

# CHARTER CONFIRMATION – TERMS AND CONDITIONS

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These Terms and Conditions govern the Agreement between TAG and the Client and should be read in conjunction with the Flight Confirmation issued to the Client which also forms part of the Client's Agreement with TAG. By making payment for the Services, the Client confirms that it has familiarised itself with these Terms and Conditions and the Flight Confirmation and agrees to be bound by them.

## 1. DEFINITIONS

"Client" means person, firm or company acquiring services from TAG as shown on the Confirmation. "Flight Confirmation" means the term sheet which summarises the Charter agreed and with which these Terms and Conditions are incorporated (together the "Agreement"). "Montreal Convention" means the Convention for the Unification of Certain Rules for International Carriage by Air signed at Montreal on 28 May 1999 as amended from time to time which is implemented by the Community by Regulation (EC) No 2027/97 (as amended by Regulation (EC) No 889/2002) and national legislation of member states. "Services" means the provision of charter air carriage to be provided by TAG in accordance with the details contained in the Flight Confirmation and these Terms and Conditions, together with any other services which TAG provides to the Client.

"TAG" means TAG Aviation (UK) Limited of Farnborough Airport, Farnborough, Hampshire GU14 6XA, United Kingdom

## 2. PRICE QUOTES

Client agrees to pay for the Services provided in accordance with the price specified in the Flight Confirmation, together with, where applicable, such additional amounts as shall be specified in the invoice as follows:

- (a) VAT and any local taxes or increase in taxes incurred in the provisions of the Services (whether or not included in the Flight Confirmation).
- (b) Where a variation from the Services contained in the Flight Confirmation is requested by the Client and agreed to by TAG or necessitated by Client's actions or becomes necessary due to the operation of any provision contained in these Terms and Conditions, Client agrees to pay TAG such agreed amount or, where appropriate, other amount resulting from the variation.

Client acknowledges that the price specified in the Flight Confirmation includes aircraft operating costs incurred in the ordinary course of business such as fuel, applicable taxes, over-flight charges and permits, landing charges, catering and bar costs, crew trip expenses, handling agent services and similar out-of-pocket expenses relating to TAG's Services, unless otherwise agreed. Client also acknowledges that the price does not include internet and phone calls from the aircraft, any change of destination, ground transportation (such as limousines or taxis), additional insurance premiums to overfly or land in certain zones, costs of de-icing and any extra costs for specific catering.

## 3. PAYMENT TERMS

Unless otherwise agreed, TAG requires payment in advance with respect to the Services. Payment is due in full in cleared funds within 15 days from receipt of invoice by Client. If Client has not so paid, the Client will pay TAG:

- (a) interest on such sum from the due date for payment at the annual rate of 4% above the base lending rate, accruing on a daily basis and being compounded quarterly until payment is made, whether before or after any judgment and Client shall pay the interest immediately on demand. TAG may claim interest under the *Late Payment of Commercial Debts (Interest) Act 1998*; and
- (b) the reasonable costs (including legal costs) for the collection of any past due charges and expenses.

## 4. FORCE MAJEURE

TAG will have no liability to Client under this Agreement if it is prevented from, or delayed in performing, its obligations under this Agreement or from carrying on its business, in whole or in part, by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of TAG or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or directions, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors; provided however, that if the provisions of Services is terminated or altered prior to completion, due in whole or in part to any such cause, TAG may:

- (a) refund to Client any payments previously received with respect to such Services, other than the cost attributable to Services performed and such other Services as may be necessary to return charter flight passengers to their original airports of departure; or
- (b) in the event that provision of the Services is terminated or altered prior to completion and TAG provides Client with another aircraft to continue Client's itinerary, then the Client will reimburse TAG for the additional costs and charges, if any, incurred over and above the original price contained in the Flight Confirmation, to provide Client with a replacement aircraft.

## 5. MONTREAL CONVENTION

Where TAG is the operator of a flight, its liability to the Client and to all passengers for death, personal injury, delay, loss of or damage or delay to baggage (including, without limitation, personal effects) occurring either on or during embarkation, disembarkation or inflight from any flight shown on the Confirmation will be governed in all respects by the Montreal Convention together with any regulation, directive or other legislation giving effect to or applying the provisions of the Montreal Convention.

## 6. EUROPEAN COMMUNITY NOTICE

The following information is provided in accordance with Regulation (EC) No 889/2002 but it cannot be used as a basis for any claim for compensation nor to interpret the provisions of that Regulation or the applicable Convention:

- (a) Compensation in the case of death or injury.  
There are no financial limits to the liability for the Client's injury or death. For damages up to 113,100 SDRs (approximate amount in local currency) TAG cannot contest claims for compensation. Above that amount, TAG can defend itself against a claim by proving that it was not negligent or otherwise at fault.
- (b) Advance payments.  
If the Client's passenger is killed or injured, TAG must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16000 SDRs (approximate amount in local currency).
- (c) Passenger delays.  
In case of the Client's passenger being delayed, TAG is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. TAG's liability for passenger delay is limited to 4,694 SDRs (approximate amount in local currency).
- (d) Baggage delays.  
In case of the Client's passenger(s) baggage being delayed, TAG is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. TAG's liability for baggage delay is limited to 1,131 SDRs (approximate amount in local currency).
- (e) Destruction, loss or damage to baggage.

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### TAG Aviation (UK) Ltd.

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TAG is liable for destruction, loss or damage to the Client's baggage up to 1,131 SDRs (approximate amount in local currency). In the case of Checked Baggage, TAG is liable even if not at fault, unless the baggage was defective. In the case of Cabin Baggage, TAG is liable only if at fault.

- (f) Higher limits for baggage.  
A Client's passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.
- (g) Complaints regarding baggage.  
If the Client's Passenger(s) baggage is damaged, delayed, lost or destroyed, the Client's passenger must write to complain to TAG as soon as possible. In the case of damage to Checked Baggage, the Client's passenger must write and complain within seven days, and in the case of delay within 21 days and in both cases from the date on which the baggage was placed at the Client's passenger's disposal.
- (h) Liability of contracting and actual carriers  
If the air carrier actually performing the flight is not the same as TAG (the contracting air carrier), the Client's passenger has the right to address a complaint or to make a claim for damages against either TAG or the operating carrier. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.
- (i) Time limit for action  
Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

## 7. EXCLUSION OF LIABILITY

Subject to Condition 5 above:

- (a) All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the contract between TAG and Client; and
- (b) Nothing in these Terms and Conditions limits or excludes the liability of TAG for death or personal injury resulting from negligence, or for any other damage or liability incurred by Client as a result of fraud or fraudulent misrepresentation.
- (c) TAG shall not be liable to the Client for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, any special, indirect, consequential or pure economic loss, costs damages, charges or expenses.
- (d) TAG's total liability in contract, tort (including negligence, other than negligence that results in death or personal injury), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Agreement between TAG and the Client shall be limited to the price paid under this Agreement.
- (e) Any exclusion or limitation of liability of TAG shall apply to and be for the benefit of any agents, servants and representatives of TAG and any person whose aircraft is used by TAG for carriage and its agents, servants or representatives.

## 8. CANCELLATION FEES

Should a confirmed flight be cancelled, a cancellation fee will be levied as follows:

- (a) Cancel after signature = 10%
- (b) Cancel within 7 days of flight = 35%
- (c) Cancel within 72 hour of flight = 75%
- (d) Cancel within 24 hours of flight = 100%

## 9. SAFETY OF OPERATION

Client acknowledges that the pilot in command of the aircraft and such member of the crew designated by the pilot will be in complete charge and control of the aircraft at all times and if, in the pilot in command's sole judgment the safety of flight may be jeopardized, then the pilot in command may terminate or divert a flight or refuse to commence it. This may include any situation where the Client's passenger(s) endanger the safety of the aircraft or any person or property on board; obstruct the crew in the performance of their duties; fail to comply with any instruction of the crew; use any threatening, abusive or insulting language towards the crew or behave in a disorderly, unpredictable, unsafe or aggressive manner (including as a result of alcohol consumption) towards the crew or other passengers. Client will not hold TAG responsible for any direct, indirect, incidental or consequential damages or costs occasioned by such a termination or refusal and the Client will indemnify TAG for all costs arising out of its passenger's improper conduct during embarkation, disembarkation or on board the aircraft (including any damage to the aircraft or TAG's property).

## 10. ALTERNATIVE AIRCRAFT

Should there be any en route changes or delays as a result of compliance with the requirements of International law or national legislation or subordinate legislation, the Client or the Client's passengers changed requirements, un-serviceability of the aircraft beyond TAG's reasonable control, safety of the aircraft, safety of the aircraft's crew and/or safety of the Client or the Client's passengers, any additional costs arising from such changes and/or delays (excluding the cost of repairing the aircraft, but including the costs of arranging an alternative aircraft) shall become payable by the Client in addition to the price on the Flight Confirmation.

## 11. PROHIBITED ITEMS AND DANGEROUS GOODS

The Client's passenger(s) must not carry or include in their Checked or Cabin Baggage the following prohibited items:

- (a) items which are prohibited by any applicable national or international law, regulation or order from being carried on any aircraft;
- (b) firearms and weapons of any type, including but not limited to replicas or toys, knives, blades, or sharp items of any kind;
- (c) items which are likely to endanger the aircraft or persons or property on board the aircraft, or items that may become or are dangerous, such as those items specified in the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air, or the International Air Transport Association (IATA) Dangerous Goods Regulations (further information is available from us upon request), including the following items:
  - Wheelchairs with 'spillable' (unsealed batteries) (also known as wet cell batteries).
  - Compressed gases – Deeply refrigerated, flammable, non-flammable and poisonous such as butane, oxygen, liquid nitrogen, aqualung cylinders, camping cylinders and tear gas.
  - Corrosives such as acids, alkalis, mercury and wet cell batteries.

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- Explosives, munitions, fireworks, flares, toy gun caps and ammunition.
- Flammable liquids and solids such as lighter fuel, matches, paints, thinners, fire-lighters, petrol and articles which are easily ignitable: substances liable to spontaneously combust: substances which on contact with water emit flammable gases.
- Radioactive materials
- Briefcases and attaché cases with installed alarm devices including pyrotechnic material or devices using lithium batteries.
- Oxidizing materials such as bleaching powder and peroxides.
- Poisons and infectious substances such as insecticides, weed-killers and live virus materials.
- Disabling devices such as mace, pepper spray or containing an irritant or incapacitating substance are prohibited on the person in Checked or Cabin Baggage.

The Client must seek written approval from TAG if any passenger(s) wish TAG to carry any sporting weapons and/or ammunition.

## 12. TRAVEL DOCUMENTATION

(a) The Client is responsible for ensuring that their passengers have the correct travel documentation and comply with all laws, regulations, orders, demands and requirements (including any applicable health, exit, entry, tax, visa, customs and other legal and statutory formalities) of any countries to be flown from or into and for compliance with any instructions given by us regarding documentation required for travel.

(b) TAG shall not be liable in anyway whatsoever to the Client in connection with obtaining the necessary documents or complying with such laws, regulations, orders, demands, requirements or instructions, whether given orally or in writing or otherwise, or for the consequences to the Client resulting from the Client's failure to obtain such documents or to comply with such laws, regulations, orders, demands, requirements or instructions. Despite the Advanced Passenger Information (including your passport data) that TAG must provide to destination airports in advance of the Client's flight, it remains the Client's sole responsibility to ensure that the Client is eligible to enter any state or territory and the provision of this information by the TAG to the destination airports does not imply any acceptance or eligibility for the Client or the Client's passengers to any enter State or Territory.

(c) The Client hereby indemnifies TAG and its agents from any claim or damage which TAG may suffer from non-compliance with such requirements save where those claims or damage have been caused by the negligence or willful misconduct of TAG or its agents.

## 13. BAGGAGE

(a) The Client must ensure that its passengers' baggage is limited to 15 kilograms per passenger in total of soft small bags which may be easily loaded into the baggage hold. One piece of Cabin Baggage may be carried by the Client's passengers which must not exceed 5 kilograms and must fit the following dimensions: 20 inches x 15 inches x 10 inches (50 centimeters x 37 centimeters x 25 centimeters). This does not infringe the Captain's right to set a lower weight or size limit per passenger and/or offload overweight or oversized baggage for considerations of safety in individual cases.

(b) Two items of mobility equipment per passenger may also be carried in the baggage hold free of charge.

## 14. SMOKING

Smoking is not permitted on board any aircraft operated by TAG and on board most of its agents' aircraft. If TAG's agent permits smoking on board, it will be noted on the Client's Flight Confirmation.

## 15. THIRD PARTY OPERATORS

(a) The Client understands and agrees that any charter services provided as part of the provisions of the Services may not be operated by TAG, but by third-party charter operators, and on whose behalf TAG acts merely as an agent. The Client acknowledges that there is no partnership, agency, joint venture or any other similar relationship between any or all of TAG, the Client and such third party charter operators.

(b) In cases to which this Condition 15 applies, TAG is not, and is not to be regarded as, acting as an air carrier or contracting carrier and shall have no liability to Client or to any of the Client's passengers in respect of any death or injury or loss of or damage or delay to baggage arising during any such third party charter. However, if for any reason TAG is deemed to be an air carrier or contracting carrier for the purpose of such third party charters, its liability to such matters will be governed in all respects by the Montreal Convention (see Conditions 4 & 6).

## 16. MISCELLANEOUS

The illegality or non-validity of any paragraph, clause or provision contained or referred to in this Agreement shall not affect or invalidate any other paragraph or provision herein. It is understood and agreed that these Terms and Conditions, along with the Flight Confirmation constitute the entire Agreement of TAG and the Client and supersede all previous agreements between TAG and the Client relating to its subject matter. No variation of the terms or provisions is enforceable unless in writing signed by TAG and the Client.

## 17. APPLICABLE LAW AND JURISDICTION

The Agreement (made up of these Terms and Conditions together with the Flight Confirmation), and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the laws of England and Wales. TAG and Client irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Agreement or its subject matter; provided, however, that TAG may in its sole option choose to issue proceedings against the Client in any other competent court as it deems suitable.