



FLY
ELITEJETS LTD

PRIVATE JETS AND HELICOPTERS

85 Great Portland Street

Marylebone

London

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FlyEliteJets Limited standard terms and conditions of charter of aircraft

1 Introduction

In these conditions (**these Conditions**), unless the context otherwise requires:

Additional Services means the additional services specified in the Purchase Order;

Agreement means an agreement between the Operator and the Charterer for the charter of the Aircraft incorporating the terms of these Conditions;

Aircraft means the aircraft of the type and capacity set out in the Purchase Order and operated by the Operator in connection with any Flight;

Business Day means a day (other than a Saturday) on which banks are open for business in London;

Charterer refers to FlyEliteJets Limited a company incorporated in England and Wales (company number 09501679) whose registered office is at 85 Great Portland Street, Marylebone, London, W1W7LT, United Kingdom

Charter Price means the charter price set out in the Purchase Order;

Flight means any flight between any 2 points as defined in the Programme;

Flight Accommodation means the passenger seating (and, if specified, the baggage capacity) available on each Flight, as specified in the Purchase Order;

Operator refers to the other party to the Agreement providing services to the Charterer;

Programme means the Flight or series of Flights specified in the Purchase Order; and

Purchase Order means the purchase or confirmation order sent by the Operator to the Charterer.

Restricted Client: means the client of the Charterer for whom the Charterer is procuring the Flight and any person who is a passenger on the Flight.

In these Conditions, unless the context otherwise requires:

- i) any reference to the plural includes the singular and vice versa;
- ii) any reference to one gender includes all genders;
- iii) any reference to a person includes natural persons, corporate bodies, partnerships, firms, unincorporated bodies, governments and other public authorities and all legal persons whatsoever;
- iv) headings are given for convenience only and shall not affect interpretation;



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- 1.2.5 any reference to a clause, sub-clause or schedule is a reference to a clause, sub-clause or schedule in or to the Agreement and these Conditions;
- 1.2.6 any reference to a particular statute, regulation, treaty or convention includes all orders, regulations and subordinate legislation from time to time made under, or with respect to, such statute, regulation, treaty or convention, and as from time to time modified or re-enacted (whether before or after the date of the Agreement), and any reference to a particular section of a statute, regulation, treaty or convention includes any section of a later statute, regulation, treaty or convention which modifies, replaces or re-enacts that section;
- 1.2.7 any reference to either party includes their respective permitted successors and assigns;
- 1.2.8 any reference to any document (including these Conditions) or any provision of a document includes such document and provision as from time to time varied or supplemented in accordance with its terms or by agreement between the parties.

2 Application of these terms

2.1 These terms shall:

- (a) apply to and be incorporated in the contract between the Operator and the Charterer; and
- (b) prevail over any inconsistent terms and conditions contained in, or referred to in, the Operator's purchase order, confirmation of order, or implied by law, trade custom, practice or course of dealing.

3 Effect of purchase order

The Operator's purchase order constitutes an offer by the Operator to purchase the services specified in it on these terms; accordingly, the execution and return of the acknowledgment copy of the purchase order form by the Charterer, or the Operator's commencement or execution of the services pursuant to the purchase order, shall establish a contract for the supply of services on these terms. The Operator's standard terms and conditions (if any) attached to, enclosed with, or referred to in, the purchase order shall not govern the contract.

Cont'd



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4 Charter

- 4.1 The Operator shall make available to the Charterer the Aircraft on charter with crew for each of the Flights and perform the Flights in accordance with the terms of the Agreement, in consideration for which the Charterer agrees to pay the Operator the Charter Price.
- 4.2 At the commencement of each Flight, the Operator shall ensure that the Aircraft is properly prepared and equipped, fuelled and airworthy and presented to the high standard expected by the Charterer, and with the appropriate personnel, who are suitably trained and experienced, to enable the Flight to take place with a full complement of passengers and in accordance with all applicable laws and regulations.
- 4.3 The Operator will perform its obligations under this Agreement with the highest level of care, skill and diligence and in accordance with best practice in the aviation industry.
- 4.4 The crew shall not necessarily speak any language other than English.
- 4.5 In the event the Aircraft is unable to perform the Flight in accordance with the Programme, the Operator shall procure that an equivalent aircraft is made available to perform the Flight.
- 4.6 The commander of the Aircraft shall, for the purpose of the safe performance of the Flights, have absolute discretion in all matters concerning the preparation of the Aircraft for flight, the load carried and its distribution, the decision whether or not a Flight shall be undertaken (provided that this right shall only be exercised if there is substantial risk to the health and safety of the passengers of the Flight), the route to be flown and any route deviation, the time and place where landings should be made and all other matters relating to the operation of the Aircraft, and the Charterer and Operator shall accept all such decisions of the captain as final and binding. Such decision shall not affect the Operator's obligations under this Agreement.

5 Price and payment

- 5.1 The Charterer shall make payment of the Charter Price to the Operator at the time or times and in the amounts specified in and in accordance with the provisions of the Purchase Order.
- 5.2 The Operator shall also arrange on behalf of the Charterer for the provision in relation to the charter of such Additional Services (if any) as are specified in the Purchase Order at the rates specified in the Purchase Order.
- 5.3 If any passenger of the Charterer is refused entry at any destination airport, the Charterer shall indemnify and keep indemnified the Operator, its respective employees, servants and agents from and against any and all cost or expense whatsoever incurred by any of them in respect of such refusal (including but not limited to charges, fees, penalties or other expenses) or in respect of any arrangements made by the Operator to return such passenger to the country from which such passenger was originally carried.
- 5.5 Where any charges or duties included in the Charter Price relate to the estimated number of passengers that are to be carried on any particular Flight (e.g. airport passenger duty), a reconciliation shall be undertaken by the Operator after the Flight, and either the Operator shall rebate to the Charterer any excess charge that was included in the Charter Price or the Charterer shall pay to the Operator any underpayment of the charges, whichever shall be applicable.



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6 Sub-sales

The Charterer shall be entitled to sell to third parties any part of the Flight Accommodation.

7 Documentation

7.1 The Charterer shall, prior to each Flight, provide to the Operator a full list of passengers that are to be carried, together with such other information relating to the passengers as the Operator may reasonably require for the purposes of complying with applicable laws and regulations.

7.2 Unless agreed otherwise, the Charterer shall be responsible for ensuring that each of the passengers is in possession of all necessary passports, visas, medical certificates or any other required immigration or emigration documents and for accomplishing the immigration and customs clearance of passengers, baggage, cargo and mail.

8 Check-in

The Charterer shall be solely responsible for ensuring that all passengers and their baggage shall be available at the departure airport for each relevant Flight not later than the time specified in the Purchase Order (as may be varied by the Operator in the light of any circumstances affecting a particular Flight, provided the Operator has notified the Charterer in writing of such variation and received an acknowledgment in writing from the Charterer) or, if no time is so specified, in sufficient time prior to the scheduled departure time for check-in and security formalities to be completed.

9 Variation, delay and cancellation

9.1 The Operator shall not be obliged to agree to any request by the Charterer for the variation of the Programme or the details of any Flight but shall act in good faith to accommodate the Charterer's request. The Charterer shall have the right to cancel any Flight by giving to the Operator advance written notice of such cancellation and paying the Operator the following cancellation charges:

(a) if the Flight is cancelled 24 hours or more before the estimated time of departure then 0% of the Charter Price; or

(b) if the Flight is cancelled less than 24 hours before the estimated time of departure then 25% of the Charter Price.

9.2 In the event of any variation from or addition to the Programme at the request of the Charterer the Charterer shall pay for additional flying hours where appropriate at the price agreed between the Operator and Charterer at that time.

9.3 The Operator shall use all reasonable endeavours to perform and complete the Programme but may depart from it if it is reasonably necessary or advisable in its opinion in the interests of safety or legality, in which case any additional flying hours and expenses shall be borne by the Operator.

9.4 The Operator shall use all reasonable endeavours to perform the Programme in accordance with any times indicated but such times are not guaranteed (except for the estimated time of departure) and the Operator shall have no liability for reasonable delay.



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10 Charterer's obligations

- 10.1 The Charterer shall comply and shall procure that all passengers carried under the Agreement shall comply with all applicable customs, police, public health, immigration and other lawful regulations of any state to, from or over which the Aircraft is to be flown on any Flight.
- 10.2 The Charterer shall not be entitled to pledge the Aircraft or the credit of the Operator for any purpose or (in so far as within its powers) allow to arise or subsist any liens or rights of detention over the Aircraft.

11 Charterer Remedies

If the Operator negligently or willingly fails to perform its obligation to make the Aircraft (or a suitable alternative) available on charter with crew and to perform the Flight in accordance with the Programme and the terms of this Agreement the Operator shall pay to the Charterer the sum of £ [] as liquidated damages.

12 Force majeure

In the event of non-performance, partial performance or delay resulting wholly or partly from any cause or reason whatsoever beyond the reasonable control of the Operator, the Operator shall use all reasonable endeavours to perform or continue the Programme (and may at its discretion but without obligation substitute another aircraft) but otherwise shall have no liability to the Charterer. The Charterer shall be liable to pay such part of the price as is referable to that part of the Programme which has been performed (if any), and anything in excess already paid by the Charterer shall be refunded.

12 Indemnity

12.1 Passengers who may utilise the Programme shall not act as agents for the Charterer and shall not have the authority to make any amendments or variations to the Agreement.

12.2 The Operator shall, without prejudice to any other rights or remedies available to the Charterer, indemnify and keep indemnified the Charterer against, but not limited to, liabilities, claims, penalties, proceedings, judgements, damages, obligations, costs and expenses of any nature whatsoever arising in any way directly or indirectly from a breach of this Agreement by the Operator.

13 Termination

- 13.1 The Charterer may, without prejudice to any other rights and remedies pursuant to the provisions of the Agreement terminate this Agreement immediately upon notice to the Operator on the occurrence of any of the following events:
- (a) if the Operator is in material breach of the terms of this Agreement; or
 - (b) an order is made, or a resolution passed for the winding up of the Operator or an application or petition or notice for an administration order in relation to the Operator is presented or if any encumbrancer shall take possession or a receiver, administrative or otherwise, or manager or trustee be appointed of any or all the undertaking of the Operator; or
 - (c) the Operator convenes a meeting or takes any steps for making or proposes to enter into or make any arrangements or composition for the benefit of its creditors or if any distress or other execution is levied or enforced or sued out upon or against any part of the Operator's property;
 - (d) the Operator ceases to carry on all or a substantial part of its business.



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14 Confidentiality

- 14.1 The Operator undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the Charterer, except as permitted by Clause 14.2(a).
- 14.2 The Operator may disclose the Charterer's confidential information:
- (i) to its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out its obligations under this Agreement. The Operator shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this Clause 14; and
 - (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 14.3 The Operator shall not use the Charterer's confidential information for any purpose other than to perform its obligations under this Agreement.
- 14.4 Without prejudice to the provisions of clause 14.1 the Operator undertakes that neither it nor its officers, representatives, employees, agents or sub-contractors will take photographs of or make any posts on social media relating to Restricted Clients and that the Operator, its officers, representative, employees, subcontractors shall at all times respect and maintain the privacy of the Restricted Clients.

15 Non-Solicitation

- 15.1 In order to protect the legitimate business interests of the Charterer, the Operator covenants with the Charterer that it shall not and shall procure that no member of its group shall, solicit, entice away or having any dealings with any Restricted Client.
- 15.2 The Operator shall be bound by the covenant contained in clause 15.1 for the duration of the services for which the Operator has been engaged and for 6 months thereafter.

16 General

- 14.1 Any notice required to be given under the Agreement shall be in writing and shall be deemed duly given if delivered by hand or by email or post to the address or email address notified by a party to the other. Any such notice shall be deemed to be served at the time when the same is either handed to the party to be served or, if served by email, at the time when such email is properly transmitted to the relevant email address or, if by post, the next working day.
- (a) The 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 a person duly authorised, on behalf of each of the Operator and the Charterer.
 - (b) Any part of the Agreement found by any court or other competent authority to be unenforceable shall be considered severable so as not in any way to affect the remainder of the Agreement.
 - (c) Each party agrees at the request of the other at its own cost to do anything further, or execute or deliver any further document, which is necessary to give effect to the Agreement.
 - (d) The rights of neither party shall be prejudiced or restricted by any indulgence or forbearance extended by such party or by any delay in exercising or failure to exercise any right and no waiver by either party of any breach shall operate as a waiver of any other or further breach.
 - (e) Each party agrees to pay its own legal costs in connection with the preparation, negotiation, execution and performance of the Agreement.



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- (f) The Agreement may be signed in any number of counterparts, all of which, when taken together shall constitute one and the same instrument.
- (g) The Operator shall not be entitled to assign, novate, deal or transfer with any of its rights or obligations under the Agreement without the prior written consent of the Charterer, but the Charterer may do so upon written notice to the Operator.
- (h) The parties to the Agreement do not intend by the Agreement to confer any rights whatsoever on any other person. Accordingly, the parties hereby expressly exclude the provisions of the Contracts (Rights of Third Parties) Act 1999.
- (i) The Agreement and all non-contractual matters associated with, arising out of or connected with it shall be governed by and construed in accordance with English law.
- (j) The parties agree that the English courts have exclusive jurisdiction to adjudicate any dispute which arises in connection with the Agreement and all non-contractual matters associated with, arising out of or connected with it.