, Carrier shall be entitled to increase the Charter Price by a sum equal to any extra amount incurred, or to be incurred, in completing the Flight Schedule as a result of any such increase in any such costs, charges or expenses. Any amounts payable by Customer pursuant to paragraph 4 of this Agreement and §5, §8, §10 and §15 hereof shall be notified to Customer as soon as reasonably practicable and shall be paid by Customer within 7 days of such notification.

**§9. Non-performance or Delay -**

- (a) In the event of non-performance or delay caused by any circumstances whatsoever beyond the reasonable control of Carrier including, but not limited to, the actions of third parties, labour difficulties, force majeure (including but not limited to inclement weather) or technical breakdown or accident to the Aircraft or any part thereof or any machinery to be used in relation to the Aircraft, Carrier shall use its reasonable endeavors to perform or continue the Flight Schedule but otherwise shall have no liability to Customer or any passengers for such non-performance or delay and any time so lost shall not count in computing demurrage unless the Aircraft is already on demurrage.
- (b) Notwithstanding with §9(a), Customer shall be liable to pay Carrier such portion of the Charter Price as shall be proportionate to that part of the Flight Schedule which has been performed together with all passenger's expenses and any additional charges payable by Customer pursuant hereto.

**§10. Additional Flight(s)** - If Customer requests the use of the Aircraft for any flight(s) other than as specified in the Flight Schedule at paragraph 2 of this Agreement, without prejudice to Carrier's absolute right to refuse such request, if Carrier agrees to perform any such flight(s) Customer shall, on demand, pay to Carrier in respect of such flight(s), such sum(s) as Carrier shall notify to Customer as the amount for such additional flight(s) together with all fees and charges incurred, arising from, or in connection with Carrier's performance of each additional flight including, without prejudice to the generality of the foregoing, landing fees, hangerage fees, parking fees, navigation fees, ground service and handling fees, customs duties and fees, airport surcharges, accommodation, meals and refreshment charges for passengers and crew and all other associated expenses thereby incurred.

**§11. Diversions** - If, for reasons of safety or security or other operational reasons not being the fault of Carrier or attributable to Customer or any passengers, the Aircraft is diverted from any scheduled destination specified in the Flight Schedule, Carrier shall use its reasonable endeavor's to procure that, as soon as reasonably practicable after arrival at such alternate destination, the Aircraft is flown to its scheduled destination. Carrier shall have no liability or responsibility to Customer or any other party for any delay to passengers, baggage or cargo so occasioned. The Customer will be responsible for the additional costs and expenses incurred by as a result of the diversion and/or the flight to the scheduled destination.

**§12. Termination by Either Party** -

Subject to §13 and §14 hereof, either party may terminate this Agreement, by giving written notice to the other;

- (a) at any time before the time specified for the commencement of the first journey set out in the Flight Schedule; or
- (b) at any time if the other party commits any breach of this Agreement or commits an act of bankruptcy or becomes insolvent or enters into any arrangement or composition with its creditors or, being an individual, dies or, being a partnership, is dissolved or being a corporation, passes a resolution or has a petition presented for winding up (otherwise than for the purpose of merger or reconstruction only).

**§13. Termination by Carrier** - If this Agreement is terminated by Carrier:

- (a) pursuant to §12(a) hereof, then Customer shall not be liable to pay the Charter Price and Carrier shall repay to Customer the Charter Price (or any portion thereof) made by Customer but shall be under no further obligation or liability to Customer by reason of such termination; or
- (b) pursuant to §12(b) hereof, then Customer shall be liable to pay the appropriate cancellation charges referred to in paragraph 8 of this Agreement together with such portion of the Charter Price as shall be proportionate to that part of the Flight Schedule which has been performed and additional charges and expenses payable by Customer pursuant hereto and Carrier shall be under no further obligation or liability to Customer by reason of such termination. Any termination by Carrier pursuant to this §13 will be without prejudice to its rights under this Agreement then accrued or in respect of the matter leading to termination (and in particular without prejudice to its rights under §18 hereof).

**§14. Termination by Customer** - If this Agreement is terminated by Carrier:

- (a) pursuant to §12(a) hereof, then Customer shall be liable to pay to Carrier the appropriate cancellation charges referred to in paragraph 8 of this Agreement; and
- (b) pursuant to §12(b) hereof, then Customer shall be liable to pay to Carrier such portion of the Charter Price as shall be proportionate to that part of the Flight Schedule which has been performed together with any additional charges and expenses payable by Customer pursuant hereto.

**§15. Documents/Information and Delivery by Customer** - Carrier shall supply and complete such documents relating to the carriage undertaken pursuant to this Agreement as Carrier in its absolute discretion shall consider necessary and, when requested by Carrier, Customer shall give to Carrier in good time all information and assistance required to complete such documents. Customer represents and warrants that all passengers will hold all necessary passports, visas, health and other certificates necessary to secure transit through any intermediate points and entry into the country of destination of the flight. In the event that any immigration authorities impose any fines or penalties on Carrier, its employees, servants or agents or refuse entry to any passenger(s) and Carrier is required to transport such passenger(s) to the point of origin of the flight or to any other point, Customer shall pay to Carrier upon demand all fines, penalties, costs and expenses so incurred. Where notices or information are delivered to Customer or its agents by Carrier for distribution to passengers Customer warrants and undertakes to Carrier that it will effect delivery of such notices or information to the passengers at a reasonable time prior to the commencement of the Flight Schedule and shall indemnify Carrier against all liabilities, costs and expenses which result from any failure by Carrier to effect such delivery.

**§16. Laws and Traffic Regulations** -

- (a) The Aircraft shall be used only in compliance with the laws and regulations of the relevant authorities of [the United Arab Emirates] or any other country to, from or over which the Aircraft is flown. Carrier shall, at its own expense, apply for and use its reasonable endeavours to procure the grant of all licences or permits required by the laws of [the United Arab Emirates] and of any other country to, from or over which the Aircraft is to be flown for the performance of the Flight Schedule
- (b) Customer will comply with and shall use its best endeavours to cause all passengers and owners of goods or other persons having an interest in goods carried in the Aircraft to observe and comply with all traffic regulations of Carrier 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.

**§17. Liability of Carrier** - Carrier does not undertake any carriage as a common carrier or accept the obligations of a common carrier. Carrier does not accept any liability whatsoever (including without limitation consequential loss) whether for death to, or injury or delay of, passengers or loss of, damage to, or delay of, baggage or cargo whether arising in contract or in tort, including negligence or otherwise, and whether occasioned by Carrier, its employees, servants or agents (any such liability being hereby excluded). Carriage shall be subject to the rules and limitation relating to liability and to all other provisions established by the Warsaw Convention or by that Convention as amended from time to time and/or by any other treaty or convention applicable to such carriage insofar as such carriage is "international carriage" as therein defined. Carriage which is not so governed shall be subject to all applicable laws which extend provisions of the Convention to such carriage or which otherwise limit Carrier's liability.

**§18. Indemnity** - Customer shall indemnify (on a full indemnity basis) Carrier against all claims, costs and expenses (including legal fees and costs) in respect of any:

- (a) liability of Carrier to third persons (including but not limited to passengers, consignors and consignees) for any loss or damage of whatsoever nature arising out of the negligence, wilful misconduct or any act or omission of Customer, its servants or agents or any passenger carried by authority of Customer; and
- (b) loss or damage of whatsoever nature suffered by Carrier, its employees, servant or agents, or to any equipment belonging to Carrier, its employees, servants or agents arising out of the negligence, wilful

misconduct or any act or omission of Customer, its servants or agents or any passenger carried by authority of Customer and whether tortious or constituting a breach of this Agreement.

- §19. Assignment and Vicarious Performance** - Customer shall not be entitled to assign the benefit of this Agreement to any other person without the prior written consent of Carrier, which consent may be unreasonably withheld but Carrier may procure the vicarious performance of its obligations hereunder by any other person or company.
- §20. Notices** - Any notice required to be given hereunder shall be given by sending the same by facsimile, prepaid post or by hand delivery to the address of the addressee shown in this Agreement or to such other address as either party may notify to the other for this purpose. If sending by facsimile, notice shall be deemed to have been given at the time of dispatch and if sending by post, notice shall be deemed to have been given on the day on which it would have been received in due course of post.
- §21. Changes in Agreement and Waiver** - Alterations and additions to this Agreement will only be binding if made in writing and signed by the parties. Customer cannot rely on any verbal undertaking from, or given in the name of, Carrier which is different from, or additional to, the terms and conditions of this Agreement. Neither parties' rights shall be prejudiced or restricted by any indulgence or forbearance granted by it and no waiver of any breach shall operate as a waiver of any other or further breach.
- §22. Applicable Law** - This Agreement shall be construed in accordance with the laws of the United Arab Emirates and Customer agree to submit to the non-exclusive jurisdiction of the United Arab Emirates.
- §23. Exemption for the carriage of dangerous goods by passengers** (CAR-OPS 1.1215) (IEM —OPS 1.1.60(b)(5)) An approval is not required for those dangerous goods which can be carried by passengers or crew members, subject to certain conditions:
- Alcoholic beverages not exceeding 70% alcohol by volume, when packed in receptacles of less than 5 liters;
  - Non-radioactive medicinal or toilet articles (including aerosols, hair sprays, perfumes, medicines containing alcohol); and, in checked baggage only, aerosols which are non-flammable, non-toxic and without subsidiary risk, when for sporting or home use. The net quantity of each single article must not exceed 0.5 liter or 0.5 kg and the total net quantity of all articles must not exceed 2 liters or 2 kg;
  - Safety matches or a lighter for the person's own use and when carried on him. 'Strike anywhere' matches, lighters containing unabsorbed liquid fuel (other than liquefied gas), lighter fuel and lighter refills are not permitted;
  - Hydrocarbon gas powered hair curler gas refills with the safety cover securely fitted over the heating element; are permitted;
  - Small carbon dioxide gas cylinders worn for the operation of mechanical limbs and spare cylinders of similar size if required to ensure an adequate supply for the duration of the journey;
  - Radioisotope Cardiac Pacemakers or other devices (including those powered by lithium batteries) implanted in a person, or radio-pharmaceuticals contained within the body of a person as a result of medical treatment;
  - A small medical or clinical thermometer containing mercury, for the person's own use, when in its protective case;
  - Dry ice, when used to preserve perishable items, providing the quantity of dry ice does not exceed 2 kg and the package permits the release of the gas. Carriage may be in carry-on (cabin) or checked baggage, but when in checked baggage the operator's agreement is required;
  - When carriage is allowed by the operator, small gaseous oxygen or air cylinders for medical use;
  - When carriage is allowed by the operator, a small carbon dioxide cylinder fitted into a self-inflating life-jacket and a spare cylinder;
  - When carriage is allowed by the operator, wheelchairs or other battery-powered mobility aids with:
    - non-spillable batteries, providing the equipment is carried as checked baggage. The battery must be securely attached to the equipment, be disconnected and the terminals insulated to prevent accidental short circuits;
    - spillable batteries, providing the equipment is carried as checked baggage. When the equipment can be loaded, stowed, secured and unloaded always in an upright position, the battery must be securely attached to the equipment, be disconnected and the terminals insulated to prevent accidental short circuits. When the equipment cannot be kept upright, the battery must be removed and carried in a strong, rigid packaging, which must be leak-tight and impervious to battery fluid. The battery in the packaging must be protected against accidental short circuits, be held upright and be surrounded by absorbent material in sufficient quantity to absorb the total

liquid contents. The package containing the battery must have on it 'Battery wet, with wheelchair' or 'Battery wet, with mobility aid' bear a 'Corrosives' label and be marked to indicate its correct orientation. The package must be protected from upset by securement in the cargo compartment of the aeroplane. The commander must be informed of the location of a wheelchair or mobility aid with an installed battery or of a packed battery;

- when carriage is allowed by the operator, cartridges for sporting weapons, providing they are in Division 1.4S, they are for that person's own use, they are securely boxed and in quantities not exceeding 5 kg gross mass and they are in checked baggage. Cartridges with explosive or incendiary projectiles are not permitted;
- Small arms may be transported in carry or checked baggage. Any associated ammunition must be stowed separately and in a place inaccessible by the passengers in-flight. Persons in possession of such weapons must identify themselves to the Captain informing him on the matter. Carriage of such weapons is subject to the permissions and security regulations of local authorities.

Note: Division 1.4S is a classification assigned to an explosive. It refers to cartridges which are packed or designed so that any dangerous effect from the accidental functioning of one or more cartridges in a package are confined within the package unless it has been degraded by fire, when the dangerous effects are limited to the extent that they do not hinder fire fighting or other emergency response efforts in the immediate vicinity of the package. Cartridges for sporting use are likely to be within Division 1.4S

- When carriage is allowed by the operator, a mercurial barometer in carry-on (cabin) baggage when in the possession of a representative of a government weather bureau or similar official agency. The barometer must be packed in a strong packaging having inside a sealed inner liner or bag of strong leak-proof and puncture resistant material impervious to mercury closed in such a way as to prevent the escape of mercury from the package irrespective of its position. The commander must be informed when such a barometer is to be carried;

When carriage is allowed by the operator, heat producing articles (i.e. battery operated equipment, such as underwater torches and soldering equipment, which if accidentally activated will generate extreme heat which can cause a fire), providing the articles are in carry-on (cabin) baggage. The heat producing component or energy source must be removed to prevent accidental functioning.

## **§24. DANGEROUS GOODS NOT PERMITTED IN PASSENGER BAGGAGE**

The following table describes the types of goods not permitted to be carried in passenger hand baggage in any circumstances:

GOODS NOT PERMITTED IN PASSENGER HAND BAGGAGE	
Classification	Examples
Explosives	Fireworks, flares, toy guns & caps
Flammable or non-flammable gas	Aerosols including aerosol paints, filled aqualung cylinders, carbon dioxide cylinders for soda syphons, butane gas cylinders, lighter refills
Deeply refrigerated gas	Liquid Nitrogen
Flammable liquids	Paints, thinners, solvents
Flammable solids	Firelighters, non-safety strike anywhere matches
Oxidizing materials	Bleaches
Organic peroxides	Resin kits
Poisons	Arsenic, cyanide, weed killer, tear gas
Infectious Substances	Viruses, bacteria
Radioactive materials	Instruments containing a radioactive source or radio-isotopes for research
Corrosive materials	Acids, alkalis, metallic mercury, wet-cell batteries, thermometers containing mercury, barometers
Miscellaneous dangerous goods	Magnetized materials and formalin
TYPES OF PACKAGES THAT MAY CONTAIN DANGEROUS GOODS	
Type Of packages	Possible Contents
Industrial type packages (wooden or fiberboard boxes, metal flasks, cans)	Paints, thinners, solvents, acid, mercury, resin kits, etc.
Usually strong attaché cases (metal banding or edges)	Industrial samples, resin kits, etc
Rucksacks, kitbags or similar types of camping baggage	Gas stoves/lanterns, Primus stoves, paraffin, methylated spirits, matches, flares

Note: Many of these items can however be carried as freight provided the applicable conditions of the ICAO Technical Instructions have been met

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