



## **FlyEliteJets Limited Standard Terms & Conditions for the Charter of Aircraft**

These terms and conditions (“**Conditions**”) shall apply to all contracts for the charter of Aircraft (defined below) from FlyEliteJets (defined below). No variation of these Conditions shall be effective, unless otherwise agreed in writing within a formal signed Agreement (defined below) by FlyEliteJets. Where a person, firm or company enters into this Agreement as agent of the Charterer (defined below), such entity shall be jointly and severally liable with the Charterer for the payment of the Charter Price upon demand by FlyEliteJets.

This Agreement shall be deemed to be effective upon signature of the parties to the Charter Agreement (defined below). The Charter Agreement constitutes an offer by the Charterer to charter the Aircraft in accordance with these Conditions. The Charter Agreement shall only be deemed accepted when FlyEliteJets issues written acceptance of the Charter Agreement, or signs the Charter Agreement, at which point and on which date the Agreement shall come into existence (“**Commencement Date**”).

These Conditions apply to the Agreement to the exclusion of any other terms that the Charter seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing. Any samples, drawings, descriptive matter or advertising issued by FlyEliteJets and any descriptions or illustrations contained in FlyEliteJets catalogues or brochures, are issued or published for the sole purpose of giving an approximate idea of the Aircraft and charter services described in them. They shall not form part of this Agreement nor have any contractual force.

### **1. INTERPRETATION**

The following definitions and rules of interpretation apply in these Conditions:

#### **1.1 Definitions:**

**Additional Charges:** means the Additional Charges in excess of the Charter Price which will apply to the Charter Flights as set out in this Agreement.

**Agreement:** means this contract agreement between FlyEliteJets and the Charterer for the charter of the Aircraft from FlyEliteJets in accordance with these Conditions and the Charter Agreement.

**Aircraft:** means any aircraft of the type which is identified in the Charter Agreement which is the subject of this Agreement between FlyEliteJets and the Charterer.

**Captain:** means the captain of the Aircraft supplied by the Carrier.

**Carrier:** means the contracted aircraft operator of the Aircraft.

**Charter Agreement:** means the charter agreement signed by the Charterer and FlyEliteJets which incorporates these Conditions and sets out the details of the charter of the Aircraft by the Charterer.

**Charter Price:** means the price for the Charter Flights as set out in the Charter Agreement, payable in accordance with clause 6 of these Conditions.

**Charterer:** means any person, form, or body corporate chartering, or offering to charter, any Aircraft from FlyEliteJets as identified in the Charter Agreement.

**Charter Flight(s):** means the flight(s) described under Flight Schedule, which the Aircraft will take.

**Conditions:** means these terms and conditions which apply to the Charter Agreement to form the Contract.

**Contract:** means the Contract between the parties which includes the Conditions and the Charter Agreement.

**Data Protection Legislation:** the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party.

**FlyEliteJets:** means FlyEliteJets Limited incorporate and registered in England with company registration number 11749816.

**Flight Schedule:** means the dates and time set forth for the Charter Flight to take place on the Charter Routing.

**Force Majeure Event:** means any event outside of FlyEliteJets control which includes but is not limited to any acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; collapse of buildings, fire, explosion or accident; any labour



or trade dispute, strikes, industrial action or lockouts; non-performance by suppliers or subcontractors, interruption or failure of utility service.

**UK Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

**Visa Waiver Program:** the program of the US government that allows citizens of specific countries to travel to the United States for tourism, business or while in transit for up to 90 days without having to obtain a visa.

## 1.2 Interpretation:

(a) Reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

(b) Unless the context otherwise requires, any reference to European Union law that is directly applicable or directly effective in the UK at any time is a reference to it as it applies in England and Wales from time to time including as retained, amended, extended, re-enacted or otherwise given effect on or after 11pm on 31 January 2020.

(c) Any words following the terms including, include, in particular, for example or any similar expression, shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

(d) A reference to writing or written includes email unless otherwise expressly stated in this Agreement.

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

## 2. CHARTERER OBLIGATIONS

- 2.1 The Charterer confirms on behalf of its passengers and hereby warrants that it has their authority to give such acknowledgement on their behalf, that no contract of carriage will exist between the passenger of the Charterer and FlyEliteJets, notwithstanding the issuance of any passenger ticket by FlyEliteJets or the Carrier to such passengers.
- 2.2 The Charterer shall be liable for the Charter Price and all costs incurred under this Agreement by any passengers, in addition to the cost of any damage or loss caused as a result of the Charterer and / or any passenger.
- 2.3 It is the liability of the Charterer to ensure that all passenger abide by the terms of this Agreement.
- 2.4 The Charterer shall provide, and shall ensure that all passengers provide, all information and assistance to FlyEliteJets and the Carrier (as applicable) promptly within a reasonable time prior to the Chartered Flight in order that the Carrier can complete the necessary documentation relating to the Chartered Flight and the Aircraft, including but not limited to passenger names, special information (special boarding assistance, allergy information, pregnant passengers, children), customs and clearance information, baggage and cargo information (including animals).
- 2.5 FlyEliteJets shall process the Charterer and all passenger personal data in accordance with Data Protection Legislation and FlyEliteJets privacy policy as updated from time to time.

## 3. AIRCRAFT AND CREW

- 3.1 FlyEliteJets is a broker providing aviation services including aircraft management, aircraft charters and aircraft sales. When brokering aircraft services, FlyEliteJets acts solely as a third-party aircraft broker. FlyEliteJets responsibilities under these Conditions shall be limited to sourcing Aircraft for the Charterers charter requests.
- 3.2 FlyEliteJets shall provide for the Charterer's sole use the Aircraft, manned and equipped for the performance of the Charter Flight. Any additional services shall be specified in the Charter Agreement.
- 3.3 In the event that the Aircraft is unavailable following signature of the Charter Agreement, or unable to perform any part of the Chartered Flight for any reason, FlyEliteJets 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 Flight. These Conditions shall apply mutatis mutandis to any substitute aircraft.



- 3.4 Each Chartered Flight shall be operated on a chartered basis, and is subject to timely receipt of necessary traffic and over flight permission and traffic rights being obtained.
- 3.5 The Aircraft shall only be used in compliance with the laws and regulations of the relevant authorities of any country from, to, or over which the Aircraft is flown.
- 2.6 The Charterer shall comply with and shall procure that all passengers and owners of goods or other persons having an interest in goods carried in the Aircraft, to observe and comply with all traffic regulations of the Carrier and all customs, police, public health and other laws and regulations which are applicable in countries which flights are originated, landing made, or over which flights are made.
- 3.7 The Captain shall have absolute discretion:
- 3.7.1 to refuse any passenger(s), baggage, cargo or part thereof;
- 3.7.2 to decide what load may be carried on the Aircraft and how it shall be distributed; and
- 3.7.3 to decide whether and when a flight may be safely undertaken; and
- 3.7.4 where and when the Aircraft should land.
- 3.8 Charterer shall comply, and shall ensure that all passengers comply with the Captains requests at all times.
- 3.9 The Charterer acknowledges that crew time duty is restricted by applicable crew duty time limitations regulations. In the event that circumstances necessitate a change in the Flight Schedule or Charter Routing as a result of, or due to the conduct of, the Charterer and / or any passenger, which results in the performance of the Chartered Flights exceeding the limits of crew duty time, the costs of additional crew shall be invoiced to the Charterer in accordance with clause 6.6 in addition to the Charter Price. FlyEliteJets or the Carriers ability to satisfy any variation to the Chartered Flight shall always be subject to the availability of additional crew and where such a requirement arises, the Charterer acknowledges and agrees that if the Carrier has to use an enlarged or second flight crew, this may necessitate the crew being in the cabin during the Chartered Flight.
- 3.10 FlyEliteJets expressly reserves the right to utilise the Aircraft on its own account, or to provide a manager to oversee the Chartered Flight, during any layover period including empty legs relates to the Chartered flights, before during or after the period in which the Aircraft is available to the Charterer.

#### **4. PASSENGERS AND CARRIAGE OF BAGGAGE**

- 4.1 Aircraft passengers are entitled to a baggage allowance of 30kg per passenger in one soft sided bag, unless otherwise stated in the Charter Agreement.
- 4.2 Baggage weight is limited for flight safety and can vary according to Aircraft type. If baggage is determined by the crew to be excessive weight or size, it will not be permitted on the Aircraft. FlyEliteJets and/or Carrier reserve the right to refuse additional passenger baggage deemed to affect the Aircraft's performance.
- 4.3 At its sole discretion, FlyEliteJets and/or Carrier may accept passenger's additional baggage over the 30kg allowance. The Charterer and/or any passengers shall be required to bring to FlyEliteJets or the Carrier attention prior to the flight their intention to carry a larger amount than the allowance stated in the Charter Agreement or these conditions.
- 4.4 Dangerous goods must not be carried in or on as passengers or crew, checked or carry-on baggage, except as otherwise provided for in table 2.3A of the IATA Dangerous Goods Regulations. Dangerous goods must be declared and comply with IATA Dangerous Goods Regulations. Goods must be packaged and marked correctly according to the appropriate authorities. Notwithstanding this clause 4.4, the following must be declared prior to departure: (i) drugs; (ii) Weapons; (ii) hazardous cargo; (iv) unusually heavy or large items.
- 4.5 Charges for ground transportation and customs clearance shall be at the expense of the Charterer.
- 4.6 The Charterer and all passengers shall comply with any requirements (including but not limited to immigration, customs, agriculture) at each destination. The Charterer represents and warrants that all passengers will be possession of a valid passport and (where applicable) a visa, health and all other necessary certificates to secure transit through any intermediate points and entry into the country of destination of the Chartered Flight. FlyEliteJets shall have no liability whatsoever in case of non-compliance with any customs or visa requirements by the Charterer or any passenger.



- 4.7 In the event that there are surcharges, fees, fine or similar costs due to non-compliance with this clause 4, the Charterer shall be invoiced for such Additional Charges in addition to the Charter Price.

## 5. INFLIGHT SERVICES

- 5.1 VIP Catering: FlyEliteJets offer complimentary catering comprising of hot and soft drinks, bar snacks and biscuits. It is the responsibility of the passengers to inform FlyEliteJets of any special dietary requirements or food allergies. Special requests will be accommodated wherever possible for which there shall be an Additional Charge to the Charterer.
- 5.2 Satcom Telephone: Aircraft satellite telephone system use will be charged as an Additional Charge to the Charterer at the rate of US\$25 per minute. A separate invoice will be issued after completion of the Charter in accordance with clause 6.6.
- 5.3 WiFi: FlyEliteJets will charge £10 per MB of data per passenger used on the Aircraft. A separate invoice will be issued after completion of the Chartered Flight in accordance with clause 6.6.

## 6. CHARTER PRICE

- 6.1 The Charterer shall pay promptly to FlyEliteJets the Charter Price plus any Additional Charges no later than 24 hours after FlyEliteJets agreement to the Charter Agreement.
- 6.2 The Charter Price and any Additional Charges shall be payable in the currency as stated in the Charter Agreement without deduction, set-off counterclaim or withholding whatsoever. Time for payment shall be of the essence.
- 6.3 Non-payment of the Charter Price when due shall entitle FlyEliteJets to cancel or suspend the Charter Flight (or any part thereof) without warning or liability and without prejudice to FlyEliteJets right to claim from the Charterer the fee due in accordance with clause 6.4, plus all monies due to FlyEliteJets and/or the Carrier as a consequence of such suspension or cancellation.
- 6.4 In the event of Cancellation of the Charter Agreement or any part of it for any reason, FlyEliteJets shall charge the Charterer, and the Charterer shall pay 100% of the Charter Price which shall be due immediately, unless otherwise agreed by FlyEliteJets to partially refund in its sole discretion.
- 6.5 If the Charterer fails to make a payment due to FlyEliteJets under this Agreement by the due date, then, without limiting FlyEliteJets remedies under this Agreement, FlyEliteJets shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 8% a year above the Bank of England's base rate from time to time, but at 8% a year for any period when that base rate is below 0%.
- 6.6 If there is any increase after the Commencement 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 Flight, FlyEliteJets shall be entitled to increase the Charter Price accordingly, and full payment of the increased Charter Price and any Additional Charges will be due within 24 hours of issue of an invoice from FlyEliteJets, and payment can be taken upon demand from the Charters credit card.
- 6.7 The Charter Price does not include any Additional Charges, such as provision for fuel price surcharge, insurance, additional catering, ground transportation, itinerary changes, airport extension charges (unless otherwise agreed), necessary overnight hangarage expenses de-icing or weather related hangarage costs, inflight services set out in clause 5, or VIP terminal or concierge services unless specifically stated in the Charter Agreement: such Additional Charges shall be charged onto the Charterer in accordance with clause 6.6, and the Charter shall fully indemnify FlyEliteJets against such costs.
- 6.8 Unless expressly included, the Charter Price or any Additional Charges, 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 this 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 in accordance with clause 6.6.



## **7. FLIGHT SCHEDULE**

- 7.1 FlyEliteJets shall use all reasonable endeavours to complete and adhere to the Flight Schedule as set out in the Charter Agreement, however FlyEliteJets shall have the right to depart from the Flight Schedule for any cause beyond its reasonable control, including by reason of any of the passengers arriving late, and the Charterer shall reimburse FlyEliteJets on demand for any additional expenses incurred as a result, in accordance with clause 6.6.
- 7.2 If for any reason beyond FlyEliteJets' 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.
- 7.3 In the event that the Charterer and/or the passengers do not arrive for the Chartered Flight, or arrive over 60 minutes late such other time as advised by the Carrier, or refuse to comply with FlyEliteJets or the Carriers instructions this Agreement shall be deemed terminated and the full Charter price and any additional costs shall be charged in accordance with clause 6.3.

## **8. LIABILITY**

- 8.1 FlyEliteJets does not act as a common carrier or any other type of carrier in respect of its obligations under this Agreement.
- 8.2 Nothing in this Agreement shall operate to limit any liability which cannot legally be limited by virtue of law, including (i) death or personal injury caused by negligence; (ii) fraud or misrepresentation; (iii) any other liability which cannot legally be limited.
- 8.3 Subject to clause 8.2, FlyEliteJets shall not be liable to the Charterer for any liability (which shall be defined as every kind of liability arising under or in connection with this Agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise) costs, loss or damage or in any manner whatsoever (whether arising from the negligence of FlyEliteJets, the Carrier its employees or agents or otherwise) incurred directly or indirectly (including loss of profits, loss of business or sales; loss of contracts, anticipated savings; damage or goodwill, or any indirect or consequential loss) for:
- 8.3.1 death, personal injury, loss of passengers, baggage or cargo;
- 8.3.2 operation of the Aircraft, obtaining take-off, overflight or landing permits, passenger safety, Charter Flight cancellations, delays, diversions, or alterations to the Chartered Flight schedule or Aircraft;
- 8.3.3 any act, omission or error of the Carrier, or the Carrier's failure to adhere to the terms of this Agreement; or
- 8.3.4 loss, damage, theft or misrouting of passengers and their luggage.
- 8.4 Subject to clause 8.2 and 8.3, FlyEliteJets total liability to the Charterer shall not exceed the Charter Price.

## **9. INDEMNITY**

- 9.1 The Charterer shall fully indemnify and hold harmless FlyEliteJets against all liability, claims and expenses or damage (including legal fees and costs) in respect of any liability of FlyEliteJets or the Carrier as a result of the Chartered Flight or 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.
- 9.2 The Charterer shall fully indemnify and hold harmless, FlyEliteJets against all liability, claims and expenses or damage (including legal fees and costs) which are incurred or result from the Charterer's or any passengers non-compliance with the regulations of the Visa Waiver Program when flying into the USA, or any other similar customs requirements in any other country in relation to the Chartered Flight.



## **10. LAWS AND TRAFFIC REGULATIONS**

- 10.1 The Charterer shall comply with and ensure that each passenger and/or owner of baggage, freight or cargo 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.
- 10.2 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, FlyEliteJets shall not be held liable.

## **11 TERMINATION**

- 11.1 Without affecting any other right or remedy available to it under this Agreement, FlyEliteJets may terminate this Agreement with immediate effect by giving notice to the Charterer if:
- 11.1.1 the Charterer fails to pay any amount due under this Agreement on the due date for payment and payment remains unpaid for a period of 3 days or the date of the Chartered Flight (whichever is the earlier);
- 11.1.2 the Charterer commits a material breach of any term of this Agreement and (if such breach is remediable) fails to remedy that breach within a period of 3 days after being notified to do so;
- 11.1.3 the Charterer suffers and insolvency event of any kind.

## **12. GENERAL**

- 12.1 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 FlyEliteJets.
- 12.2 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.
- 12.3 Force Majeure: FlyEliteJets shall not be in breach this Agreement nor liable for delay in performing, or failure to perform, any of its obligations under this Agreement, including performance of the Chartered Flight, if such delay or failure result from events, circumstances or causes beyond its reasonable control, including but not limited to, Force Majeure Events, the actions of passengers, or technical breakdown, accident of the Aircraft or any part thereof, or if the safety of the passengers or crew is reasonably in danger. In such circumstances FlyEliteJets reserves the right at any time to suspend or cancel the Chartered Flight, redirect the Chartered Flight or provide the Charterer with another similar Aircraft (as applicable) or terminate this Agreement without liability to the Charterer in the event that the Chartered flight cannot be completed. If this clause 12.3 is invoked but the Chartered Flight has commenced, the Charter Price and all Additional Charges shall remain payable in full. If this Agreement is terminated in accordance with this clause prior to the Chartered Flight commencing, FlyEliteJets may credit the Charterer for the Charter Price, minus any costs and expenses incurred to FlyEliteJets. FlyEliteJets shall not be liable for any loss or damage arising as a result or in connection with termination or delay in accordance with this clause.
- 12.4 Waiver: The rights of neither party shall be prejudiced or restricted by any indulgence or forbearance granted by it and no waiver if any breach shall operate as a waiver of any other or further breach.
- 12.5 Severance: If any part of the Agreement (including these 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 affect the remainder of the terms.
- 12.6 Survival: Any provision of this Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this Agreement shall remain in full force and effect.



- 12.7 Entire Agreement: This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.
- 12.8 Variation: No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 12.9 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.
- 12.10 Governing Law: This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.
- 12.11 Jurisdiction: Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or its subject matter or formation.