

## GENERAL CONDITIONS

### 1. DEFINITIONS

In this Agreement unless the context otherwise requires:-

**“Agreement”** means this Aircraft Charter Agreement including the Schedule and any appendices or attachments thereto.

**“Aircraft”** means any aircraft for the time being operated in connection with any Flight.

**“Base Date”** means the base date stated in the Schedule.

**“Charter Price”** means the amount for each Flight or rotation, as set out in the Schedule.

**“Flight”** means a flight described in the Schedule.

**“Flight Programme”** means the Flight Programme described in the Schedule.

**“Force Majeure Event”** shall mean any event outside the control of a party and shall include without limitation:

- (a) war, hijacking, riots, civil commotion or rebellion, interference of authorities or officials, sanctions, requisition, seizure under legal process, acts of God, quarantine, fire, explosion, unusually severe weather, and accidents to or failure of the Aircraft or its engines or any machinery or apparatus required in relation to a Flight;
- (b) labour disputes, strikes or lockouts, actual or threatened (but not just affecting the relevant party's own employees);
- (c) the unavailability of fuel of sufficient quality or in sufficient quantity; or
- (d) the refusal or late granting, or the withdrawal, of any authorisation or permit required for any Flight, subject to the application for such authorisation or permit having been made in good time.

**“Government Entity”** shall mean and include (i) any national government, political subdivision thereof, or local jurisdiction therein, (ii) any board, commission, department, division, organ, instrumentality, court, agency, central bank or taxing authority of any thereof, however constituted; and (iii) any association, organisation, or institution of which any thereof is a member or to whose jurisdiction any thereof is subject or in whose activity any thereof is a participant;

**“Schedule”** means the schedule to this Agreement.

**“Security Deposit”** means the amount set out in the Schedule.

### 2. CHARTER PRICE AND PAYMENT

2.1. The Charterer shall pay to the Carrier the Charter Price in accordance with the Payment Terms provisions set out in the Schedule and these General Conditions.

2.2. The Charter Price includes the costs of passenger taxes, air passenger duty, overflying, diplomatic and slot clearances, fuel, insurance, maintenance, oil, fluids, route and terminal navigation charges, Eurocontrol, landing and parking, standard ground handling, cleaning, cabin service to passengers during a Flight and the remuneration and expenses of the Crew.

2.3. The Charter Price excludes royalties, non-objection fees, traffic right charges, out of hours charges or weekend charges (if applicable), warehouse 512b and terminal cargo handling charges, and other charges (including but not limited to cargo taxes, charges for loading and offloading, special equipment for loading and/or offloading, security charges, screening

charges, storage fees and de-icing charges (if applicable), airport/handling agent out of hours charges), which shall be payable to the Carrier within 7 days of invoice.

- 2.4. Estimated amounts for the air passenger duty and airport passenger taxes (together, "Passenger Taxes") applicable to a Flight shall be payable by the Charterer in advance of the Flight. The Carrier will invoice the Charterer for Passenger Taxes on the assumption of an 85% load factor (or as may be otherwise agreed in the Schedule), and the Charterer will pay the estimated invoice at the same time as it pays the Charter Price for the Flight. Following the performance of the Flight, the Carrier will calculate the actual Passenger Taxes incurred for the Flight, and will invoice the Charterer or issue a credit note accordingly. All invoices will be paid within 7 days of the date of invoice.
- 2.5. Fuel costs are based on the S&P Global (Platts) Europe & CIS mid-month \$US applicable on the Base Date. The Carrier reserves the right to surcharge the Charterer in the event that the Europe & CIS mid-month \$US rate in any month of the proposed operation increases by more than 2% of the Europe & CIS \$US rate applicable on the Base Date (web link : <https://www.spglobal.com/platts/en/oil/refined-products/jetfuel>)
- 2.6. The Charter Price may also be varied by the Carrier to reflect any increase due to the action of any Government Entity, including, without limitation, the imposition of new, or the revision of existing, duties, taxes, imposts or dues, any variations arising from carbon taxes, any variations in the cost of transportation charges and throughput charges, taxes or duties, or any variations due to other unforeseen circumstances.
- 2.7. Time for payment of the Charter Price shall be of the essence of this Agreement.
- 2.8. The Security Deposit will be held by way of security for the due and punctual performance by the Charterer of all its obligations under this Agreement. If the Charterer fails to comply with any provision of this Agreement then, in addition to all its other rights and remedies, the Carrier may apply all or any part of the Security Deposit in or towards the payment of any amount due and owing by the Charterer to the Carrier. If as a result of the exercise by the Carrier of its rights under this Agreement, all or any part of the Security Deposit is applied in accordance with this Agreement, the Charterer will pay to the Carrier on demand an amount equal to the reduction.
- 2.9. The Carrier may co-mingle the Security Deposit with its own funds and will not hold such funds as agent or on trust for the Charterer or in any similar capacity.
- 2.10. Upon fulfilment of all of the Charterer's obligations under this Agreement and payment of all outstanding amounts owed, any balance then remaining of the Security Deposit shall be refunded to the Charterer.
- 2.11. No set-off or counterclaim (whether arising in respect of this Agreement or any other carriage) shall entitle the Charterer to withhold payment of any sums whatsoever payable under or by reason of this Agreement. In the event that the Charterer is required to withhold any part of any payment payable by it to the Carrier hereunder or to make any deduction therefrom, it shall pay such additional amount as may be necessary so that, after making such withholding or deduction, the Carrier shall receive from the Charterer the full amount of such payment.
- 2.12. The Charter Price and all other sums payable by the Charterer to the Carrier under this Agreement are exclusive of any value added tax, turnover tax or similar tax payable in respect of such sums, and the Charterer shall, in addition, pay to the Carrier the amount of any such value added tax, turnover tax or similar tax as may be required from time to time by law to be paid by the Charterer to the Carrier.
- 2.13. All amounts payable to the Carrier under this Agreement from time to time shall be paid in immediately available funds to the Carrier's bank account as follows:

Bank: NatWest Bank

Account Name: Jota Aviation Ltd

Sort code: 55-70-10

Account Number: 77560922

BIC NWBKGB2L

IBAN GB89NWBK55701077560922

or such other bank account as the Carrier shall designate in writing.

- 2.14. If for any reason payment of any amount due from the Charterer under this Agreement shall not be made on the due date then the Charterer shall pay to the Carrier interest on the amount unpaid at the rate of 4% per annum above the base rate for the time being of NatWest Bank plc, calculated on a daily basis from the due date until the date of payment (both before and after judgement), compounded monthly.

### **3. OBLIGATIONS OF THE CARRIER**

- 3.1. The Carrier shall provide the Aircraft for the Flight Programme properly manned, equipped, fuelled and airworthy in accordance with the laws and regulations of the UK CAA and shall ensure that the Aircraft is operated in accordance with all applicable laws and regulations.
- 3.2. The Carrier shall at all times retain operational control of the Aircraft, and the captain of the Aircraft shall have complete discretion concerning the preparation of the Aircraft for flight, the load carried and its distribution, as to whether or not a Flight shall be undertaken or abandoned once undertaken, as to any deviation from the proposed route, as to where and when landings shall be made and all other matters relating to the operation of the Aircraft and the Charterer shall accept any decision of the captain in respect thereof as final.
- 3.3. All ground and operating personnel shall only take instructions from the Carrier unless specific prior written agreement shall have been made between the Carrier and the Charterer whereby certain defined instructions may be accepted by such personnel from the Charterer.
- 3.4. The Carrier shall be entitled, without giving a reason and without notice, to substitute another aircraft for the Aircraft. In the event of the Aircraft specified in the Schedule becoming unserviceable, the Carrier shall be entitled, but shall not be obliged, to substitute another aircraft.
- 3.5. The Carrier is entitled to assign or sub-contract the performance of the whole or any part of the obligations it has undertaken hereunder and any reference to the Carrier shall include any sub-contractor to whom such obligations hereunder are assigned or sub-contracted.
- 3.6. The Carrier may in any event without any liability to the Charterer or to any passenger:
- (a) refuse to carry any passenger unless satisfied that the Charterer or any sub-charterer, by or through whom accommodation on the Flight has been made available to that passenger, holds an Air Travel Organiser's Licence or other requisite permission or authority entitling him so to do if such licence, permission or authority is required by any Government Entity; and
  - (b) refuse to carry or remove en route, if appropriate, any passenger or his baggage where, in the exercise of its reasonable discretion, the Carrier decides that:
    - (i) such action is necessary for reasons of safety; or
    - (ii) such action is necessary in order to comply with any applicable laws, regulations or orders of any state or country to be flown from, into or over; or

- (iii) the conduct, status, age or mental or physical condition (including impairment by alcohol or drugs) of the passenger is such as to:
  - (A) require special assistance of the Carrier; or
  - (B) cause discomfort or make himself objectionable to other passengers, or
  - (C) involve any hazard or risk to himself or other persons or to property; or
- (iv) such action is necessary because the passenger has failed to observe the instructions of the Carrier; or
- (v) the passenger has failed to submit to or pass any required security check; or
- (vi) the passenger's attire or articles carried are likely to be offensive to other passengers or members of the crew;
- (vii) the passenger's baggage has not been cleared by all appropriate baggage screening checks; or
- (viii) the passenger does not appear to be properly documented; or
- (ix) the passenger may seek to enter a country through which he is in transit;
- (x) the passenger may destroy his or her documentation during flight; or
- (xi) the person presenting the ticket cannot prove that he is the person named on the ticket or the ticket otherwise appears to have been acquired unlawfully or otherwise than from the Carrier or Charterer; or
- (xii) the passenger is not in possession of a valid ticket or any part of the passenger's ticket has been mutilated, altered by anyone other than the Carrier or Charterer (if authorised so to do) or is presented without the passenger coupon and all unused flight coupons.

3.7. If the Charterer requests a change to the Flight Programme, then the Carrier shall be under no obligation to agree to such change. Any agreed changes shall be recorded in writing.

3.8. The Carrier may utilise any spare capacity on a Flight for its own passengers or cargo.

#### **4. TRAFFIC DOCUMENTS**

4.1. The Carrier shall supply or procure the supply of passenger tickets, baggage checks, air waybills and all other necessary documents relating to the carriage undertaken pursuant to this Agreement as required by the Carrier and all applicable laws, regulations, treaties and directives. The Charterer shall give to the Carrier all necessary information and assistance to complete all advanced passenger information and any other necessary documents as soon as possible prior to each Flight.

4.2. Carriage performed under this Agreement shall be subject to the conditions of carriage contained or referred to in the traffic documents of the Carrier including its General Conditions of Carriage.

4.3. The Charterer shall procure that the Carrier's General Conditions of Carriage (available on its website) are included in all contracts with any passengers, sub-charterers, freight forwarders or shippers in respect of any Flights.

4.4. The Charterer shall ensure that all passengers hold and have any passport, visa or other travel document necessary for entry into the destination of the relevant Flight and transit through any intermediate country.

#### **5. FLIGHT TIMES AND EMBARKATION**

5.1. The Charterer shall be solely responsible for ensuring that passengers and their baggage arrive at the specified check-in point at the departure airport in sufficient time to be carried on

any Flight. All passengers must check in no later than one hour prior to departure. In the event that any passenger of the Charterer, or any passenger's baggage, fails to arrive in sufficient time to be carried on the Flight the Aircraft may depart without that passenger or baggage and Carrier shall be under no liability whatsoever to the Charterer nor to such passenger. The Carrier shall be under no obligation hereunder to make any alternative arrangements for any such passenger. If the Carrier, in its absolute discretion, arranges for any such passenger to be carried on a later flight, the Charterer shall pay on demand to the Carrier such additional sum that the Carrier may specify for each such passenger to cover applicable passenger taxes and the additional costs of the Carrier thereby incurred.

- 5.2. If there is a delay, deviation, diversion or cancellation of any Flight and the Carrier is responsible, under EC Regulation 261/2004 or any other applicable law, for providing accommodation, refreshments or meals to any passenger, then the Carrier shall comply with its obligations under the law but the Charterer shall indemnify and keep indemnified the Carrier against the costs incurred by the Carrier and against any and all losses (including legal costs) arising in respect of any passenger's rights in the event of the delay, deviation, diversion or cancellation.
- 5.3. In the event that any passenger of the Charterer is refused entry at any destination airport, the Charterer shall indemnify and keep indemnified the Carrier, its officers, employees, servants and agents against any and all cost or expense whatsoever incurred by the Carrier in respect thereof (including but not limited to charges, fee, penalties, imposts or other expenses levied upon the Carrier by any immigration authority) or of any arrangements made by the Carrier to return such passengers to the country from which such passenger was originally carried.
- 5.4. If for any reason beyond the control of the Carrier the Aircraft is diverted from its destination shown in the Flight Programme or as otherwise agreed by the Carrier, the Flight shall be deemed complete when the Aircraft arrives at the airport to which it has been diverted. Where the Carrier arranges a transfer by alternative means of transport to be performed by independent operators it shall be deemed to do so as agent for the Charterer and the passengers and shall in no circumstances be liable for any acts or omissions of such independent operators who are not and shall not be deemed to be agents or servants of the Carrier. The costs of any transfer shall be the responsibility of the Charterer.

## **6. OBLIGATIONS OF THE CHARTERER**

- 6.1. The Charterer shall hold harmless and indemnify the Carrier from and against all claims, demands, liabilities, actions, proceedings and costs of any kind whatsoever arising from any default on the part of the Charterer, any sub-charterer, or any passenger in complying with any of the provisions of this Agreement or the Carrier's conditions of carriage.
- 6.2. The Charterer shall comply in all respects with the conditions of all permits, licences and authorities granted for the Flights and will procure such compliance on the part of all its passengers. The Charterer shall ensure that, where required, Flights are covered by an appropriate UK CAA ATOL.
- 6.3. The Charterer shall comply and shall procure that all its passengers shall comply with all applicable customs, police, public health, immigration and other lawful regulation of the United Kingdom and any Government Entity in any state to/from or over which the Aircraft is or may be flown.
- 6.4. The Charterer shall not pledge the Aircraft or the credit of the Carrier for any purpose, or allow any security interest to be created over the Aircraft, or do anything that renders the Aircraft subject to penalty or confiscation.
- 6.5. The Charterer shall provide such equipment and material for the packing and securing of items to be carried in the Aircraft as the Carrier or the captain of the Aircraft may reasonably require.

- 6.6. In the event that it is necessary in the reasonable opinion of the captain of the Aircraft or the Carrier for the Aircraft to be diverted in flight or delayed because of:
- (a) any act or omission of the Charterer or any passenger;
  - (b) the need to remove any passenger for a reason set out in Clause 3.6 above;
  - (c) a decision by any Government Entity;
  - (d) a decision by the captain of the Aircraft under Clause 3.2; or
  - (e) a Force Majeure Event beyond the control of the Carrier,

then the Charterer shall indemnify the Carrier against any losses which the Carrier may incur as a result thereof.

- 6.7. The Charterer shall ensure that no passenger's baggage to be carried on the Aircraft shall contain:
- (a) items that are likely to endanger the Aircraft or persons or property on board the Aircraft, such as those specified in the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations;
  - (b) items the carriage of which is prohibited by applicable laws, regulations or orders of any state or country to be flown from, to, or over;
  - (c) items which are considered by the Carrier to be unsuitable for carriage because they are dangerous or because of their weight, size, shape or character or which are fragile or perishable; or
  - (d) animals, including birds and reptiles (unless specifically agreed).

## 7. CANCELLATION

- 7.1. If the Charterer wishes to cancel any Flight or Flights the subject of this Agreement the following rates will be paid forthwith by the Charterer to the Carrier as agreed compensation:

PERIOD OF NOTICE	COST
After Base Date	25% of Charter Price
7 days to 48 hours before the cancelled Flight	50% of Charter Price
Less than 48 hours before the cancelled Flight	75% of Charter Price
After scheduled departure time of the cancelled Flight	100% of Charter Price

- 7.2. The Charterer accepts the above cancellation charges to be a reasonable pre-estimate of the losses that the Carrier shall sustain in the event of any cancelled Flight.
- 7.3. The Carrier may cancel a Flight or Flights (without prejudice to the Charterer's obligation to pay the Charter Price for that Flight or Flights) if:
- (a) at the time scheduled for departure any monies are due and unpaid by the Charterer to the Carrier under this Agreement; or
  - (b) the departure of the Flight has been delayed for more than 3 hours at the request of the Charterer, or because of any act or omission of the Charterer, or because of the late arrival of any passenger, baggage or cargo.

## 8. EXCLUSION OF LIABILITY/INDEMNITY

- 8.1. The Carrier shall be under no liability to the Charterer for any delay or failure by it to perform its obligations under this Agreement arising from a Force Majeure Event The Carrier may refuse to perform any Flight (at any time prior to taking off) if for any reason it is contrary to any applicable regulation for the Aircraft, the Carrier or the crew to operate the proposed

Flight, or the performance of the Flight would be outside the operational limitations of the Aircraft.

- 8.2. The Charterer shall indemnify the Carrier against any loss, damage, liabilities, costs or expenses of whatsoever nature caused to be suffered or incurred by the Carrier and its officers, employees, agents or subcontractors arising out of any act or omission of the Charterer or its officers, employees or agents whether arising in contract or tort (including negligence) or otherwise.
- 8.3. This Agreement and the carriage thereunder on international flights is governed by the rules and limitations established by the Montreal Convention on the Unification of Certain Rules for International Carriage signed in Montreal on 28<sup>th</sup> May 1999 ("the Montreal Convention") which rules and limitations (as amended from time to time) shall, to the extent the Montreal Convention is applicable, apply to the Flight(s) hereunder.
- 8.4. Except as specifically provided by the Montreal Convention or by other applicable law, the Carrier shall not be liable for any death, wounding or personal injury or claim of whatsoever nature whether for death or bodily injury or for delay or loss of or damage to or delay of baggage or cargo whether arising in contract or in tort whether occasioned by the Carrier, or its officers, employees or agents.

## **9. TERMINATION**

- 9.1. This Agreement may be terminated immediately upon notice from the Carrier to the Charterer upon the occurrence of any of the events specified below:-
  - (a) the Charterer defaults in the payment of any amount payable hereunder on the due date; or
  - (b) the Charterer is in breach of any of its other obligations hereunder which if capable of remedy has not been remedied within 7 days of receipt of written notice from the Carrier requiring remedy of such breach; or
  - (c) the Charterer admits in writing its inability to pay or becomes unable to pay its debts; or
  - (d) an administration order is made in relation to the Charterer; or
  - (e) proceedings are started or any steps are taken for the winding-up or dissolution of the Charterer or for the appointment of a receiver, administrative receiver, trustee, supervisor or similar officer of the Charterer or any or all of its revenues and assets, or the Charterer is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
  - (f) an encumbrancer takes possession of any of the Charterer's revenues or assets, or any security created by the Charterer becomes enforceable and the mortgagee or chargee takes steps to enforce the same (including without limitation by appointing a receiver or administrative receiver to any of the assets of the Charterer); or
  - (g) the Charterer convenes a meeting or takes any steps for the purpose of making or proposes to enter into or make any arrangement or composition for the benefit of its creditors; or
  - (h) a distress or other execution is levied or enforced upon or against any part of the Charterer's property; or
  - (i) the Charterer suspends or ceases or threatens to suspend or cease to carry on its business or (except in the ordinary course of business) it sells, leases, transfers or otherwise disposes of or threatens to dispose of all or any substantial part of its undertakings or assets (whether by a single transaction or by a series), or

- (j) all or any substantial part of its assets are seized or appropriated by or on behalf of any governmental or other authority or are compulsory acquired; or
- (k) if anything analogous to the events referred to in Clauses (c) to (j) above occurs in any jurisdiction in which the Charterer conducts its business.

## **10. EFFECT OF DEFAULT**

- 10.1. If this Agreement is terminated under Clause 9, then the Charterer shall (without prejudice to any other rights and remedies which the Carrier may have) pay forthwith to the Carrier the Charter Price for all Flights in the Flight Schedule (to the extent not already received by the Carrier), together with interest thereon (if any) at the rate specified in Clause 2.14, and the Charterer shall indemnify and keep the Carrier indemnified against all loss, damage, costs, expense, claim or liability incurred or sustained by the Carrier as a result of such termination. The Carrier shall be entitled to apply the Security Deposit towards the amounts owing by the Charterer under this Agreement.
- 10.2. The Charterer shall indemnify the Carrier against any claims by any passenger arising out of the termination of the Agreement.

## **11. SET-OFF AND APPLICATION OF MONEYS**

The Carrier may at any time without notice to the Charterer at its discretion set-off any amounts paid by the Charterer to the Carrier hereunder against any amounts then due to the Carrier under this Agreement or against any amount due at such time from the Charterer to the Carrier.

## **12. GENERAL**

- 12.1. Any notice required to be given under this Agreement shall be in writing and shall be deemed duly given if left at or sent by first class post, facsimile message or electronic mail to the address herein stated of the party to whom it is to be given. Any such notice shall be deemed to be served at the time when the same is handed to or left at the address of the party to be served and if served by post on the day (not being a Sunday or Public Holiday) next following the day of posting or if served by facsimile or email message upon the day such facsimile or email message is sent.
- 12.2. This Agreement sets out the entire agreement and understanding between the parties or any of them in connection with the charter of the Aircraft as described herein and supersedes any prior representations, agreements, conditions, statements, negotiations and undertakings whether made orally or in writing in relation thereto.
- 12.3. No party has relied on any warranty or representation of any other party except as expressly stated or referred to in this Agreement.
- 12.4. No claims shall be made against the Carrier in respect of any representation, warranty, indemnity or otherwise arising out of or in connection with the charter of the Aircraft except where such representation, warranty or indemnity is expressly contained or incorporated in this Agreement.
- 12.5. No variation of this Agreement shall be effective unless made in writing and signed by both parties.
- 12.6. The Charter Price, payment terms and other commercial terms contained in this Agreement are confidential to the parties and may not be disclosed to third parties without prior approval.
- 12.7. No failure by the Carrier to exercise and no delay by the Carrier in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law.

- 12.8. The Charterer shall not be entitled to assign the benefit of this Agreement.
- 12.9. All indemnities contained within this Agreement shall survive the termination of this Agreement, howsoever occurring.
- 12.10. The Carrier shall not in any event be liable for any consequential or special damage or loss including loss of profit or anticipated profit arising from the performance or non-performance of any Flight or any of its obligations hereunder.
- 12.11. A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This Clause 12.11 does not affect the rights and remedies of any person indemnified under this Agreement.

### **13. DATA PROTECTION**

- 13.1. This Clause 13 sets out the framework for the sharing of Personal Data between the parties as separate, not joint, Data Controllers in common. For the purposes of this Clause 13, the terms "Data Controller", "Data Processor", "Data Subject", "personal data" and "processing" shall have the meaning given to them in the Data Protection Laws (as defined in Clause 13.2 below). "Data Receiver" means a party to this Agreement when it receives Transferred Personal Data (as defined in Clause 13.313.3 below), directly or indirectly, from the other party; "Data Discloser" means a party to this Agreement when it discloses Transferred Personal Data, directly or indirectly, to the other party.
- 13.2. Data Protection Laws shall mean, as applicable and binding on the Parties:
- (a) in the United Kingdom:
    - (i) the Data Protection Act 1998 and any legislation and/or regulations implementing Directive 95/46/EC (the "Data Protection Directive"); and/or
    - (ii) the EU General Data Protection Regulation (Regulation (EU) 2016/679) on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "GDPR") and/or any corresponding or equivalent legislation and/or regulation implementing or made pursuant to the foregoing or which amends, replaces, re-enacts or consolidates any of them;
  - (b) in member states of the European Union: the Data Protection Directive or the GDPR, when it comes into force, and all applicable member state legislation and/or regulations giving effect to or corresponding with any of them.
- 13.3. The parties acknowledge and agree that for the purposes of providing passenger names to the Carrier for the operation of the Flights ("Agreed Purposes"), the parties shall share between them personal data of and passengers on the Flights, including but not limited to full names of passengers ("Transferred Personal Data"), only to the extent necessary for fulfilling the Agreed Purposes.
- 13.4. The parties agree to only share between them and process Transferred Personal Data in accordance with Clause 13.313.3. Each Data Receiver shall ensure that it processes the Transferred Personal Data fairly and lawfully in accordance with this Clause 13.4 and the Data Protection Laws and on the basis of one or more of the legal grounds prescribed by the Data Protection Laws.
- 13.5. Each Data Receiver shall not disclose or transfer the Transferred Personal Data to a third party located outside the EEA unless it complies with the provisions of Articles 25 and 26 of the Data Protection Directive as implemented in the national Data Protection Laws to which it is subject, Chapter V of the GDPR or such other manner as may be approved by the European Commission from time to time.
- 13.6. Each Data Discloser shall, in respect of the Transferred Personal Data it transfers to the other party pursuant to this Agreement, ensure that its privacy notices to the Data Subjects are

clear and provide sufficient information in relation to the types of their Personal Data shared with the Data Receiver and the circumstances and purposes of such data sharing.

- 13.7. Each Data Receiver shall only retain Transferred Personal Data insofar as this is necessary to carry out the Agreed Purpose(s), or to the extent required thereafter by legal or regulatory requirements to which such Data Receiver is subject. Subject to the extent permitted by Data Protection Laws including that the relevant party has a lawful basis for doing so, each Data Receiver shall securely destroy any Transferred Personal Data in accordance with the reasonable instructions of the Data Discloser on the earlier of the following circumstances:
- (a) on the expiry or termination of this Agreement;
  - (b) once processing of the Transferred Personal Data is no longer necessary for the Agreed Purpose(s) or for any applicable legal or regulatory requirement.
- 13.8. Each party warrants to the other that it has in place, and shall have in place for the term of this Agreement and for as long as it processes Transferred Personal Data in the event that such processing extends beyond the term of this Agreement, appropriate technical and organisational security measures to prevent unauthorised or unlawful processing of Transferred Personal Data and against accidental loss or destruction of, or damage to, the Transferred Personal Data.
- 13.9. Each party shall promptly notify any breach and/or potential breach or actual loss of the Transferred Personal Data to the other party to enable the parties to consider what action is required in order to resolve the issue in accordance with the applicable Data Protection Laws and guidance. The parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any data security breach or loss in an expeditious and compliant manner.
- 13.10. Each party undertakes to the other that it shall respond to requests of Data Subjects exercising their rights in accordance with its policies and with applicable Data Protection Laws.
- 13.11. Each Data Discloser shall make reasonable efforts to ensure that all information provided to the Data Receiver is accurate, reasonable and complete, and undertakes to the Data Receiver to promptly correct any Transferred Personal Data if it becomes aware that it is inaccurate and notify the Data Receiver accordingly.
- 13.12. This Clause 13 shall survive termination of this Agreement.

#### **14. CHOICE OF LAW, SUBMISSION TO JURISDICTION**

- 14.1. This Agreement shall be governed by and interpreted in accordance with English law and the parties hereto hereby submit to the jurisdiction of the English Court.
- 14.2. The Charterer agrees that if the Carrier brings legal proceedings against it or its assets in relation to this Agreement, it will not claim immunity from the legal proceedings (which will be deemed to include without limitation, suit, attachment prior to judgement, other attachment, the obtaining of judgement, execution or other enforcement) itself or with respect of its assets.
- 14.3. The Charterer waives any right of immunity which it or its assets now has or may in the future acquire.

# DID YOU KNOW...

*facts on lithium batteries*

that your phone,



laptop,



and other  
electronic devices



contain  
lithium  
batteries?



that  
lithium batteries



and e-cigarettes



are  
dangerous  
goods?



that if  
lithium batteries  
are damaged  
or short circuited



they can  
start a **fire?**



**Do not**  
put them  
in your checked-in  
luggage



**Carry them  
with you**



*Your safety depends on **You** too*

# BEWARE

You must not place items like these  
in checked or cabin baggage



**Some exceptions apply, for further advice contact your airline**

This notice is issued by the Civil Aviation Authority in the interest of public safety  
Civil Aviation Authority, Dangerous Goods Office, Aviation House, Gatwick Airport South, West Sussex, RH6 0YR

