

TERMS**1. DEFINITIONS**

- 1.1. In these terms ("Terms") the following expressions shall have the following meanings:
- 1.1.1. "Agreement" the binding agreement between IFAC and the Charterer, incorporating the Terms of Charter and Conditions of Carriage;
 - 1.1.2. "Aircraft" the aircraft provided to carry out the Charter as specified in the Booking Confirmation;
 - 1.1.3. "Booking Confirmation" means IFAC's confirmation of the Charter Flight details;
 - 1.1.4. "Charter Flight" the flight(s) described in the Booking Confirmation;
 - 1.1.5. "Charterer" the party chartering the Aircraft (where a broker charters the Aircraft as agent for a third party principal, "Charterer" shall mean, subject to clause 2.3, the third party principal);
 - 1.1.6. "Charter Price" the price for the Charter as set out in the Booking Confirmation;
 - 1.1.7. "Conditions of Carriage" IFAC's Conditions of Carriage;
 - 1.1.8. "IFAC" Interflight (Air Charter) Limited;
 - 1.1.9. "Terms of Charter" these Terms, the Conditions of Carriage and the Booking Confirmation;
 - 1.1.10. "You" "Your" the party entering into this Agreement, being either the Charterer (where the Charterer enters into the Agreement with IFAC directly) or a broker chartering the Aircraft as agent on behalf of the Charterer.

2. AGREEMENT

- 2.1. The Agreement will come into effect when IFAC confirms receipt of the Booking Confirmation.
- 2.2. You confirm that You are duly authorised to enter into the Agreement for and on behalf of the Charterer.
- 2.3. If You are acting in Your capacity as broker for a Charterer who is your principal then the Agreement shall be between IFAC and Your Charterer principal and:
 - 2.3.1. IFAC shall issue the Booking Confirmation to You for transmission to Your Charterer principal; and
 - 2.3.2. You hereby expressly agree as primary obligor and not merely as surety to indemnify IFAC in full and keep it so indemnified against any loss or damage, cost or expense suffered or incurred by IFAC as a result of any failure by the Charterer to perform its obligations under the Agreement, including but not limited to making full payment of the Charter Price. For the avoidance of doubt nothing in this clause 2.3 shall be deemed to grant any third party right to enforce any provision of the Agreement.
- 2.4. Subject to the Charterer's strict compliance with all Terms of Charter and Conditions of Carriage that are available on the website, IFAC will provide the Charter Flight in accordance with the Agreement.

3. AIRCRAFT AND CREW

- 3.1. IFAC shall provide the Aircraft manned and equipped for the performance of the Charter Flight.
- 3.2. IFAC reserves the right to charge for any auxiliary services not specified in the Agreement.
- 3.3. The Charterer shall be responsible for checking that all Charter Flight details on the Booking Confirmation are accurate and shall notify any errors to IFAC immediately.

4. SUBSTITUTION OF AIRCRAFT

- 4.1. In the event that it is unable to perform any part of the Charter, IFAC shall be entitled to substitute, on prior notice, any other operator or any other aircraft suitably similar to the Aircraft.
- 4.2. To the extent that any such substitution involves additional costs, such additional costs shall be notified to the Charterer, who shall either accept the additional cost or decline the offer of an alternative carriage in which case the Agreement shall terminate immediately and the Charterer shall be charged for all sectors completed and including all and any additional incurred costs.

5. CAPTAIN'S DISCRETION

- 5.1. The pilot in command of the Aircraft shall have absolute discretion in all matters relating to the operation of the Aircraft and the Charter Flight, including but not limited to the absolute discretion to:
 - 5.1.1. refuse any passenger, baggage or cargo;
 - 5.1.2. decide what load may be carried on the Aircraft and how it shall be distributed;
 - 5.1.3. decide whether and when a flight may be safely undertaken, whether a flight should be re-routed and where and when the Aircraft should be landed.

6. LOADING & PACKING

- 6.1. Subject as otherwise provided in the Terms of Charter, loading and unloading of the Aircraft shall be at the expense of the Charterer.
- 6.2. The Charterer shall ensure that any goods to be transported are sufficiently and properly packed for carriage and shall supply adequate damage and tie-down material taking into account all reasonable demands of IFAC.
- 6.3. Charges for ground transportation, warehouse handling, warehouse and customs clearance shall be at the expense of the Charterer.

7. CHARTER PRICE

- 7.1. The Charterer shall pay the Charter Price to IFAC no later than three (3) business days prior to commencement of the Charter Flight. In the event that IFAC agrees to procure any additional services requested by the Charter or any additional costs are incurred in the course of the Charter Flight, the costs of any additional services shall be presented to the Charterer for acceptance prior to booking (where possible) and the Charterer shall pay the full costs of such additional services and in addition a surcharge of 10% of the costs of such additional services within seven (7) days of receipt of invoice.
- 7.2. All payments shall be made in the currency stated in the Booking Confirmation without any deduction, set-off, counterclaim, discount, abatement or withholding whatsoever.
- 7.3. Time for payment of the Charter Price shall be of the essence.
- 7.4. If the Charterer fails to pay the Charter Price by the due date then, without prejudice to any other rights or remedies available to it in law or under the Agreement, IFAC shall be entitled to cancel the Charter Flight without any liability to the Charterer.
- 7.5. If the Charterer fails to pay the Charter Price by the date due for payment it shall be liable to pay interest on the amount for payment due at the annual rate of 8% above the base lending rate from time to time of the Bank of

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Registered in England number: 1170431 Registered Offices: Millbank House, 171-185 Ewell Road, Surbiton, KT6 6AP VAT number: GB 241442201

England accruing on a daily basis until payment is made, whether before or after judgment and in addition the Charterer shall indemnify IFAC in full against all costs and expenses incurred in recovery of the debt.

8. IFAC'S PROTECTION AGAINST INCREASED COST

8.1. If there is any increase in security costs, aviation insurance premiums, fuel, landing fees, airport passenger duty or similar costs relating to the operation of the Aircraft or any part of the Charter after the date the Agreement is made, IFAC shall be entitled to increase the Charter Price by an amount equal to the increased cost to IFAC of providing the Charter.

9. TAXES & CHARGES

9.1. Unless expressly included, the Charter Price does not include any taxes (including, without limitation, VAT) levies or charges assessed or imposed by any taxing or airport authority or the cost of obtaining permissions for landing or the carriage embarkation or disembarkation of passengers or the loading or unloading of baggage and/or goods, de-icing, weather related or other hangarage costs, airfield fire category updates, costs resulting from any change of FBOs/ handlers, access to VIP lounges/ terminals or out of hours airport charges and extension fees all of which shall be paid by the Charterer on demand. If any such taxes, fees or charges change or new taxes, fees or charges or landing fees are imposed after IFAC has issued an invoice the Charterer will pay any increase.

10. NON-PERFORMANCE OR DELAYS

10.1. If the performance of the Charter Flight is prevented or delayed by the Charterer or anyone acting on its behalf including but not limited to any passenger arriving no later than twenty (20) minutes before the scheduled departure time, IFAC may at its discretion and without any liability whatsoever depart as scheduled or alternatively elect to delay the Charter Flight, in which case, demurrage shall run against the Charterer at a daily rate equivalent to two flight hours (the Demurrage Fee) at the current charter rate for the Aircraft. The Demurrage Fee shall begin no later than one hour after the scheduled departure time but subject always to IFAC discretion.

11. DEPARTURE FROM SCHEDULE

11.1. IFAC shall use all reasonable endeavours to complete the Charter Flight on schedule but shall be entitled without any liability to the Charterer to depart from the schedule for any cause beyond its reasonable control and the Charterer shall reimburse IFAC on demand for any additional expenses incurred as a result.

12. DIVERSIONS

12.1. If for any reason beyond IFAC's reasonable control the Aircraft is diverted from any destination shown in the Charter Flight schedule to another destination the flight shall be deemed to be complete when the Aircraft lands at that other destination.

13. VARIATION OR CANCELLATION OF FLIGHT

13.1. The Charterer may not vary any details of the Charter Flight or schedule without IFAC's prior express agreement and subject to any amendment of the Charter Terms including the Charter Price.

13.2. In the event that the Charterer wishes to cancel the Charter Flight or any part of it, the Charterer shall accept that the following cancellation terms will apply and which the Charterer shall pay upon demand:

13.2.1. if IFAC receives any cancellation notice after confirmation of the Charter Flight and up to 7 days prior to the Charter Flight, the Charterer will be charged 10% of the Charter Price;

13.2.2. if IFAC receives written cancellation notice from the Charterer, less than 7 days and up to 72 hours prior to the scheduled departure time, the Charterer shall pay 25% of the Charter Price;

13.2.3. if IFAC receives written cancellation notice from the Charterer less than 72 hours and up to 48 hours prior to the scheduled departure time, the Charterer shall pay 50% of the Charter Price;

13.2.4. if IFAC receives written cancellation notice from the Charterer less than 48 hours and up to 24 hours (including the ferry flight) before the scheduled departure time, the Charterer shall pay 75% of the Charter Price;

13.2.5. if IFAC receives written cancellation notice from the Charterer with less than 24 hours prior to the scheduled departure time, the Charterer shall pay 100% of the Charter Price.

14. LIABILITY OF CARRIER

14.1. Subject to clause 14.3, the following provisions set out the entire financial liability of IFAC (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Charterer in respect of:

14.1.1. any breach of these Terms;

14.1.2. any representation, statement, or tortious act or omission including gross negligence arising under or in connection with the subject matter of the Agreement.

14.2. Subject to clause 14.3, all warranties, conditions and other terms implied by statute or common law are to the fullest extent permitted by law excluded from the Agreement.

14.3. Nothing in these Terms shall be construed so as to exclude or limit IFAC's liability in respect of Passengers or Baggage as set out in the Conditions of Carriage. In the event of any apparent contradiction between the provisions of this clause 14 and of the liability provisions set out in the Conditions of Carriage, the liability provisions of the Conditions of Carriage shall prevail to the extent necessary to resolve such contradiction.

14.4. Subject to Conditions 14.2 and 14.3:

14.4.1. IFAC's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the subject matter of the Agreement shall not exceed a sum equal to the Charter Price;

14.4.2. IFAC shall not be liable to the Charterer for any loss (whether directly or indirectly caused and whether foreseeable or not) of profits, contracts, business, opportunities, revenue, turnover, management time, reputation or goodwill.

15. LIABILITY OF CHARTERER

15.1. The Charterer shall indemnify IFAC in full and on demand and keep IFAC so indemnified from and against:

15.1.1. all claims, liabilities, costs and expenses (including legal fees and costs) in respect of any liability of IFAC to third persons (including but not limited to passengers, consignors, or consignees) for any loss or damage whatsoever (including costs and expenses on a full indemnity basis); and

15.1.2. any damage to tangible property, including any damage to the Aircraft, arising out of any act or omission of the Charterer, its servants or agents or any passenger carried with the authority of the Charterer.

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16. TICKETS

16.1.If applicable, IFAC shall be responsible for the issue of all necessary passenger tickets, baggage checks and air way bills and the Charterer shall give to IFAC in good time all information and assistance required to complete such documents.

17. LAWS & REGULATIONS

17.1.The Charterer shall comply with and ensure that each passenger and/or owner of freight carried observes and complies with the Conditions of Carriage and all customs, police, public health and other laws and regulations which are applicable in the countries in which the flight originated, landings are made or over which flights are made.

17.2.The Charterer warrants that all passengers will hold all necessary passports, visas and other certificates to secure transit through any intermediate points and/or entry into the place of destination and in and in the event that the local authorities refuse entry to any passenger in circumstances where IFAC is required to transport such passengers to the point of origin of the flight or to any other point then the cost of so doing shall be repayable by the Charterer to IFAC upon demand.

17.3.The Charterer will repay to IFAC all fines, detention costs and other charges. If IFAC has to pay any fine, penalty, fees or charges (such as detention costs) because the Charterer, its servants, or agents or any passenger carried with the authority of the Charterer has failed to obey any laws or regulations, or other travel requirements of the country to which the Aircraft has flown or to produce the necessary documentation needed by that country, the Charterer will repay the amount that has been paid by IFAC as a result.

18. PERSONAL INFORMATION

18.1.The Charterer shall in compliance with the Data Protection Act 1998 provide IFAC with such personal data as IFAC deems necessary for the purposes of providing and administering the Charter Flight and auxiliary matters including but not limited to:

18.1.1.booking the Charter Flight, issuing passenger tickets, providing the Charterer with any relevant services and facilities;

18.1.2.accounting, billing and auditing;

18.1.3.checking credit or other payment cards;

18.1.4.security, immigration and entry procedures;

18.1.5.administrative and legal purposes;

18.1.6.ensuring compliance with legal regulatory obligations applicable to IFAC.

18.2.For the purposes set out in clause 18.1 the Charterer:

18.2.1.authorises IFAC to retain and use personal data and to transmit it to third parties involved in providing transportation or related services and facilities, data processors working for IFAC, IFAC's agents, government enforcement agencies, credit and payment card companies; and

18.2.2.authorises transfer of personal data outside the European Economic Area.

19. ASSIGNMENT

19.1.The Charterer shall not be entitled to assign the benefit of this Agreement to any other person without the prior consent in writing of IFAC.

20. WAIVER

20.1.A waiver of any right under the Terms of Charter is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances to which it is given.

20.2.Unless specifically provided otherwise, rights under the Terms of Charter are cumulative and do not exclude rights provided by law.

21. SEVERENCE

21.1.If any provision of the Terms of Charter is considered by any court or other competent authority to be unenforceable, invalid or illegal the other provisions will remain in force.

22. STATUS OF PRE-CONTRACTUAL STATEMENTS

22.1.Each of the parties acknowledges and agrees that, in entering into the Agreement it does not rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether a party to these terms and conditions or not) relating to the Charter other than as expressly set out in IFAC's quotation and in the Booking Confirmation.

23. THIRD PARTY RIGHTS

23.1.No-one other than a party to the Agreement shall have any right to enforce any of its terms.

24. LAW & ARBITRATION

24.1.The Agreement shall be governed by and constructed in accordance with the laws of England and Wales.

24.2.Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be:

24.2.1.referred to and finally resolved by arbitration under the London Court of International Arbitration (LCIA) Rules, which Rules are deemed to be incorporated by reference into this clause 24.2;

24.2.2.the number of arbitrators shall be one;

24.2.3.the seat, or legal place, of arbitration shall be London, England;

24.2.4.the language to be used in the arbitral proceedings shall be English;

24.3.Nothing in clause 24.2 shall limit the right of IFAC to take proceedings against the Charterer in the Courts of England or any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

25. EXECUTION

25.1.The Agreement may be executed electronically (using electronic signature, email or otherwise) and the parties agree to the Agreement being communicated, presented and retained in electronic form. The Agreement may be executed in any number of counterparts, including electronic counterparts, each of which (including electronic counterparts) will be an original but all of which together constitute one and the same instrument.

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