



**Global Flight Solutions Limited**

Diamond House  
Hangar 525  
Churchill Way  
Biggin Hill Airport  
Kent  
TN16 3BN

**Charter Agreement Terms and Conditions**

1. These terms and conditions form an integral part of any agreement between Global Flight Solutions Limited (“GFS”) and the Client for the charter to the Client of an Aircraft for the Flights at the Charter Price agreed between the parties (“the Agreement”). The word “Operator” shall mean GFS or any permitted substitute air carrier.
2. The Aircraft shall be provided for the sole use of the Client, and the Client shall not sell or otherwise make available for valuable consideration any part of the flight accommodation available on any Flight.
3. The Client shall make prompt payment of all monies due under the Agreement. Time for payment shall be of the essence. In the event that the Client fails to make payment when due, GFS shall be entitled to treat such failure as a repudiatory breach of this Agreement and/or to treat the relevant Flight or Flights as having been cancelled by the Client on the date that GFS notifies the Client of the cancellation.
4. To the extent of any increase after the date of the Agreement in its costs resulting from any increase in security requirements, aviation insurance premiums, fuel, airport passenger duty or like costs relating to any part of the Charter, GFS shall be entitled to increase the agreed Charter Price.
5. The Client shall ensure that all passengers and their baggage arrive at the check-in or departure point not later than the time (if any) notified by GFS. In the event that any passenger or baggage is not at the check-in or departure point at the required time, GFS shall have no obligation to delay the departure of the Flight. In the event that the Client requests a delay in the departure time or other deviation from the planned schedule, the Client shall be liable for all increased costs and charges thereby incurred by GFS.
6. In the event that, for reasons outside GFS’s control, the intended Aircraft for use on a charter becomes unavailable, whether because of unserviceability or otherwise, GFS undertakes to use reasonable endeavours to find a suitable substitute aircraft operated by another licensed air carrier. In the event that GFS would incur additional cost in providing an alternative aircraft and the Client declines to bear such additional cost, or if GFS is unable to obtain a suitable substitute aircraft, the affected Flight shall be deemed to have been terminated by mutual agreement and GFS shall have no liability to the Client in respect of that Flight save for the return of any monies received in respect thereof.
7. GFS shall not be liable for any loss or damage whatsoever suffered by the Client resulting from any delay, diversion or cancellation of any Flight unless caused by the recklessness or wilful default of GFS. In the case of diversion for any reason outside the Operator’s reasonable control, the affected Flight shall be deemed to have been completed when the Aircraft arrives at the airport to which it has been diverted. Where the Operator arranges for passengers to be transferred to their original destination by alternative means of transport, it shall be deemed to have arranged such transport as agent of the Client, who shall bear the costs so incurred.
8. In the event of cancellation by the Client of any Flight, GFS shall be entitled to receive, as liquidated damages not a penalty, the following:
  - 8.1 25% of the Charter Price if notice of cancellation is received more than 7 days before departure;
  - 8.2 50% of the Charter Price if notice of cancellation is received less than 7 days but more than 48 hours before departure;
  - 8.3 75% of the Charter Price if notice of cancellation is received less than 48 hours before departure;
  - 8.4 90% of the total Charter Price if notice of cancellation is received after the agreed departure time or, if part of the Charter has been completed, the proportion of the Charter Price relating to that portion plus 90% of the remainder of the Charter Price.
9. The Client shall promptly provide GFS on request with such information in relation to passengers as may be required for the purpose of complying with all applicable regulatory requirements.
10. The Client shall:
  - 10.1 be responsible for ensuring that each passenger is in possession of all necessary passports, visas, health certificates and other similar documents and for ensuring that passengers observe and comply with all laws, rules and regulations in relation to their travel;
  - 10.2 be responsible for all immigration and customs charges in respect of passengers and any airport passenger taxes; and
  - 10.3 acting as agent of each passenger, issue to each passenger such travel documents relating to the carriage of each passenger by air as may be given to the Client in advance of any Flight.
11. The Operator, in its absolute discretion, may refuse to carry any passenger or baggage, decide what load may be carried and its distribution, and make all other decisions regarding the operation of the aircraft.
12. **All liabilities in relation to the carriage by air of passengers and their luggage shall be governed by the conditions of carriage of the Operator, a copy of which is available on request.**
13. GFS shall not be liable for any inability to perform its obligations hereunder resulting from any cause or reason whatsoever beyond the reasonable control of GFS. GFS’s liability to the Client for any breach of its obligations under this Agreement shall be limited in any event to the Charter Price. In no circumstance shall GFS be liable for any loss of profit or for any consequential or indirect loss suffered by the Client.
14. No third party shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
15. If any part of this Agreement 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.
16. The rights of GFS shall not be prejudiced or restricted by any indulgence or forbearance extended to the Client or by any delay in exercising or failure to exercise any right.
17. The terms set out in the Agreement shall supersede any previous agreement or communication between the parties hereto in relation to the chartering of aircraft.
18. The Client shall not be entitled to assign, novate, deal or transfer with any of its rights or obligations under the Agreement without the prior written consent of GFS.
19. The Agreement shall be governed by and construed in accordance with English Law.