

TERMS AND CONDITIONS

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

1. Definitions and Interpretation

1.1. In these Terms and Conditions, unless the context otherwise requires, terms used shall have the meanings as set out in the Flight Confirmation and:

"Agreement" means the agreement constituted by these Terms and Conditions and by the Flight Confirmation.

"Aircraft" means the aircraft detailed in the Flight Confirmation.

"Booking Deposit" means an advance payment that may be requested from time to time by the Charter Company and payable by the Charterer as a percentage of the Fees due in respect of the Flight.

"Charterer" means a person, firm or company acquiring services from the Charter Company as shown on the Flight Confirmation.

"Charter Fee" means the fee specified as such in the Flight Confirmation and payable by the Charterer to the Charter Company for each flight flown by the Aircraft pursuant to this Agreement.

"Charter Company" means ACASS Ireland Ltd.

"Charter Operator" means the holder of the Air Operator Certificate under which the Aircraft is registered and Operated.

"Flight" means a flight(s) specified as such in the Flight Confirmation.

"Flight Confirmation" means the summary of terms of the charter agreed by the Charterer and to which these Terms and Conditions are incorporated.

"Flight Hour" means each hour or part of any hour (rounded up to two decimal places) elapsing from the moment the chocks are removed from the wheels of the Aircraft until the chocks are next returned to the wheels.

"Fees" means the Charter Fee and any other costs and expenses incurred in the provision of the Charter Services as requested by the Charterer (by email or otherwise).

"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 Charter Company in accordance with the details contained in the Flight Confirmation and these Terms and Conditions, together with any other services which Charter Company provides to the Charterer.

"Transport Documentation" means the required documentation of any passengers in the Aircraft during the charter Services (other than the Aircraft crew) for the completion of the Itinerary (including but not limited to passport copies and visas).

"VAT" means value added tax and any other tax of a similar nature.

1.2. In these Terms and Conditions: (a) any reference to (i) this Agreement or any other agreement or instrument is a reference to this Agreement or that other agreement or instrument as amended or notated; (ii) a "person" includes any person, firm, company, corporation, government, state or agency of

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a state of any two or more of the foregoing; (iii) the Charterer or the Charter Company shall, where the context permits, include their successors and permitted assigns; (iv) a "regulation" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental body, agency, department or regulatory, self-regulatory or other authority or organization; (v) a provision of law is a reference to that provision as amended or re-enacted; and (vi) a clause is a reference to a clause of these Terms and Conditions; (b) words importing the plural include the singular (and vice versa); (c) the interpretation of general words shall not be restricted by being preceded by words including a particular class of acts, matters or things or by being followed by particular examples; and (d) clause headings are for ease of reference only.

2. Services

- 2.1. Subject to receipt of the Charter Fee and required Transport Documentation, the Charter Company shall provide the Services to the Charterer.
- 2.2. At all times the Charter Operator shall retain control of the Aircraft and the personnel provided by the Charterer shall be under the exclusive direction and control of the Charter Operator (subject to the authority which the captain of the Aircraft has under applicable law).
- 2.3. The Services are subject to:
 - a) receiving clearance due to weather conditions
 - b) traffic rights
 - c) ATC Slots
 - d) Permits
 - e) Continuing availability of the respective Aircraft and crew
 - f) unforeseen technical/performance restrictions
 - g) Force Majeure pursuant to clause 6
- 2.4. Where previously agreed by the parties the Charter Company reserves the right to assign the Services to another Charter Operator duly licenced and insured for the conveyance of passengers to operate the Flight.

3. Operational Procedures

- 3.1. The Charter Company shall use all reasonable endeavours to arrange operations in accordance with the Charterers requests, having regard to constraints imposed by applicable law, airport or other operational restrictions, crew duty hour limitations, safety, security, crew fitness or accident, and other matters outside the control of the Charter Company.

4. Fees and Payments

- 4.1. The Charterer shall pay to the Charter Company the Charter Fee in advance for the flight and as detailed in the Flight Confirmation, together with, where applicable, VAT and any local taxes or increase in taxes incurred in the provisions of the Services.
- 4.2. Where a variation from the Services contained in the Flight Confirmation is requested by the Charterer and agreed by the Charter Company or necessitated by the Charterer's actions or is as a result of additional services such as the use of wi-fi or de-icing, Charterer agrees to pay Charter Company such agreed amount or, where appropriate other amount resulting from the variation.
- 4.3. Any unpaid sums dues under this Agreement shall bear interest on such sum from the due date for payment at the annual rate of [6]% 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 Charterer shall

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pay the interest immediately on demand together with the reasonable costs (including legal costs) for the collection of any past due charges and expenses.

5. Termination

5.1 The Charterer may terminate this Agreement forthwith by written notice to the Charter Company in accordance with the cancellation terms as detailed on the Flight Confirmation. In any event the Charterer may cancel without penalty if:

- a) the Charter Operator's Air Operating Certificate or Operating Licence is cancelled, terminated, suspended withdrawn or revoked or shall cease to be in full force and effect in relation to the Aircraft;
- b) the Charter Company makes any arrangement with or compounds with its creditors, has a receiver, administrator, liquidator or similar officer appointed, passes a resolution for or has a liquidation, winding up or administration petition presented for that is not dismissed within 14 days or enters into administration or liquidation, ceases trading or is or becomes Insolvent; and/or
- c) the Charter Operator ceases to be entitled to the possession of the Aircraft;

In which case any Booking Deposit shall be refunded to the Charterer.

5.2 The Charter Company may suspend provision of the charter Services or terminate this Agreement forthwith by written notice to the Charterer if:

- a) the Charterer is in breach of any of its obligations under this Agreement; and/or
- b) the Charterer makes any arrangement with or compounds with its creditors, has a receiver, administrator, liquidator or similar officer appointed, passes a resolution for or has a petition presented for or enters into administration or liquidation, ceases trading or is or becomes insolvent;
- c) Pursuant to clause 2.3 elements which are beyond the reasonable control of the Charter Company prevent the charter Services from taking place;
- d) The Charterer does not pay the Charter Fee in the timescale stipulated on the Flight Confirmation;
- e) The Charterer does not provide the required documentation for travel or that these documents are refused by the relevant authority in respect of the port of entry.

With the exception of clause 5.2 c), should the Charter Company terminate this Agreement as a result of clause 5.2 the Charterer shall be liable to cancellation charges as set forth on the Flight Confirmation.

6. Force Majeure

6.1 Charter Company will have no liability to Charterer 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 Charter Company or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, pandemic, 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, Charter Company may:

- a) refund to Charterer 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 Charter Company, with the Charterers written agreement provides Charterer with another aircraft to

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continue Charterer's itinerary, then the Charterer will reimburse Charter Company for the additional costs and charges, if any, incurred over and above the original price contained in the Flight Confirmation, to provide Charterer with a replacement aircraft.

7. Operating License – Air Operator's Certificate – Authorisations

7.1. The Charterer hereby confirms that it will do no act likely to prejudice the Charter Company's position under the conditions of the Operating License and Air Operator's Certificate. Authorisations (permits from governmental or other authorities) necessary for the performance of the Flight(s) will be applied for by the Charter Company unless it has been agreed that this will be done by Charterer. For diplomatic Flights, all overflights and landing permits will have to be processed by the Charterer through the relevant diplomatic entities.

8. Security

8.1. The Aircraft will be operated in accordance with the Charter Operator's security program and applicable rules and regulations.

9. Operational Control

9.1. The Charter Operator and/or the captain of the Aircraft shall have complete discretion as to whether or not a flight should be undertaken and/or continued, and the Charterer agrees to accept all such decisions. The Charter Operator's decision as to the amount of space available on the Aircraft for utilisation on all or any portion of the charter Flight shall be final. The Charter Operator and/or the captain of the Aircraft shall have complete discretion concerning the load carried and its distribution, and the Charterer undertakes to accept all such decisions.

For the purposes of this clause, Operational Control, with respect to a flight, means the exercise of authority over initiating, conducting or terminating a flight.

10. Deviation – Delay

10.1. The Charter Operator and/or the captain of the Aircraft shall have complete discretion as to where landings should be made, and the Charterer undertakes to accept all such decision. The times shown in each flight schedule are approximate and not guaranteed by the Charter Company, who has the right to deviate from the flight schedule due to reasonable circumstances, without any liability. The Charter Company shall also not be responsible for delays caused by Air Traffic Control, slot restrictions, labour and civil disturbances, mechanical failures to the Aircraft or ground equipment, crew duty time limitations, local, national or international regulations, weather conditions or any other cause beyond the reasonable control of the Charter Company.

11. Montreal Convention

11.1. Where Charter Company is the Charter Operator, its liability to the Charterer 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 Flight 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.

12. European Community Notice

12.1. 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 Charterer's injury or death. For damages up to 113,100 SDRs (approximate amount in local currency) Charter Company cannot contest claims for compensation. Above that amount, Charter Company can defend itself against a claim by proving

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that it was not negligent or otherwise at fault.

b) Advance payments

If the Charterer's passenger is killed or injured, Charter Company 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 Charterer's passenger being delayed, Charter Company is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. Charter Company's liability for passenger delay is limited to 4,694 SDRs (approximate amount in local currency).

d) Baggage delays

In case of the Charterer's passenger(s) baggage being delayed, Charter Company is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. Charter Company's liability for baggage delay is limited to 1,131 SDRs (approximate amount in local currency).

e) Destruction, loss or damage to baggage

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

f) Higher limits for baggage

A Charterer'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 Charterer's Passenger(s) baggage is damaged, delayed, lost or destroyed, the Charterer's passenger must write to complain to Charter Company as soon as possible. In the case of damage to Checked Baggage, the Charterer'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 Charterer's passenger's disposal.

h) Liability of contracting and actual carriers

If the Charter Operator performing the flight is not the same as Charter Company (the contracting Charter Operator), the Charterer's passenger has the right to address a complaint or to make a claim for damages against either Charter Company or the Charter Operator. 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.

13. Exclusion of Liability

13.1. 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 Charter Company and Charterer; and

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- a) Nothing in these Terms and Conditions limits or excludes the liability of Charter Company for death or personal injury resulting from negligence, or for any other damage or liability incurred by Charterer as a result of fraud or fraudulent misrepresentation.
- b) Charter Company shall not be liable to the Charterer 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.
- c) Charter Company'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 Charter Company and the Charterer shall be limited to the price paid under this Agreement.
- d) Any exclusion or limitation of liability of Charter Company shall apply to and be for the benefit of any agents, servants and representatives of Charter Company and any person whose aircraft is used by Charter Company for carriage and its agents, servants or representatives.

14. Safety of Operation

- 14.1. Charterer 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 jeopardised, then the pilot in command may terminate or divert a Flight or refuse to commence it. This may include any situation where the Charterer's passenger(s) endanger the safety of the Aircraft or safety or health of 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. Charterer will not hold Charter Company responsible for any direct, indirect, incidental or consequential damages or costs occasioned by such a termination or refusal and the Charterer will indemnify Charter Company 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 Charter Company's property).

15. Alternative Aircraft

- 15.1. If the Charter Company is unable to perform a Flight in accordance with a Flight Confirmation due to an Aircraft technical failure (AOG), Charter Company shall use its reasonable commercial endeavours to find a suitable replacement aircraft and shall disclose any extra costs to the Charterer. If Charter Company efforts are successful, but the Charterer elects not to accept the replacement aircraft found by Charter Company, or Charter Company efforts are unsuccessful, the Charterer's sole remedy shall be a full refund of the Fees in respect of that part of the Services which cannot be fulfilled due to Aircraft unavailability.

16. Prohibited items and dangerous goods

- 16.1. The Charterer's passenger(s) must not carry or include in their checked or cabin baggage the following prohibited items without prior written approval from the Charter Company:
- 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

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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.

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.

16.2. The Charterer must seek written approval from Charter Company if any passenger(s) wish the Charter Company to carry any sporting weapons and/or ammunition.

17. Documentation

17.1. The Charterer is responsible for ensuring that its 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.

17.2. The Charterer shall procure that the Terms and Conditions are included in all contracts it makes with any of the Aircraft passengers in respect of any Flight(s).

17.3. Charter Company shall not be liable in anyway whatsoever to the Charterer 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 Charterer resulting from the Charterer'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 Charter Company must provide to destination airports in advance of the Charterer's Flight, it remains the Charterer's sole responsibility to ensure that the Charterer is eligible to enter any state or territory and the provision of this information by the Charter Company to the destination airports does not imply any acceptance or eligibility for the Charterer or the Charterer's passengers to any enter State or Territory.

17.4. In the event that animals are being transported, the owner must make sure that all required animal documents/passes can be submitted to the appropriate authorities at destination when requested.

17.5. The Charterer hereby indemnifies Charter Company and its agents from any claim or damage which Charter Company may suffer from non-compliance with the requirements contained in this clause 17.

18. Baggage

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18.1. The Charterer must ensure that its passengers' baggage complies with the weight and size limits specified in the Flight Confirmation. As baggage limits are applied for safety reasons and vary according to aircraft type, any weight and size limits set out in the Flight Confirmation do 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.

19. Smoking

19.1. Smoking is only permitted on board Aircraft operated by Charter Company or on board of its agents' Aircraft with prior written approval. If Charter Company or it's agent permits smoking on board, it will be noted on the Charterer's Flight Confirmation.

20. Third Party Operators

20.1. The Charterer understands and agrees that where a Flight is performed by a Charter Operator who is not the Charter Company, that the Charter Company acts merely as an agent. The Charterer acknowledges that there is no partnership, agency, joint venture or any other similar relationship between any or all of the Charter Company, The Charterer or the Charter Operator.

20.2. In cases to which this clause 20.1 applies, Charter Company is not, and is not to be regarded as, acting as an air carrier or contracting carrier and shall have no liability to Charterer or to any of the Charterer'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 Charter Company 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 clauses 11 and 12).

21. Miscellaneous

21.1. This Agreement constitutes the entire agreement between the parties in relation to its subject matter and no addition to or variation of it shall have any effect unless in writing and signed by persons duly authorised on behalf of each of the parties.

21.2. Neither party hereto shall assign or transfer or permit the assignment or transfer of this Agreement without the prior written consent of the other party. Any purported assignment or transfer without such consent shall be null and void and of no force or effect.

21.3. Nothing in this Agreement is intended or shall be construed to create or establish any partnership joint venture or fiduciary relationship between the parties.

21.4. No failure or delay on the part of the Charter Company to exercise any power, right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise by the Charter Company of any power, right or remedy.

21.5. The remedies provided by this Agreement are cumulative and are not exclusive of any remedies provided by law.

21.6. If any provision of this Agreement is prohibited or unenforceable in any jurisdiction such prohibition or unenforceability shall not invalidate the remaining provisions thereof or affect the validity or enforceability of such provision in any other jurisdiction.

21.7. A person who is not a party to this Agreement has no right under the Contracts (Rights or Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement.

21.8. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party thereto may execute the Schedule by signing such counterpart.

21.9. The express terms of this Agreement are instead of all warranties, conditions, terms, undertakings and obligations implied by statute, common law, custom, trade usage, course of dealing or otherwise, all of which are excluded to the fullest extent permitted by law.

22. Confidentiality

- 22.1. Each of the Operator and the Charterer undertake towards each other to keep confidential and not to disclose to any person (other than to their legal consultants where necessary):
- a) this Agreement (and any part thereof);
 - b) the names and whereabouts of crew members, including flight engineers and freelance personnel (to be) involved in the operation of the Aircraft;
 - c) any information regarding the location of the Aircraft (or any replacement aircraft) at any time;
 - d) any information on Flight schedules or Flights;
 - e) any information regarding passengers on any of the Flights;
 - f) any information regarding security measures with respect to the Aircraft (or any replacement aircraft) and the operation thereof; and
 - g) such other information which by its nature must be considered to be of a confidential nature.
- 22.2. The Charter Company shall take all necessary measures to prevent that third parties, not directly involved with the operation of Flights under this Agreement, gain access to IT information holding information on Flight schedules, passenger lists or crew rosters.
- 22.3. Each of the Charter Company and the Charterer shall make any information referred to above available only to personnel on a need to know basis and shall require that all such personnel shall enter into a confidentiality and non-disclosure agreement to secure the above objectives.
- 22.4. Information regarding the Aircraft and its operation may be disclosed to third parties only to the extent required for purposes of the operation of the Aircraft pursuant to this Agreement and to the extent required by law. Each party undertakes to promptly inform the other party in case any such information must be disclosed to third parties by law.

23. Notices

- 23.1. Any communication to be made under or in connection with this Agreement shall be in the English language and be made in writing and made by letter, fax or e-mail. The address, fax number and e-mail address of each party for any communication or document to be made or delivered under or in connection with this Agreement is set out in the Flight Confirmation. Any substitute address, fax number or e-mail address shall be notified by one party to the other by not less than five days' prior notice. Any communication or document made or delivered by one person to another under or in connection with this Agreement will only be effective if by way of fax or e-mail, when received in legible form; or if by way of letter, when it has been left at the relevant address or two business days after being deposited in the post postage prepaid.

24. Governing Law and Jurisdiction

- 24.1. This Agreement and any non-contractual obligations arising out of or in connection with this Agreement shall be governed and interpreted in accordance to the laws of England.
- 24.2. The courts of England shall have non-exclusive jurisdiction to settle any disputes arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement).