



THE GENERAL TERMS of Air Partner PLC

INTRODUCTION: Who is who and who does what

Air Partner

We are an aircraft charter broker and, as such, we do not operate aircraft. We contract with you, the *Charterer*, to source and procure an aircraft that meets your needs, and to manage the preparatory logistics, so that the aircraft and the crew are in place to perform the itinerary you have specified. We use our best endeavours as professionals in all these roles to prepare for successful utilisation by you of the aircraft. The actual flight is undertaken by the *Air Carrier*, a licensed air carrier operating aircraft owned and/or operated by them.

However our relationship with you is more than that of a facilitator. We treat you principally as our customer and take specific responsibility to you for the provision of our service. We are your commercial principal, such that you are provided with **a seamless air service from inception to completion**. Our clear contractual aim and intent is to ensure that your requirements are met in a satisfactory manner.

Some things in aviation are outside our control and there can be failures in the service provided to you by the air carrier, however suitable they were at the time of booking. To offer you additional contractual protection, our CharterPLUS² product service when purchased by you provides two key elements: first, we provide a series of warranties, described in General Terms 2.2, 2.3 and 12.4 and in the Air Partner Welfare Policy that offer you protection against non-performance by the air carrier, by committing our corporate, financial and human resources to resolving matters of delay, unserviceability and financial failure of the air carrier. Secondly, we work closely and pro-actively with the air carrier to facilitate the provision of their flight services to you. The company has a 45-year history of successful aircraft charter broking. It has traded over \$1Billion of flight charter contracts, and we are committed to working to ensure that the service provided to you meets and matches our corporate reputation.

The Charterer

That is you or, if you are an agent, your principal, after you contract with Air Partner. 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 services 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. 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. This is a quite separate contract (with different parties) to the contract between you and Air Partner. 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.

The Air Carrier

This will be a licensed operator of the aircraft that, as part of our contracted service to you, is sourced by Air Partner to meet your specified requirements for aircraft. The operator 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:

this Agreement	the Charter Contract and these General Terms;
Aircraft	the aircraft described in the Charter Contract or any alternative aircraft substituted under General Term 2.2;
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 schedule of terms signed by both parties;
Charter Price	the charter price set out in the Charter Contract;
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 Air Partner;
Flight	the flight or, as the case may be, each of the flights set out in the Charter Contract under the heading 'Route/Schedule';
General Term	a General Term below
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 to the Nominated Carrier) arising out of or in connection with the services provided by Air Partner or with this Agreement;
Nominated Carrier	any commercial air carrier or aircraft operator selected to provide the Aircraft for the period of the charter and with whom the Charterer enters into a contract of carriage;
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;
Montreal Convention	the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Montreal on 28 May 1999.
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. What Air Partner agrees to do

2.1 Air Partner shall arrange that the Nominated Carrier enters into a contract to provide the Aircraft manned, maintained, equipped, and fuelled for the period of the charter. 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.

2.2 If at any time prior to the STD the Aircraft becomes unavailable or unserviceable, Air Partner undertakes to use reasonable endeavours to find a substitute aircraft matching the Aircraft as closely as is practicable in all the circumstances. Any additional costs (that is those in addition to the Charter Price) incurred by Air Partner in obtaining such substitute aircraft will be borne by Air Partner up to a limit of 200% of that portion of the original Charter Price that relates to the affected flight sector. If Air Partner is unable to find a substitute aircraft within a reasonable time after the STD, Air Partner shall, except where such inability is for reasons outside Air Partner's control, have the obligations to the Charterer expressly set out in General Term 12.4.

2.3 If at any time prior to the STD the Nominated Carrier ceases trading, Air Partner undertakes to use reasonable endeavours to find within a reasonable time after STD a substitute aircraft matching the Aircraft as closely as is practicable in all the circumstances. Any additional costs (that is those in addition to the Charter Price) incurred by Air Partner in obtaining such substitute aircraft will be borne by Air Partner up to a limit of 150% of that portion of the original Charter Price that relates to the affected flight sector. If Air Partner is unable to find a substitute aircraft within a reasonable time after the STD, Air Partner shall, except where such inability is for reasons outside Air Partner's control, have the obligations to the Charterer expressly set out in General Term 12.4.

2.4 The maximum limit of the financial obligation of Air Partner to the Charterer under or pursuant to this General Term 2 is USD 250,000 (two hundred and fifty thousand US Dollars) on any one event.

2.5 General terms 2.2, 2.3 and 2.4 do not apply where the Charterer has not purchased Air Partner's CharterPLUS² product .

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

3.2 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.

3.3 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 may, in its sole discretion endeavour to make arrangements with the Nominated Carrier to re-schedule the affected Flight provided always that the Charterer shall indemnify Air Partner in full against any Loss incurred by Air Partner as a result of such delay. However, Air Partner reserves the right in such circumstances to cancel this Agreement or the affected Flight, and to charge the Charterer cancellation charges in accordance with General Term 10.3. This General Term 4.2 shall only apply where the Charterer has purchased Air Partner's CharterPlus2 product.

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 Nominated Carrier is responsible for and the Charter Price therefore includes the cost during the period of the charter of fuel, oil, maintenance, landing, hangarage, parking, ground handling and the remuneration and expenses of air crew.

5.2 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.

5.3 The Charter Price is subject to surcharge for any fuel, insurance or currency variations imposed by the Nominated Carrier

5.4 The Charter Price and all other charges provided for in this Agreement are exclusive of value added or sales taxes which shall be paid in addition by the Charterer at the rate ruling at the tax point.

6. Payment

6.1 The Charterer shall pay Air Partner the Charter Price in London in the currency stated and at the time 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 shall be made within two (2) weeks of the date of invoice or at least two working days prior to departure of the first Flight if sooner, unless agreed otherwise in writing signed by the authorised signatory of Air Partner.

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, cancel this Agreement with no further liability to the Charterer and Air Partner will be entitled to cancellation charges in accordance with General Term 10.3.

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 Charterer.

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 Organiser's 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.

8. Delays, alterations and diversions

8.1 Subject to Air Partner's obligations under and pursuant to General term 2.2 above, Air Partner shall have no responsibility for delays in departures or arrivals due to factors outside Air Partner's control such as but not limited to air traffic control problems, 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.

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 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.

9. Sub-contracts and assignments

9.1 In performing its obligations under General term 2.1 Air Partner shall be entitled to select as the Nominated Carrier any licensed commercial air transport operator to provide the Aircraft and crew and to operate the Flight and to provide any other ancillary services. Air Partner shall also be entitled at any time to change the Nominated Carrier identified in the Charter Contract to any other licensed commercial air transport operator of equivalent standard. Save where the Charter Contract identifies the charter type as "sole use" the Charterer may sub-charter the Aircraft but Charterer shall nonetheless remain responsible for the performance of its obligations under this Agreement and for the acts and omissions of any such sub-charterer as if they were the Charterer's own acts and omissions

9.2 Air Partner may assign this Agreement to any company within the Air Partner Group. 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 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. Charterer agrees that Air Partner shall have no greater liability to such persons than it has to the Charterer under General Term 12.

9.4 The Charterer shall also 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. Upon such cancellation Charterer shall be obliged to make payment in full of the cancellation charges set out in the Charter Contract. Air Partner has the right to apply any monies paid to it by the Charterer against such cancellation charges.

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 if, in the opinion of Air Partner, the Charterer 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 a petition is presented or a resolution is passed to wind up the Charterer or an administration order is made in relation to the Charterer or a receiver, manager, administrative receiver or like person is appointed over the whole or any material part of the property, undertaking or assets of the Charterer; or the Charterer (or any partner in it) makes a voluntary arrangement within the meaning of Section 253 Insolvency Act 1986 or a bankruptcy order is made against the Charterer (or any partner in it) or the Charterer (or any partner in it) becomes insolvent or otherwise unable to pay his or its debts; or an analogous event to any of those in this General Term 10.2.2 occurs in respect of the Charterer in any territory whose jurisdiction the Charterer (or any partner in it) is subject.

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, 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

11.1 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, fire, lightning, flooding, embargoes, quarantine, requisition of an aircraft or cargo, acts or omissions of third parties, 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.

11.2 Where there is any heightened threat of war, acts of terrorism, hijacking, or civil commotion, any benefits provided by Air Partner which are based on insurance coverage shall be subject at any time to any restrictions or change imposed by insurers at the time of Flight

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 of this Agreement. Air Partner shall not be deemed to be acting as a common carrier in respect of any of the carriage provided to

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 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 If the Aircraft is unavailable or unserviceable at STD and passengers are delayed, then Air Partner agrees that in addition to its express obligations under General Term 2.2 it shall, except where such unavailability or unserviceability has been caused by reasons outside Air Partner's control or except where the Charterer has not purchased Air Partner's CharterPLUS² product, bear those reasonable costs of the care of Charterer's passengers, which are directly attributable to such delay and which are set out in (and subject always to the limits laid down in) Air Partner's Welfare Manual in force from time to time, a copy of which is available on request.

If the Aircraft is unavailable or unserviceable at STD and Air Partner shall have failed to meet its obligation set out in General Term 2.2 to find a substitute aircraft within a reasonable time after the STD, then, except where such failure is for reasons outside Air Partner's control or (in the case of remedy (ii) below) except where the Charterer has not purchased Air Partner's CharterPLUS² product, the Charterer shall be entitled to cancel the affected Flight and Air Partner shall as its sole liability in such circumstances have the following obligations to the Charterer :

- (i) to refund the Charter Price paid by the Charterer or where only one or more out of a number of Flights are cancelled, to refund such proportion of the Charter Price as Air Partner shall reasonably determine; and
- (ii) to pay a maximum of £100 per Charterer's passenger for direct losses incurred by such passenger.

12.5 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. To the extent excluded by law, the provisions of this General Term 12.5 shall not apply to death or personal injury of the Charterer and its employees caused by Air Partner's own negligence.

12.6 Except in the case of fraud or except where such statement or representation appears in the Charter Contract 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

14.1 This Agreement 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 these General Terms 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.

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)

Air Partner's CharterPLUS² Welfare Policy

Added value benefits provided offered by Air Partner under the CharterPLUS² product.

For delays caused by unavailability or unserviceability of the Aircraft and/or technical failure attributable to the Nominated Carrier, the following policy applies:

A. For passengers travelling on business aircraft, contracted via our Executive Aircraft Division

Where the carrier does not provide welfare facilities directly, the following benefits will be procured by Air Partner at no charge:

Delays of up to 2 hours	Use of private lounge with complimentary refreshments (subject to availability at the time)
Delays of between 2 and 6 hours	plus restaurant meal up to £25 per passenger
Overnight delays	On-airport hotel room and meals as applicable up to a maximum cost of £150 total per passenger, provided that the hotel booking is procured by Air Partner.

B. For passengers travelling on airliners, contracted via our Commercial Aircraft Division

Where the carrier does not provide welfare facilities directly, the following benefits will be procured by Air Partner at no extra charge:

Delays of between 2 and 4 hours	Light refreshment vouchers up to £3 per passenger
Delays of between 4 and 6 hours	Main meal vouchers up to £6 per passenger
Overnight delays	On-airport hotel room and meals as applicable up to a maximum cost of £75 total per passenger, provided that the hotel booking is procured by Air Partner.

Charterer agrees that for delays caused by ATC, missed take-off slots, reactionary effects, weather, and passenger-caused incidents, Air Partner will procure the provision of such benefits on the basis that the Charterer will promptly reimburse Air Partner in full for all costs incurred in such provision.

This Policy forms an integral and binding part of the agreement between the Charterer and Air Partner.