

Terms and Conditions

These terms and conditions shall apply to all contracts for the charter of aircraft from Williams Aviation Limited.

No variation of these terms and conditions shall be effective unless agreed in writing by Williams Aviation Ltd.

Where a person, firm or company enters into the Agreement as agent of the Charterer, such entity shall be jointly and severally liable with the Charterer for payment of the charter price.

1. Definitions

In these conditions the following expressions shall have the following meanings.

The Agreement – any agreement between the Carrier and The Charterer for the charter of aircraft from the Carrier.

The Aircraft – any aircraft which is the subject of a charter agreement between the Carrier and Charterer.

The Carrier – Williams Aviation Ltd.

The Charterer – any person, firm or body corporate chartering, or offering to charter, any aircraft from the Carrier.

Charter – the flight(s) described in the Flight Schedule.

2. Aircraft and Crew

The carrier shall provide for the charterers sole use the Aircraft, manned and equipped for the performance of the charter. Any additional services shall be specified in the Agreement.

3. Substitution of Aircraft

In the event that it is unable to perform any part of the Charter the Carrier shall be entitled to substitute, on prior notice, any other operator or any equivalent aircraft. To the extent that such substitution involves additional cost, such additional costs shall be notified to the Charterer, who shall be entitled to either accept the additional cost or decline the offer of alternate carriage.

4. Captains Discretion

The Captain of the Aircraft shall have absolute discretion:

- (a) to refuse any passenger(s), baggage or cargo
- (b) to decide what load may be carried on the Aircraft and how it shall be distributed
- (c) to decide whether and when the flight may be safely undertaken and where and when the Aircraft should be landed.

5. Loading and Packing

- (a) Subject as otherwise provided in these Conditions loading and unloading of the aircraft shall be at the expense of the carrier.
- (b) The charter 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 the Carrier and Captain and where necessary comply with IATA Restricted Articles Regulations, a copy of which is available for inspection at the offices of the Carrier.
- (c) Charges for ground transportation warehouse handling, warehouses and customs clearance shall be at the expense of the Charterer.

6. Charter Price & Payment

The Charter shall pay promptly in advance to the carrier the charter price and in any event no later than 24 hours before the flight after receipt of the carriers invoice unless a different credit period has been agreed by the Carrier. All payments shall be made without deduction, set-off counterclaim or withholding whatsoever. Time for payment shall be of the essence. The carrier shall be entitled to treat non-payment of the Charter Price as constituting the cancellation by the Charterer of the relevant Charter entitling the carrier to payment in accordance with the provisions of clause 14 below.

If a credit account has not been authorised by the Carrier then payment should be made by Bank Transfer. Note that the charter price does not include any airfield extension or handling surcharges due to operating outside normal airport or handling agent operating times. The charter price will not include any other additional items such as upgraded catering, ground transportation or transfers.

7. Interest on Delayed Payment

The Carrier shall be entitled to interest on the amount overdue at the rate of 2% per month of part thereof, compounded monthly

8. Carriers Protection Against Increased Cost

If there is any increase after the date of this agreement in security costs, aviation insurance premiums, fuel, airport passenger duty or similar cost relating to the operation of the aircraft or any part of the Charter, the carrier shall be entitled to increase the charter price accordingly.

9. Taxes And Charges

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 directly upon the execution or performance of the agreement carriage embarkation or disembarkation of passengers or loading or unloading of baggage and/or goods all of which shall be paid by the charterer on demand.

10. Non-Performance or Delays

If the performance of the flight is prevented or delayed by the charterer or anyone acting on its behalf including (but not limited to) any passenger arriving later than 15 minutes before scheduled departure time the carrier may at its discretion and any without liability whatsoever depart as scheduled or alternatively elect to delay the flight, in which case, demurrage shall run against the Charterer at a daily rate equivalent to two hours flying at the current charter rate for the aircraft.

11. Departure from Flight Schedule

The Carrier shall use all reasonable endeavours to complete the Flight Schedule but shall be entitled to depart from the Flight Schedule for any cause beyond its reasonable control and the charterer shall reimburse the carrier on demand for any additional expenses incurred as a result.

12. Diversions

If for any reason beyond the Carrier's control the Aircraft is diverted from any destination shown in the flight schedule to another destination the flight shall be deemed to be complete when the aircraft arrives at that other destination.

13. Cancellation

In the event of cancellation of the charter or any part of it, the carrier shall be entitled to receive, as liquidated damages not a penalty, the following:

- (a) 10% of the Charter Price if cancellation is received more than seven (7) days before scheduled departure time;
- (b) 20% of the Charter Price if cancellation occurs less than seven (7) days but more than 48 hours before scheduled departure time;
- (c) 25% of the Charter Price if cancellation occurs less than 48 hours before scheduled departure time;
- (d) 100% of the Charter Price if cancellation occurs after the agreed departure time, or if part of the charter has been completed i.e. a ferry flight has already taken place to position the aircraft from its base airfield to the departure point of the live sector of the charter.

14. Liability Of Carrier

- (a) The Carrier does not undertake any carriage as a common carrier.
- (b) Except as expressly provided in these terms and conditions the Carrier shall not be liable to the Charterer in any manner whatsoever (whether arising from the negligence of the Carrier its employees, agents or otherwise) for a any loss or damage whatsoever (including without limitation or consequential loss) provided that this shall not exclude or restrict the carriers liability for death of personnel.
- (c) All liabilities in relation the carriage by air of passengers and their luggage shall be governed by the Conditions of Carriage of the Carrier, a copy of which is available on request.
- (d) The Charterer agrees to indemnify the carrier and keep the carrier indemnified against all liabilities, claims, costs and expenses whatsoever incurred to due or claimed by any third party as a result of any such reason or circumstance save for liability for death or personal injury arising as result of the negligence of the carrier, its employees or agents.

15. Wrongful Acts Of Charterer

The Charterer shall indemnify the Carrier against all claims and expenses (including legal fees and costs) in respect of any liability of the carrier to third persons (including but not limited to passenger, consignors or consignees) for any loss or damage whatsoever (including costs and expenses on a full indemnity basis) arising out of any wrongful act or omission of the Charterer its servant or agents or any passenger carried with the authority of the Charterer.

16. Tickets

The carrier shall be responsible for the issue of all necessary passenger tickets baggage checks and air way bills (where applicable) and the charterer shall give to the carrier in good time all information and assistance required to complete such documents. The carrier shall at times keep the Charterer indemnified against all liabilities claims costs and expenses whatsoever which result from any failure to issue a passenger ticket baggage check or air way bill. Provided however that where passenger tickets and/or baggage checks are delivered to the Charterer or its agent by the Carrier for distribution to passengers the foregoing indemnity shall not apply and the charterer warrants and undertakes to the Carrier that it will affect delivery of the said tickets to the passengers promptly on receipt and shall indemnify the Carrier against all liabilities cost and expenses which result from any failure by the Carrier to effect such delivery.

17. Laws and Traffic Regulations

The Charterer shall comply with and ensure that each passenger and/or owner of freight carried observes and complies with all traffic regulations of the Carrier and all customs police public health and other laws and regulations which are applicable in the countries in which flights are originated, landings are made or over which flights are made. The Charterer warrants that all passengers will hold all necessary passports visas health and other certificates to secure transit though any intermediate point and/or entry into the place of destination and in circumstances where the carrier is required to transport such passengers to the point of origin of the flight or to any other point then the cost of doing so shall be re-payable by the Charterer to the Carrier upon demand. Airport departure times may be subject to alternation due to airport slot co-ordination

18. Assignment

The Charterer shall not be entitled to assign the benefit of this agreement to any other person without the consent in writing of the carrier.

19. Notices

Any notice to be given under this agreement shall be given by delivering by hand it at or by sending it by first class post to the address or by fax to the fax number of the addressee shown in the agreement. Such notice shall be deemed given if

(a) delivered by hand on presentation or refusal of presentation

(b) by first class post on the second working day after the day of posting; and (c) by fax on sending provided the addressee does not notify the sender within 24 hours that it has been incorrectly or illegibly sent.

20. Waiver

The rights of neither party shall be prejudiced or restricted by any indulgence or forbearance granted by it and no waiver of any breach shall operate as a waiver of any other or further breach.

21. Severance

If any part of the agreement (including these Terms and Conditions) is considered by any court or other competent authority to be unenforceable, it shall be considered severable so as not in any way to effect the remainder of the terms.

22. Third Party Rights

The parties to the agreement shall be deemed not to have intended to confer by the agreement any rights whatsoever on any other person. Accordingly, the provisions of Contracts (Rights Of Third Parties) Act 1999 (or any or re-enhancement thereof) are expressly excluded.

24. Headings

The heading in these conditions are for convenience only and shall no affect interpretation.

25. Applicable Law and Jurisdiction

The Agreement and these conditions shall be governed by and construed on accordance with English law and the courts of England and Wales shall have non-exclusive jurisdiction to deal with any disputes arising hereunder.

EU NOTICE REQUIREMENT - ARTICLE 6(1) EU CARRIERS

Air carrier liability for passengers and their baggage This information notice summarises the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention.

Compensation in the case of death or injury

There are no financial limits to the liability for passenger injury or death. For damages up to 100,000 SDRs (approximately £82,000) the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

Advance payments

If a passenger is killed or injured, the air carrier 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 16,000 SDRs (approximately £13,000).

Passenger delays

In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4,150 SDRs (approximately £3,500).

Baggage delays

In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1,000 SDRs (approximately £820).

Destruction, loss or damage to baggage

The air carrier is liable for destruction, loss or damage to baggage up to 1,000 SDRs (approximately £820). In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

Higher limits for baggage

A 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.

Complaints on baggage

If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

Liability of contracting and actual carriers

If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

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.

Basis for the information

The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No2027/97 (as amended by Regulation (EC) No889/2002) and national legislation of the Member States.

15.0 AMENDMENTS TO OPERATOR'S STANDARD TERMS & CONDITIONS

15.1 Operator and Victor, acting as agent for applicable Victor Members, agree that in respect of all aircraft charters or seat sales organised through the Victor programme, Operator's Standard Terms and Conditions are amended as follows:

15.1.1 The following recital shall be added:

***Williams Aviation Ltd** (hereinafter "**Williams**") has entered into an agreement with Fly Victor Limited (hereinafter "**Victor**") pursuant to which Williams, at Victor's request, charters aircraft or sells aircraft seats to members of Victor's programme (hereinafter "**Victor Members**"). Both Williams and Victor Members have acknowledged that Victor acts solely as agent for both Victor Members and Williams in respect of such charters of seat sales and that Victor has no liability whatsoever in respect of the operation of such charter flights."*

15.1.2 The following definitions shall be added:

*"**Victor Member Terms and Conditions**" shall mean the terms and conditions as between Victor and Victor Members applying to the charter of aircraft or the purchase of aircraft seats by Victor Members through the Victor Programme;*

*"**Flight Initiator**" shall mean a Victor Member who charters an aircraft from Williams for an itinerary of his/her specification."*

15.1.3 Notwithstanding any provisions to the contrary, the following provision shall apply as regards governing law and jurisdiction:

"These Williams's Standard Terms and Conditions and any non-contractual disputes arising out of or in connection therewith shall be governed and construed in accordance with English law. Williams and [Charterer] agree that any and all disputes arising out of or in connection with the Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales."

15.1.4 Notwithstanding any provisions to the contrary, any and all charter payments payable to Williams shall be collected from [Charterer(s)] by Victor and paid to Williams pursuant to payment terms agreed under separate cover by Victor and Williams. For the avoidance of doubt, no charter payments shall be payable by the [Charterer(s)] directly to Williams.

15.1.5 Notwithstanding any provisions to the contrary, bookings are processed through the Victor programme and all exchanges of information between Williams and [Charterer(s)] shall be conducted through Victor in accordance with the provisions of the Victor Member Terms and/or any separate written agreement between Victor and Williams as the case may be.

15.1.6 The definition of [Charterer] or any similar term describing the person(s) chartering or hiring the aircraft from Williams through the Victor programme shall be amended as follows:

"[Charterer] means either the Flight Initiator or the Victor Member(s) purchasing seats, depending on the type of charter flight arranged through Victor acting as agent."

Williams agrees to the Victor Operator Terms and Conditions in full as described above for all business transactions conducted by Williams with Victor for and on behalf of Victor members unless otherwise notified in writing to Victor.

Signed for and on behalf of:

Williams Aviation Ltd

Standard Bank House
IM1 1SB Douglas
Isle of Man

By:  _____

Name: JOHN DAVIES

Title: CHIEF P.I.O.

Date: 15-9-2011