

CHARTER CONTRACT

Charterer:
Contact:
Reference:

Telephone:
Fax:

AIRCRAFT TYPE:

TERMS OF PLANE AVAILABILITY: Available

SERVICE CONTRACTED:

DATE	ITINERARY	ETD (L.T.)	ETA(L.T.)	PAX	F. TIME

PRICE OF THE SERVICE:

PLACE AND METHOD OF PAYMENT: In Madrid, by bank transfer to the mentioned GESTAIR, S.A. account. The deposit in the account shall be accredited at least 24 hours ahead of the flight departure time foreseen in the present contract.

BANCO SANTANDER - 0049 1811 31 2910307119

IBAN: ES03 0049 1811 31 2910307119

BANK SWIFT: BSCHEM33

PARTICULAR TERMS OF THE AIRCRAFT CHARTER CONTRACT:

1st. The client shall, in line with the schedule it has requested, be liable to pay any costs arising from return airport schedule extensions, modifications of other items, in accordance with the amounts figuring on AENA (Spanish airports and air traffic authority) invoices or other reliable receipts issued by the appropriate authorities.

2nd. are always subject to obtaining the relevant aeronautical authorizations, weather conditions, etc. as well as to the reception by Gestair of the effective full payment for the hired service and the sending out of hired flight/s confirmation of the part of Gestair.

3rd Should the aforesaid aircraft not be available owing to unforeseen circumstance beyond the Company's control or reasonable capacity for agency, another aircraft of similar characteristics shall be procured if that is possible, providing the new price and terms (if applicable) have been accepted by the client.

4th The client's acceptance of this contract entails consent to all that is stated in it and express agreement to the general and particular terms of the Company's charter contract, with which the client is familiar.

GENERAL TERMS OF THE AIRCRAFT CHARTER CONTRACT:

(Attached on second page)

E: Full name, date of birth and passport number and its expiration date must be sent to Gestair, without exemption, for every flight with destination to countries not included in Schengen Agreement.
engers with destination or transfer in the U.S.A. have to accomplish the ESTA (Electronic System for Travel Authorization) authorization.

SIGNATURES: in agreement with and fully aware of the general and particular terms of the charter budget/contract.

THE CHARTERER

THE CHARTER COMPANY

Signature, Date and Stamp: _____



The sky in your hands

C/Anabel Segura, 11 2C 28108 - Alcobendas - Madrid
Teléfono (24H): +34 91 784 6270 - Fax: +34 91 784 6258
charter@gestair.com www.gestair.com



FIRST

By virtue of this contract the charter Company undertakes to put a particular type of aircraft complete with crew, fittings and fuel at the disposal of the charterer so that the service agreed upon may be carried out, and to maintain it in a perfectly airworthy state throughout the life of the contract. The charterer, for its part, undertakes to pay the charter Company the price of the charter plus any additional costs for which it is liable within the agreed form, time and other terms

SECOND

If, owing to unforeseen circumstances, the aircraft specified in this document should not be available, the chartering company shall seek to provide a replacement of the same type or, if that is not possible, of a similar capacity and nature; such an aircraft replacing the one specified in the contract need not be owned by the charter Company nor belong to its fleet nor be operated by it.

THIRD

The operation of the aircraft is the responsibility of the charter Company, and all orders, instructions and decisions in this regard shall emanate from its management, commanding officers and representatives.

The charter Company shall be in full control and charge of the aircraft's operational staff, which shall in no event take orders from the charterer. The aircraft's commanding officer shall be invested with all powers conferred by the law and, as the highest authority on board, shall give the directions that he deems appropriate with regard to the passengers and cargo being carried, their position within the aircraft, the flight plan and other issues relating to the matter of navigation.

FOURTH

The charterer shall be obliged to provide the charter Company, sufficiently in advance, with all the documentation required to proceed with the flight that must be procured by the charterer or the passengers; it shall likewise require all passengers to be present at the airport with their baggage and documentation in order in sufficiently good time for them to be able to comply with the necessary procedures, formalities and clearance checks before the scheduled departure time.

In the event that some or all of the passengers do not arrive on time, the charter Company may choose to proceed with the flight or to cancel it, in which case it shall be entitled to compensation from the charterer for all incidental and consequential damages incurred by the cancellation; such compensation shall in no event amount to less than twenty-five per cent of the contracted price.

FIFTH

The price agreed upon includes expenses corresponding to flight operation, insurance and onboard stewarding, but not airport or special customs taxes, charges or duties relating to passengers.

During winter season possible de-icing or hangar use costs, if needed due to weather conditions, are not included and would be invoiced after the flight.

The price has been set on the basis of costs current on the day of contracting; accordingly, in the event of any increase in these costs - among which those arising from exchange-rate parity are expressly included - the charter Company shall be entitled to pass on the increment to the charterer, provided the latter is furnished with proper justification.

Any delay on the part of the charterer in payment of the contract price and increments, if applicable, shall entail an obligation to pay the charter Company any resultant costs incurred plus the interest accrued upon the debt at current interest rates.

SIXTH

The charterer may withdraw from fulfillment of the contract at any time, in which case it shall be obliged to pay the charter company: a) the amount of the costs that the latter has actually incurred in the course of carrying out the contract, and b) a penalty amounting to fifteen per cent of the price agreed upon, if the withdrawal occurs between forty-eight and twenty-four hours before the scheduled departure time, and twenty-five per cent of the said price if the charter company is notified that the service is to be cancelled during the aforesaid twenty-four hours; this penalty shall in no event amount to less than 1.202 €.

SEVENTH

Both contracting parties undertake to comply with current legal regulations or those that may be applicable in the future in relation to chartered air traffic.

EIGHTH

The charter Company may entrust the fulfillment of all or part of the obligations taken on in this contract to other companies or third parties.


NINTH

The law concerning air travel and other regulations in force in Spain in this area will be applicable concerning everything not specifically regulated by this contract. Liability arising from international air transport will be governed by the 1929 Warsaw Convention, the 1955 the Hague Protocol, the 1952 Rome Convention and the Montreal Convention of 28 May 1999, and failing these, by the aforementioned air travel law.

In this matter, the chartering Company declares that the risks arising from legal liability for passengers and/or luggage are duly guaranteed, within the limits required by articles 3.2 and 5.2 of regulation (CE) no. 2027/97 of the European Union Council of 19 October 1997 concerning Air Companies Responsibility in the event of accidents, modified by Regulation (CE) 889/2002, and as a consequence by those established in Spanish legislation by Royal Decree 37/2001 of 19 January and those established by Montreal Convention of 28 May 1999. Its personal accident insurance is also covered in accordance with and subject to the Air Legislation of the Federal Republic of Germany and/or Switzerland. The charterer is aware of and has the aforementioned legislation at its disposal, as well as a copy of the coverage of the insurance policies signed.

TENTH

Both contracting parties agree that any matters in dispute that may arise from the fulfillment, non-fulfillment or interpretation of this contract shall be submitted to ordinary civil jurisdiction and the competence of the courts and tribunals of the city of Madrid.



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