

# **Air Partner PLC**

## **Standard Terms and Conditions**

### **(ST2009)**

#### **INTRODUCTION: Who is who and who does what**

##### **Air Partner PLC**

We are an aircraft charter broker and, as such, we do not operate aircraft. We contract with you, the *Charterer*, to provide brokerage and facilitation services to enable you to charter an aircraft that meets the needs you have specified to us. If requested, we will also assist in the preparatory logistics for the itinerary you have specified. The actual flight is undertaken by the *Air Carrier*, a licensed air carrier operating aircraft owned and/or operated by them.

You will enter into a Charter Contract with the Air Carrier which sets out the terms and conditions of the charter of the Aircraft to you.

From time to time we are also asked to provide fuel supply and broking services to the Air Carrier. Our contract for fuel supply is with the Air Carrier but we make reference in our contract with you as it is important.

**Air Partner acts as agent only in connection with the entering into of the Charter Contract on your behalf.**

##### **The Charterer**

That is you or, if you are an agent, your principal, after you contract with Air Partner for brokerage and facilitation services. You will most likely be an entity or individual organising air travel for others (who will themselves be the passengers on the aircraft), or you will (together with others) be a passenger on the aircraft yourself. Your contract for our brokerage and facilitation service is with Air Partner. Critically, you agree to ensure payment arrives on/before the specified dates, you accept certain obligations should you terminate the contract prematurely and you agree to act as the conduit between the passengers and all other parties.

##### **The Passengers**

The passengers' contractual relationships will be with you and with the air carrier, not with Air Partner. The air carrier will carry the passengers on the basis of its own '*terms and conditions of carriage*' which are mentioned on the tickets they issue to passengers, or are to be found on their corporate website. Because Air Partner is not the air carrier, it does not have a contract with the passengers. Air Partner plays no role in the contract of carriage issued by the air carrier to the passengers and does not control or influence its terms. As such, Air Partner is not responsible for the actual performance of any flight Air Partner arranges for you or the passengers.

##### **The Air Carrier**

This will be a licensed operator of the aircraft that you enter into the Charter Contract with to meet your specified requirements for aircraft. The Air Carrier provides and operates the aircraft and carries the passengers. In doing so it will have a contract of carriage with the passengers.

## 1. What we mean

1.1 The following words and expressions where used in these General Terms have the meanings given to them below:

Additional Fees	those additional fees and reimbursement of costs and expenses, charged by the Nominated Carrier in accordance with the Charter Contract;
Agreement	the Confirmation of Arrangements and these General Terms;
Aircraft	the aircraft (if any) described in the Section 'Charter Arrangement' in the Confirmation of Arrangements or any alternative aircraft substituted under the Charter Contract or aircraft used to perform the Flight;
Air Partner Group	Air Partner plc and any subsidiary of that company from time to time as such term is defined in Section 736 Companies Act 1985;
Charter Contract	the charter agreement in respect of the Flight, to be contracted between the Nominated Carrier and the Charterer, a copy of which is available on request;
Charter Price	the combined price for the provision of the Charter by the Nominated Carrier together with the provision of facilitation services by Air Partner, as set out in page 1 of the Confirmation of Arrangements;
Charterer	the person, firm or body corporate entering into this Agreement as identified in the Charter Contract;
Check-in Time	the time or times stated in the Charter Contract or otherwise notified to the Charterer by the Nominated Carrier;
Confirmation of Arrangements	the documents setting out the aircraft charter requirements of the Charterer to which these General Terms are appended;
Flight	the flight or, as the case may be, each of the flights set out in the Confirmation of Arrangements under the heading 'Route/Schedule' and further described in the Charter Contract;
Fuel Supply Contract	any agreement entered into between the Air Carrier and Air Partner's fuel division in respect of the supply of fuel for the Aircraft in order to perform the Flights.
General Term	any general term set out in these General Terms;
Loss	any damage, injury, loss, partial loss, cost, claim or expense (including but not limited to cancellation charges, loss of profit, consequential and indirect loss or damage of any kind and liability);
Montreal Convention	the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Montreal on 28 May 1999;
Nominated Carrier	any commercial air carrier or aircraft operator selected to provide the Aircraft for the period of the charter set out in the Charter Contract (including any replacement carrier or assignee);
Passenger	the person or persons who will be travelling on the Flight and with whom the Nominated Carrier will have a contract of carriage with, such contract being subject to the Montreal Convention and/or Warsaw Convention;
STA	the scheduled time of arrival of the Flight set out in the Charter Contract;

STD	the scheduled time of departure of the Flight set out in the Charter Contract;
Travel Documents	all passenger tickets, baggage checks, air waybills and other documents required under the Montreal Convention or other applicable law;
Warsaw Convention	the Convention for the Unification of Certain Rules relating to International Carriage by Air signed at Warsaw on 12 October 1929 or that Convention as amended by the Hague Protocol of 1955 or the Montreal Protocols of 1975 whichever may be applicable and in each case the Guadalajara Convention of 1961.

## **2. Air Partner's role and appointment**

- 2.1 The Charterer appoints and authorises Air Partner to make the arrangements for the Flight on its behalf and Air Partner hereby accepts the appointment on those terms.
- 2.2 Once this agreement has been signed, which confirms the Charterer's approval of the Charter Arrangements and the Charter Contract (regardless of whether or not the Charterer has requested a copy of the Charter Contract), Air Partner will proceed to sign the Charter Contract for and on behalf of the Charterer and will, as soon as practicable, provide written confirmation of the Charter Arrangements to both the Charterer and the Nominated Carrier.
- 2.3 The Charterer agrees to be bound by the Charter Contract and to fully perform its obligations (as charterer/client/customer) set out in the Charter Contract (and any agreed variations to the Charter Contract).
- 2.4 Air Partner shall not be responsible for the failure by any Nominated Carrier to perform any or all of some of the Nominated Carrier's obligations under the Charter Contract concluded by Air Partner on the Charterer's behalf in connection with the Flight.
- 2.5 Air Partner acts as agent only in connection with the entering into of the Charter Contract on the Charterer's behalf. Air Partner does not act as Principal. The Charterer authorises Air Partner to negotiate variations to the Charter Contract as Air Partner sees fit and to enter into the Charter Contract itself (and confirm, on the Charterer's behalf, variations to the Charter Contract).
- 2.6 **IMPORTANT NOTE:** the Charterer confirms that Air Partner is not required to negotiate or secure terms of the Charter Contract for the Charterer where to do so would result in a change in the Nominated Carrier's usual or standard terms and conditions for provision of chartered flights or standard industry practice.
- 2.7 The Charterer agrees that carriage will be provided by the Nominated Carrier and that the Nominated Carrier will have the exclusive responsibility for the maintenance and operation of the Aircraft for the period of the charter. The Charterer agrees that, Air Partner having no authorisation from the Nominated Carrier, the crew shall be the servants and agents of the Nominated Carrier and shall be authorised to take orders only from the Nominated Carrier unless otherwise agreed by the Nominated Carrier and recorded in writing.
- 2.8 If at any time prior to the STD, the Aircraft becomes unavailable or unserviceable, Air Partner may, in its discretion, provide reasonable assistance to find a suitable substitute aircraft.
- 2.9 If at any time prior to the STD, the Nominated Carrier becomes insolvent and ceases flight operations, Air Partner may, in its discretion, use reasonable endeavours to find within a reasonable time after Air Partner becomes aware of the Nominated Carrier becoming insolvent and ceasing flight operations, a suitable substitute aircraft.
- 2.10 The Charterer will have a contractual relationship for the provision of the Flight and performance of the Charter Contract only with the Nominated Carrier and not Air Partner. As such, charters arranged on behalf of the Charterer are made subject to the terms and conditions and limitations of liability imposed by the Nominated Carrier.

2.11 The Charterer's legal recourse in connection with the provision of a Flight and the performance of a Charter Contract is against the Nominated Carrier and not Air Partner. If for **any reason (including** upon an insolvency event or financial failure affecting the Nominated Carrier), the Nominated Carrier is unable to provide the services for which the Charterer has contracted, the remedy lies solely against such Nominated Carrier.

2.12 Air Partner shall discharge its obligations under this Agreement with reasonable care and skill.

### **3. What the Charterer agrees to do**

3.1 The Charterer shall comply and shall ensure that all passengers, their baggage and any cargo shall comply with:

3.1.1 all relevant laws and regulations in the United Kingdom and/or any other state of departure, transit or arrival under this Agreement and

3.1.2 any requirements of the Nominated Carrier, including any laws and regulations of any country which are applicable to the Nominated Carrier's operation of the Aircraft.

3.2 The Charterer is responsible for the performance (or to procure the performance) of the Charterer's obligations under the Charter Contract and contained in this Agreement and set out in the Annex hereto.

3.3 Provided Air Partner performs its obligations under this agreement, the Charterer shall indemnify Air Partner against any and all losses and liabilities which Air Partner may incur as a result of acting with reasonable care and skill within the scope of its authority under this agreement as agent for the Charterer.

3.4 The Charterer shall complete the Travel Documents in such form as the Nominated Carrier or Air Partner may require as soon as practicable before STD. It shall be the responsibility of the Charterer to ensure that properly completed Travel Documents are delivered to all passengers and shippers in accordance with applicable law and that all passengers and shippers comply with the provisions of such Travel Documents.

3.5 The Charterer acknowledges that, in order to ensure the safety of the Aircraft, passengers, crew or cargo, the captain of the Aircraft shall have absolute discretion to take decisions concerning the operation of the Aircraft. The Charterer agrees that any and all decisions of the captain of the Aircraft shall be binding upon Air Partner and upon the Charterer, any sub-charterer and all passengers. The Charterer shall be responsible for any failure by its passengers to comply with such decisions. Air Partner shall have no liability to the Charterer in respect of any decision of the captain of the Aircraft and any consequences thereof, including any affect on the performance of Air Partner's obligations under this Agreement.

### **4. Loading and embarkation**

4.1 The Charterer shall ensure that passengers and their baggage and any cargo shall be at the specified check-in point at the departure airport not later than the Check-in Time and that all passengers possess all Travel Documents and all necessary identity documents, visas and other documents required by the authorities of states of departure, transit and arrival of the Flight for the transportation of them, their baggage and any cargo.

4.2 If the Flight is, or is to be, delayed beyond the STD by reason of any failure to comply with General Term 4.1 or any other act or omission on the part of the Charterer or any sub-charterer or any passenger, then Air Partner or the Nominated Carrier may cancel this Agreement or the affected Flight under the Charter Contract respectively and cancellation charges will apply in accordance with General Term 10.3 and the Charter Contract.

4.3 In the event that it is necessary in the captain's sole discretion for any Flight to be diverted in order to remove any passenger whose conduct or mental or physical condition is such as to cause discomfort or nuisance to other passengers or involve any hazard or risk to the passenger or other passengers

or to property, then the Charterer shall indemnify Air Partner in full against any Loss incurred by Air Partner as a result of such diversion and removal.

## **5. Charter Price**

- 5.1 The Charter Price is payable to Air Partner in accordance with the section "Charter Price" in the Confirmation of Arrangements.
- 5.2 The Charter Contract specifies what is and what is not included in the Charter Price. The Charterer will, without the need for any demand to be made, pay on demand to Air Partner (or if directed by Air Partner, direct to the Nominated Carrier) the Charter Price, any Additional Fees or other additional sums due and payable under the Charter Contract.
- 5.3 The Charter Price is capable of variation in accordance with the Charter Contract. The Charterer agrees to be bound by any such variations, provided they have been levied in accordance with the Charter Contract.
- 5.4 The Charterer shall pay Air Partner any additional sums which are agreed between Air Partner or which, in Air Partner's sole discretion, are required as a result of the Charterer's instructions or lack of instructions, the inaccuracy of any information or material provided by the Charterer (or a Passenger) to Air Partner (or Nominated Carrier) or any other cause attributable to the Charterer.
- 5.5 Air Partner will be responsible for the safekeeping of Charterer's funds whilst the same are in Air Partner's bank account. As soon as monies are transferred to the Nominated Carrier, Air Partner bears no further responsibility or liability in respect of the safekeeping or proper application of such funds by the Nominated Carrier.
- 5.6 Where there is a Fuel Supply Contract in place and the Air Carrier is late in making payment under such contract, there is a specific clause in such contract that Air Partner may recover outstanding payments under the Fuel Supply Contract due from the Air Carrier by deducting the amounts due from the Charter Price received from the Charterer by Air Partner before Air Partner remits the balance to the Air Carrier. The Charterer acknowledges this clause and expressly agrees to such deductions being made.
- 5.7 The Charter Price includes the cost during the period of the charter of flight operation, fuel, oil, maintenance, landing, hangarage, parking, ground handling and the remuneration and expenses of air crew. The Charter Price also includes all of Air Partner's brokerage and facilitation services as contracted.
- 5.8 All other costs including (but not limited to) all licence fees, clearance fees, royalties and non-objection fees, baggage screening charges, security charges, increased airline insurance rates, customs duties, airport and passenger taxes, connections to and from airports, ground accommodation and cabin services, shall exclusively be for the account of the Charterer unless otherwise specified in the Charter Contract. The Charterer shall, without the need for any demand to be made, reimburse in full any such invoiced costs paid by Air Partner or the Nominated Carrier.
- 5.9 The Charter Price is subject to any applicable taxes and also to any surcharge for any fuel, insurance or currency variations imposed by the Nominated Carrier.
- 5.10 The Charter Price and all other charges provided for in this Agreement are exclusive of value added or sales taxes (if applicable) which shall be paid in addition by the Charterer at the rate ruling at the tax point.

## **6. Payment**

- 6.1 Unless otherwise agreed in writing or set out in the Confirmation of Arrangements, the Charterer shall pay Air Partner the Charter Price in London in the currency stated and at the time (or times, where payment by instalments or an escrow arrangement applies) specified in the Charter Contract. Payment of any other costs agreed between the Charterer and Air Partner and provided for in this Agreement, shall be made in London in the currency stated in the Charter Contract. Such payment

of such other costs shall be made within two (2) weeks of the date of invoice or at least two (2) working days prior to departure of the first Flight if sooner, unless agreed otherwise in writing signed by the authorised signatory of Air Partner. Time is of the essence as regards payment of the Charter Price.

- 6.2 If any payment is not received by the date specified in General Term 6.1, Air Partner may, without prejudice to any other rights or remedies it may have in respect of such default to suspend provision of the any services, cancel this Agreement with no further liability to the Charterer and/or charge interest on the outstanding amount (both before and after any judgment) at the rate of 4% above the base rate from time to time of The Bank of England from the due date until the outstanding amount is paid in full. The Charterer acknowledges that late payment may result in the Charter Arrangements set out in the Confirmation of Arrangements being cancelled in accordance with the Charter Contract and that cancellation or demurrage charges may apply.
- 6.3 All payments to be made by the Charterer under this Agreement shall be in cleared funds and without deduction, set-off or withholding. Time shall be of the essence in respect of the date for payment of any amount under this Agreement.

## **7. Licences and international regulations**

- 7.1 All Flights are conditional on the grant and continued retention of, and are subject to, the terms and conditions of (i) the relevant air transport licence issued to the Nominated Carrier by the relevant authority and (ii) any further licences or authorities which may be required for the operation of the Flight, whether required under the laws or regulations of the state in which the Aircraft is registered or any other state to, from or over which the Aircraft will be flown in the course of the Flight.
- 7.2 If licences and authorities required for the operation of the Flight are in Air Partner's reasonable opinion, not likely to be obtained in good time or where obtained are not likely to be retained, Air Partner shall have the exclusive discretion to cancel this Agreement without any or further liability to the Charterer except that Air Partner shall be obliged to refund monies paid by the Charterer after deducting (i) a reasonable amount for the costs of administration and (ii) any non-refundable amount paid to the Nominated Carrier under the Charter Contract.
- 7.3 The Charterer warrants on a continuing basis that, except where the Charter Contract expressly specifies the charter type as 'sole use', both it and any sub-charterer are the holders of Air Travel Organisers' Licences (or other national equivalent), and that any bond required to be maintained under the terms of any such licence is and will be in full force and effect during the period of this Agreement.

## **8. Changes, delays, alterations and diversions**

- 8.1 Air Partner shall have no responsibility for delays in departures or arrivals unless as a direct result of Air Partner failing to perform its obligations under this Agreement, PROVIDED THAT Air Partner shall not be responsible if the failure on its part is due to factors outside Air Partner's control such as but not limited to air traffic control problems, crewing delay or shortages, adverse weather conditions, or factors affecting the Aircraft on any earlier flight. Once the Aircraft has departed all STAs are indicative only.
- 8.2 If for any reason the Aircraft is diverted from any destination airport set out in the Charter Contract, the Flight or the affected Flight as the case may be, shall be deemed complete when the Aircraft arrives at the airport to which it has been diverted. Air Partner shall have no responsibility in respect of diversions or the effect or diversions on the Charterer (or passengers).
- 8.3 Where, at the request of the Charterer, Air Partner arranges for passengers to be transferred to their original destination by alternative means of transport, it shall be deemed to arrange such service as agent only for the Charterer and shall under no circumstances whatsoever be liable for (and the Charterer shall fully indemnify Air Partner against) any Loss incurred by Air Partner and arising out of such arrangements or transport. All costs of any such transfer shall exclusively be for the account of the Charterer.

- 8.4 Should the Charterer find it necessary to cancel or amend all or part of a Charter Contract, it shall immediately notify Air Partner. Cancellation/amendment charges will apply; these charges will increase the nearer to departure the cancellation/amendment is made and can be as high as 100%. The scale of cancellation/amendment charges to be applied will be outlined in the applicable Charter Contract.
- 8.5 Refunds (whole or partial) of the Charter Price owing to a cancellation are subject to the Charter Contract. Air Partner is not responsible for providing a refund on the basis the Charter Contract is between the Nominated Carrier and the Charterer. It will however offer the Charterer reasonable assistance in liaising with the Nominated Carrier as regards the consequences of making a variation to or cancelling a Flight or the Charter Contract.

## **9. Sub-contracts and assignments**

- 9.1 Air Partner may assign or subcontract this Agreement (or part thereof) to a subsidiary or associated company.
- 9.2 The Charterer shall not be entitled to assign this Agreement without the prior written consent of Air Partner (such consent not to be unreasonably withheld).
- 9.3 In entering into this Agreement Air Partner neither acts nor holds itself out as a principal in respect of the provision of air services nor as a licensed Nominated Carrier and neither does Air Partner act as the agent of the Nominated Carrier.
- 9.4 This Agreement is entered into by the Charterer both on its own behalf and as agent for the sub-charterer (if any) and all passengers and cargo owners. The Charterer agrees that Air Partner shall have no greater liability to such persons than it has to the Charterer under General Term 12.
- 9.5 The Charterer shall fully indemnify Air Partner against any Loss incurred by Air Partner as a result of any failure on the part of the Charterer or of any sub-charterer, passenger or cargo owner to comply with the provisions of General Terms 3 and 4 and against any liability to any sub-charterer, passenger or cargo owner in excess of the limits set out in General Term 12.

## **10. Cancellation and termination**

- 10.1 The Charterer may cancel this Agreement at any time prior to departure (except in order to travel with another carrier) by notice in writing to Air Partner provided such notice is received by Air Partner. Upon such cancellation, the Charterer shall be obliged to make payment in full of the Cancellation Charges. Air Partner has the right to apply any monies paid to it by the Charterer against such cancellation charges. To the extent further sums remain due from the Charterer to Air Partner or the Nominated Carrier, the Charterer agrees to pay such sums on demand of Air Partner and in full.
- 10.2 Air Partner may terminate this Agreement immediately by notice in writing if:
- 10.2.1 the Charterer commits a breach of this Agreement which is incapable of remedy or which, if capable of remedy, is not remedied within such reasonable time as Air Partner shall require or
  - 10.2.2 the Charterer suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of the Charterer's business or
  - 10.2.3 the Charterer, in Air Partner's reasonable opinion is, or is likely to, damage Air Partners' reputation or trading position or
  - 10.2.4 if licences and authorities required for the operation of the Flight are in Air Partner's reasonable opinion not likely to be obtained in good time or where obtained are not likely to be retained or
  - 10.2.5 the Charterer (or any partner in it) suspends, or threatens to suspend, payment of its debts or

- 10.2.6 if, in the opinion of Air Partner, the Charterer (or any partner in it) is unable to pay its debts (within the meaning of Section 123 Insolvency Act 1986 as if the words 'if it is proved to the satisfaction of the court' were replaced by 'if in the reasonable opinion of Air Partner') or
  - 10.2.7 any partner in the Charterer (being a natural person) is deemed either unable to pay its debts or as having no reasonable prospects of so doing, in either case, within the meaning of Section 268 Insolvency Act 1986 or
  - 10.2.8 the Charterer commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than for the sole purpose of a scheme for a solvent amalgamation of the Charterer with one or more other companies or the solvent reconstruction of the Charterer or
  - 10.2.9 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Charterer other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party or
  - 10.2.10 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the whole or any material part of the Charterer or
  - 10.2.11 a floating charge holder over the whole or any material part of the property, undertaking or assets of the Charterer has become entitled to appoint or has appointed an administrative receiver or
  - 10.2.12 a person becomes entitled to appoint a receiver over the whole or any material part of the assets of the Charterer or a receiver is appointed over the whole or any material part of the property, undertaking or assets of the Charterer or
  - 10.2.13 any partner in the Charterer (being an individual) is the subject of a bankruptcy petition or order or
  - 10.2.14 a creditor or encumbrancer of the Charterer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any material part of the property, undertaking or assets of the Charterer and such attachment or process is not discharged within 14 days or
  - 10.2.15 the Charterer (or any partner in it) makes a voluntary arrangement within the meaning of Section 253 Insolvency Act 1986 or
  - 10.2.16 an analogous event occurs or proceeding is taken with respect of the Charterer in any jurisdiction to which it is subject that has an effect equivalent or similar to any of those events in this General Term 10.2.
- 10.3 If Air Partner shall terminate this Agreement under General Term 10.2 or in accordance with General Terms 4.2 or 6.2, the Charterer shall forthwith pay Air Partner cancellation charges in accordance with the Charter Contract. If Air Partner shall cancel one or more out of a number of Flights or part way through the performance of the Charter Contract, the Charterer shall pay Air Partner cancellation charges based on such proportion of the Charter Price as Air Partner shall reasonably determine.

## **11. Force majeure**

Air Partner shall not be liable for any default under this Agreement where such default is caused by any event beyond its control including (but not limited to) acts of God, explosions, revolutions, acts of terrorism, hijacking, insurrection, riot, civil commotion, war, national or local emergency, act of government, lock-out, strike, industrial dispute or action, crew, handling or air traffic control

personnel issues, fire, lightning, flooding, embargoes, quarantine, requisition of an aircraft or cargo, acts or omissions of third parties, lack of serviceability of Aircraft or operation of Aircraft resulting from other unforeseeable events such as supply chain issues or a financial markets crisis, weather conditions, service bulletins, airworthiness directives, or accident to the Aircraft or any part of it, the act of any authority. Air Partner shall inform the Charterer if it becomes aware of any event referred to in this General Term which is likely to delay any flight beyond the STD.

## **12. Limitation of liability**

- 12.1 This Agreement does not constitute a contract of carriage. Air Partner is not and does not act as a common carrier or other carrier in respect of any of its obligations under this Agreement. Air Partner shall not be deemed to be acting as a common carrier in respect of any carriage provided to the Charterer by the Nominated Carrier. Neither shall the acceptance or performance by Air Partner of any of its obligations under this Agreement impute to it any responsibilities and liabilities of the operator of an aircraft.
- 12.2 Should Air Partner be deemed for any reason to be acting under or in connection with this Agreement as a carrier, then to the extent to which such carriage constitutes international carriage under the Montreal Convention or, in any jurisdiction in which the Montreal Convention does not apply, under the Warsaw Convention, any liability of Air Partner to the Charterer or passengers shall be subject to (and the Charterer agrees that Air Partner shall have the benefit of) the provisions of the Montreal Convention or as the case may be, the Warsaw Convention.
- 12.3 In entering into this Agreement Air Partner neither acts nor holds itself out as a principal in respect of the provision of air services nor as a licensed air carrier and neither does Air Partner act as the agent of the Nominated Carrier.
- 12.4 Except to the extent that such liability is expressly provided for in this General Term 12, Air Partner shall be under no liability or obligation to the Charterer, its employees and agents or to the Charterer's passengers for any Loss, whether arising out of breach of this Agreement or negligence or otherwise. All other warranties, conditions or terms, implied by law or otherwise (including without limitation as to quality or fitness for purpose) are hereby excluded. In particular and without limitation, Air Partner shall have no liability for any economic, consequential, indirect or special damage or loss (including loss of profit or bargain or anticipated savings) arising out of or in connection with the performance or non-performance of any Flight or any other obligation of Air Partner under this Agreement and the entire liability of Air Partner under or in connection with the Agreement (and the performance of the Charter Contract) shall not exceed 75% of the Charter Price.
- 12.5 To the extent excluded by law, the provisions of General Term 12.4 shall not apply to death or personal injury of the Charterer and its employees caused by Air Partner's own negligence.
- 12.6 Air Partner does not accept any liability of whatever nature, whether in contract, tort or otherwise, for the acts, omissions or default, whether negligent or otherwise, of third party providers over whom it has no direct control; this includes (without limitation) the Nominated Carrier, handling agents, caterers and ground transportation.

- 12.7 Air Partner does not give any warranty, guarantee or other term as to the quality, financial strength or solvency, fitness for purpose or otherwise of the Nominated Carrier or any third party providers. Whilst Air Partner maintains records and information on many air carriers all over the world, it cannot guarantee that such information is up to date or that the Nominated Carrier will perform the Charter Contract in the required manner. Air Partner relies on the third party due diligence sources such as Dunn and Bradstreet as well as the EASA and other aviation safety agencies, which may not be up to date or free of errors. In particular, the financial position of air carriers change daily and such information is not always in the public domain or readily available to Air Partner. The assessment and selection of the air carrier who becomes the Nominated Carrier remains the Charterers' ultimate responsibility. Air Partner accepts no liability in this respect and undertakes only that in providing its services that it has acted in good faith and have not been wilfully misleading. We encourage feedback from Charterers as to their Flight experience with the Nominated Carrier. This information assists us in providing operational feedback to the Nominated Carrier to assist them with their client care and internal quality assurance
- 12.8 The Charterer agrees to indemnify Air Partner and its officers, employees and agents against all losses, costs, damages, claims and expenses arising from:
- 12.8.1 any breach of this Agreement by the Charterer;
  - 12.8.2 any act or omission by the Charterer, a Passenger, or the Charterer's officers, employees or agents; or
  - 12.8.3 any claim, action, demand or proceeding by a third party against Air Partner caused or contributed to by the Charterer, a Passenger, or the Charterer's officers, employees or agents.
- 12.9 Except in the case of fraud or except where such statement or representation appears in these General Terms or is otherwise confirmed in writing and signed by an authorised officer of Air Partner, Air Partner shall have no liability for any statement or representation made by any employee or agent on any matter connected with this Agreement.

**13. No waiver**

No failure or delay by either party in exercising any remedy, right, power or privilege under this Agreement shall operate as a waiver of the same.

**14. Entire agreement, notices and general**

- 14.1 This Agreement and its Annex shall constitute the entire extent of the agreement between the parties hereto in relation to the subject matter hereof and shall supersede all prior agreements and arrangements, whether written or verbal, between the parties.
- 14.2 No variation of this Agreement shall be effective unless made in writing expressed to be such a variation and signed by or on behalf of the parties by their respective authorised officers.
- 14.3 A notice required or permitted to be given by either party to the other under this Agreement shall be in writing (excluding e-mail) addressed to the other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.
- 14.4 If any provision of this agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this agreement and the validity and enforceability of the other provisions of this agreement shall not be affected.
- 14.5 If a provision of this agreement (or part of any provision) if found illegal, invalid or unenforceable, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid

and enforceable and, to the greatest extent possible, achieves the parties' original commercial intention.

14.6 A person who is not a party to this agreement shall not have any rights under or in connection with it by virtue of the Contracts (Rights of Third Parties) Act 1999.

**15. Law of agreement and jurisdiction**

15.1 This Agreement shall be governed by and construed in accordance with the laws of England and the parties irrevocably submit to the exclusive jurisdiction of the English courts for the resolution of any claim or dispute arising out of or in connection with this Agreement.

15.2 The headings of these General Terms shall be for convenience only and they shall not affect the interpretation of any part of this Agreement.

15.3 The Charterer and Air Partner agree that they do not intend that any provision of this Agreement should be enforceable by any party that is not a signatory party to this Agreement.

15.4 Should any provision of this Agreement be held to be unenforceable for any reason then it shall not affect the enforceability of any other provision of this Agreement.

IN WITNESS WHEREOF the parties hereto have, by their duly authorised signatories, signed this Agreement.

**For Charterer**

**For Air Partner**

Signed .....

Signed .....

Printed name

Printed name

Position held

Position held

Date

Date

Witness (signed) .....

Witness (signed) .....

**Annex 1**  
**Charterer Responsibilities**

**1. Data protection**

To ensure that the Data Protection Act 1998 is complied with as regards the collection and disclosure of any personal data of Passengers (including sensitive personal data, as defined under the Act). This includes ensuring the correct spelling of names, title, age, passport and visa information as well as any health or dietary information.

**2. Passenger information**

The Charterer must provide the minimum passenger information required by the destination country and it remains the responsibility of the Charterer to ensure that such information is correct and fully complies with the minimum passenger information requirements of the destination country.

**3. Travel Documents and entry requirements**

3.1 The Charterer shall complete or arrange for the completion of the Travel Documents in such form as the Nominated Carrier or Air Partner may require as soon as practicable before the scheduled departure date of the Flight, or if applicable, the first Flight. It shall be the responsibility of the Charterer to ensure that properly completed Travel Documents are delivered to all passengers and shippers in accordance with applicable law and that all passengers and shippers comply with the provisions of such Travel Documents. 'Travel Documents' shall mean all passenger tickets, baggage checks, air waybills and other documents required under the Montreal Convention or other applicable law together with any passport and visa requirements.

3.2 The Charterer will check the relevant entry requirements for the country or countries the Passenger is visiting and to ensure that each Passenger holds a valid passport, visas, re-entry permits and other required documentation which meet the requirements of relevant immigration and other government authorities.

3.3 Neither Air Partner nor the relevant travel service companies accept any responsibility if a Passenger is unable to travel because of failure to comply with any passport, visa or immigration requirements. Air Partner can, on request from the Charterer, put the Charterer in touch with an organisation to assist with visa or immigration requirements.

**4. Compliance with regulations**

4.1 The Charterer shall comply and shall ensure that all passengers, their baggage and any cargo shall comply with all relevant laws and regulations in the United Kingdom and/or any other state of departure, transit or arrival under this Agreement.

4.2 The Charterer warrants on a continuing basis that, except where the Charter Contract expressly specifies the charter type as 'sole use', both it and any sub-charterer are the holders of Air Travel Organisers' Licences and that any bond required to be maintained under the terms of any such licence is and will be in full force and effect during the period of this Agreement.

**5. Provision of information**

5.1 The Charterer will supply to Air Partner at the Charterer's own expense such documentation and information and such technical, market and other support as Air Partner may from time to time reasonably require for the purposes of negotiating and concluding the Aircraft Charter Agreement on behalf of the Charterer and to enable it properly and efficiently to discharge its duties under this Agreement.

**6. Insurance and medical conditions – passengers**

6.1 The Charterer will ensure that travel insurance is in place in respect of each Passenger. Each Passenger should travel with adequate insurance cover. Such insurance will ensure that they are

covered against unforeseen cancellation charges, medical costs incurred whilst away from home, personal liability claims, loss of money etc.

6.2 The Charterer will:

- a) make Air Partner aware of any pre-existing medical conditions of all Passengers as soon as possible; and
- b) ensure that each Passenger is aware of any health requirements for their travel destinations, to arrange for required vaccinations and to ensure that such persons carry all necessary vaccination documentation.