



ELITEJETS HOUSE  
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### **EliteJets Limited Standard Terms & Conditions for the Charter of Aircraft**

These Terms and Conditions shall apply to all contracts for the charter of aircraft from EliteJets Ltd ("EliteJets"). No variation of these terms and conditions shall be effective unless agreed in writing within a formal signed contract by EliteJets. 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 the payment of the charter price upon demand by EliteJets.

#### **1. PARTIES AND KEY DEFINITIONS**

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

**The Agreement**

A signed agreement between EliteJets and the Charterer for the charter of aircraft from EliteJets.

**The Aircraft**

Any aircraft which is the subject of a charter agreement between EliteJets and the charterer.

**The Carrier**

The contracted aircraft operator

**The Charterer**

Any person, form, or body corporate chartering, or offering to charter, any aircraft from EliteJets.

**Charter**

The flight(s) described in the Flight Schedule

#### **2. AIRCRAFT AND CREW**

EliteJets provides aviation services including aircraft management, aircraft charters and aircraft sales. When brokering aircraft, EliteJets acts solely as a third-party aircraft broker. EliteJets responsibilities shall be limited to sourcing aircraft for client's charter requests. EliteJets shall under no circumstances be held liable for the operation of the aircraft, obtaining take-off, over-flight or landing permits, passenger safety, charter cancellations, delays, diversions, alterations to schedule or aircraft under any circumstances whatsoever. All charter operational responsibilities and possible claims lie solely with the contracted Carrier selected to perform the charter. EliteJets shall provide for the Charterer's sole use the Aircraft, manned and equipped for the performance of the Charter. Any additional services shall be specified in the flight briefing.

#### **3. SUBSTITUTION OF AIRCRAFT**

In the event that The Aircraft it is unable to perform any part of the Charter for whatever reason, EliteJets shall be entitled to substitute, without prior notice or compensation The Aircraft offered with an equivalent aircraft which will be suitable for carrying out The Charter.



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#### 4. CAPTAIN'S DISCRETION

The Captain of the Aircraft shall have absolute discretion:

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

#### 5. CARRIAGE OF BAGGAGE

- (a) EliteJets passengers are entitled to a baggage allowance of 30kg per passenger in one soft sided bag.
- (b) EliteJets reserve the right to refuse additional passenger baggage deemed to affect the aircraft's performance.
- (c) At its sole discretion, EliteJets may accept passengers additional baggage over the 30kg allowance.
- (d) Charges for ground transportation and customs clearance shall be at the expense of the Charterer.

#### 6. CHARTER PRICE

The Charterer shall pay promptly to EliteJets the charter price and any ancillary costs and in any event no later than 24 hours after receipt of EliteJets charter agreement (s). All payments shall be made without deduction, set-off counterclaim or withholding whatsoever. Time for payment shall be of the essence. EliteJets shall be entitled to treat non-payment of the Charter Price within 24 hours of issue of the charter agreement as constituting the cancellation by the Charterer of the relevant Charter entitling EliteJets to payment in accordance with the provisions of clause 14 below.

#### 7. INTEREST ON DELAYED PAYMENT

EliteJets shall be entitled to interest on the amount overdue at the rate of 10% per month or part thereof, compounded monthly.

#### 8. ELITEJET'S PROTECTION AGAINST INCREASED COST

If there is any increase after the date of this Agreement in any aspect of direct or indirect costs relating to the operation of the aircraft or any part of the Charter, EliteJets shall be entitled to increase the Charter Price accordingly, full payment of these additional costs will be required within 24 hours of issue of the invoice. In particular, the Charter Price given does not include any provision for fuel price surcharge, De-icing or weather related hangarage costs, unless specifically stated: such costs which will be charged onto the Charterer.

In relation to other Ancillary Airport Costs the Charterer hereby indemnifies EliteJets against the cost of ancillary airport charges and agrees to pay for any additional costs that are incurred over and above the original quote such as additional catering, ground transportation, itinerary changes, airport extension charges (unless already agreed), necessary overnight hangar age expenses or de-icing etc. These will be itemised on our final invoice which will be issued upon completion of the trip and payment taken on demand from the Charterer's credit card or via bank transfer if specifically agreed by EliteJets upon receipt of the third-party invoice.



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#### 9. VIP CATERING

EliteJets offer complimentary catering comprising of hot and soft drinks, bar snacks and biscuits. It is the responsibility of the passengers to inform EliteJets of any special dietary requirements or food allergies. Special requests will be accommodated wherever possible for which there may will an additional charge to the Charterer.

#### 10. SATCOM TELEPHONE

Aircraft Satellite Telephone system use will be charged to the Charterer at the rate of US\$25 per minute.  
A separate invoice will be issued after completion of the Charter.

#### 11. WiFi

EliteJets will charge £10 per MB of data per passenger used on the aircraft. EliteJets will take payment of WiFi usage directly from the passenger's credit card.

#### 11. 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 or the carriage embarkation or disembarkation of passengers or the loading or unloading of baggage and/or goods all of which shall be paid by the Charterer on demand.

#### 12. 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 20 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 four hours flying at the current charter rate for the Aircraft. Non-performance or Delay

(a) In the event of non-performance or delay caused by any circumstances whatsoever beyond the reasonable control of EliteJets including, but not limited to, the actions of third parties, labour difficulties, force majeure (including but not limited to inclement weather) or technical breakdown or accident to the Aircraft or any part thereof or any machinery to be used in relation to The Aircraft, The Carrier shall use its reasonable endeavours to perform or continue the Flight Schedule but otherwise shall have no liability to Charterer or any passengers for such non-performance or delay and any time so lost shall not count in computing demurrage unless the Aircraft is already on demurrage.

(b) Notwithstanding (a). The Charterer shall be liable to pay EliteJets such portion of the Charter Price as shall be proportionate to that part of the Flight Schedule which has been performed together with all passengers expenses and any additional charges payable by The Charterer pursuant hereto.



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### 13. DEPARTURE FROM FLIGHT SCHEDULE

EliteJets 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 EliteJets on demand for any additional expenses incurred as a result.

### 14. DIVERSIONS

If for any reason beyond EliteJets' 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.

### 15. CANCELLATION

In the event of any cancellation of a signed Charter Agreement or any part of it, EliteJets will be entitled to charge the Charterer 100% of the Charter fee with immediate effect. Any further responsibilities held by EliteJets under the signed agreement will be terminated.

### 16. LIABILITY OF ELITEJETS

EliteJets shall not be held liable for any costs or damages incurred as a direct or indirect result of a charter offered to the charterer.

Furthermore, EliteJets will not be held liable for costs or damages incurred as a direct or indirect result of having to cancel, delay or divert a charter offered to the charterer.

(b) Except as expressly provided in these Terms and Conditions and to the extent permitted by law, EliteJets shall not be liable to the Charterer in any manner whatsoever (whether arising from the negligence of the Carrier its employees or agents or otherwise) for any indirect or consequential loss or damage, death or personal injury whatsoever, howsoever caused under any circumstances resulting from the negligence of EliteJets, the Carrier its employees or agents.

(c) EliteJets will not be held liable for loss, damage, theft or misrouting of passengers and their luggage. Such liability will remain solely with the appointed Carrier.

### 17. WRONGFUL ACTS OF CHARTERER

The Charterer shall indemnify EliteJets 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.

### 18. US WAIVER SCHEME

Any charterer availing themselves of this service agree to indemnify EliteJets and to pay any costs incurred by EliteJets as a result of the charterer's non-compliance with the regulations of the scheme.



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#### **19. LAWS AND TRAFFIC REGULATIONS**

The Charterer shall comply with and ensure that each passenger and/or owner of baggage or 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 through any intermediate points and/or entry into the place of destination. In the event a passenger is refused entry into the arrival destination, EliteJets will not be held liable.

#### **20. ASSIGNMENT**

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

#### **21. NOTICES**

Any notice to be given under this Agreement shall be given by delivering by hand or by sending it by first class post to the address 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.

#### **23. 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.

#### **24. SEVERENCE**

If any part of the Agreement (including these Terms and Conditions) is considered by an English 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.

#### **25. 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-enactment thereof) are expressly excluded.

#### **26. HEADINGS**

The heading in these Conditions are for convenience only and shall not affect interpretation.



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## 27. APPLICABLE LAW AND JURISDICTION

The Agreement and these Conditions shall be governed by and construed in accordance with English Law and the courts of England and Wales shall have exclusive jurisdiction to deal with any disputes arising hereunder.

**Time limit for action** Any action in court to claim damages must be brought within seven (7) working days from the intended 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.

### EliteJets General Conditions of Carriage for Passengers and Baggage

#### 1. Definitions

1.1 As used in these General Conditions of Carriage:

(a) "Document of Carriage" means any document delivered, either individually or collectively to passengers in respect of carriage that gives an indication of the places of departure and destination and of one or more agreed stopping places; (b) "Montreal Convention" means the Convention for the Unification of Certain Rules for International Carriage by Air signed at Montreal, 28th May 1999; (c) "Warsaw Convention" means the Convention for the Unification of Certain Rules relating to international carriage by air signed at Warsaw, 12th October 1929, or that Convention as amended at The Hague, 28th September 1955, whichever may be applicable; (d) "We", "us", "ours" "carrier" means EliteJets Ltd "You", "your", "passenger" means any person, carried or to be carried in an aircraft with our consent

#### 2. Scope

2.1 Carriage hereunder is subject to the rules and limitations relating to liability established by either the Warsaw Convention or the Montreal Convention unless such carriage is not "International Carriage" as defined by those Conventions. For carriage which not international carriage, if the law of the United Kingdom is applicable, our liability is governed by the Carriage by Air Acts (Application Provisions) Order 2004.

2.2 To the extent not in conflict with the foregoing carriage is subject to our conditions of carriage, except in transportation between a place in the United States or Canada and any place outside thereof to which tariffs in force in those countries apply.

2.3. Carriage hereunder is subject to the following: (a) The flight(s) is/are in all respects subject to the provisions, obligations and conditions of such Charter Agreement between us and such charterer relating to the flight(s);

(b) You are duly qualified and entitled to be carried as a passenger upon the charter flight in question in accordance with all governmental and aviation authority regulations relating thereto and with any applicable Provisions of such Charter Agreement;

(c) All obligations of the charterer to us in the terms of the

(d) Charter Agreement having been duly implemented.



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### 3. Agreed Stopping places

3.1 The agreed stopping places are those set forth in the Document of Carriage, or as shown in our timetable as scheduled stopping places on your route.

### 4. Schedules

4.1 We undertake to use our best efforts to carry you and your baggage with reasonable dispatch. Advertised times are not guaranteed and form no part of this contract. We may without notice substitute alternate carriers or aircraft and may alter or omit stopping places shown in the Document of Carriage in case of necessity. Schedules are subject to change without notice. We assume no responsibility for making connections.

### 5. Travel documentation

5.1 The Charterer is solely responsible for obtaining all required travel documents and visas and for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which you transit. EliteJets shall not be liable for the consequences resulting from the Charterers failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions. You shall comply with Government travel requirements, present exit, entry and other required documents and arrive at airport by time fixed by carrier or, if no time is fixed, early enough to complete departure procedures.

### 6. Refusal of Carriage

6.1 In the reasonable exercise of our discretion, we may refuse to carry you or your baggage if we have notified you in writing. We may also refuse to carry you or your baggage if one or more of the following have occurred or we reasonably believe may occur:

- (a) Such action is necessary in order to comply with any applicable government laws, regulations, or orders;
- (b) The carriage of you or your baggage may endanger or affect the safety, health, or materially affect the comfort of other passengers or crew; our mental or physical state, including your impairment from alcohol or drugs, presents a hazard or risk to yourself, to passengers, to crew, or to property;
- (c) You have committed misconduct on a previous flight, and we have reason to believe that such conduct may be repeated;
- (d) You have refused to submit to a security check;
- (e) You do not appear to have valid travel documents, may seek to enter a country through which you may be in transit, or for which you do not have valid travel documents, destroy your documentation during flight or refuse to surrender your travel documents to the flight crew, against receipt, when so requested;
- (f) You fail to observe our instructions with respect to safety or security;
- (g) You have previously committed one of the acts or omissions referred to above.



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## 7. Dangerous Goods

7.1 You must not include in your baggage without carrier's consent or prior arrangement with carrier compressed gases (flammable, non-flammable and poisonous), corrosives (such as acids, wet batteries), explosives, munitions, fireworks and articles which are easily ignited; flammable liquids and solids (such as flammable aerosols, lighter or heating fuels, matches), oxidising materials; poisons; radioactive materials; other restricted articles (such as mercury, magnetic material, offensive or irritating materials). EliteJets reserves the right to refuse carriage to any passenger found attempting to carry the above mentioned forbidden items.

## 8. Electronic Equipment

8.1 For safety reasons, we may forbid or limit operation aboard the aircraft of electronic equipment, including, but not limited to, cellular telephones, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices, including radio-controlled toys and walkie-talkies. Operation of hearing aids and heart pacemakers is permitted.

## 9. Search

9.1 For reasons of safety and security we may request that you permit a search, x-ray or other type of scan be made of your person and baggage. If you are not available, your baggage may be searched in your absence. If you are unwilling to comply with such request the Carrier may refuse to carry you and your baggage. In the event an x-ray or other scan causes damages to you or your baggage, EliteJets shall not be liable for such damage.

## 10. Conduct on board

10.1 If in our opinion you conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instructions of the crew including but not limited to those with respect to smoking, alcohol or drug consumption, or behave in a manner which causes distress, discomfort, inconvenience, damage or injury to other passengers or the crew, we may take such measures as it deems reasonably necessary to prevent continuation of such conduct, including restraint. You may be disembarked and refused onward carriage at any point and may be prosecuted for offences committed on board the aircraft.

## 11. Personal data

11.1 You recognise that we will receive personal data for the purposes of our providing services, facilitating immigration and entry procedures, and making available such data to government agencies, in connection with your travel. For these purposes, you authorise EliteJets to retain and use such data and to transmit it to our own offices, authorised agents, government agencies or other carriers.

## 12. General

12.1 Carriage to be performed hereunder by several successive carriers is regarded as a single operation.

12.2 No agent, servant or representative of ours has authority to alter, modify or waive any provision of this contract.

15.3 These General Conditions of Carriage shall be governed by and construed in accordance with English law and the English and Welsh Courts shall have exclusive jurisdiction.