

# At Pretium Jet Charter Ltd: Standard Terms & Conditions for the Charter of Aircraft

## 1. INTRODUCTORY

### 1.1 In these Conditions:

“the Aircraft” means the aircraft identified in the Confirmation (or such substitute aircraft as may be

assigned to the Programme in accordance with these Conditions) which is the subject of this

Agreement for charter by the Company to the Charterer.

“the Charterer” means the person, company, firm or body named in the Confirmation chartering or

offering to charter any aircraft from the Company.

“the Charter Price” means the charter price specified in the Confirmation.

“the Commander of the Aircraft” means the pilot, co-pilot or such other appropriate crew member or

representative of the Company as may be designated as being in charge of the Aircraft and its

operation at any time (whether before, or after the

commencement of the Programme).

“the Company” means At Pretium Jet Charter Limited, 33 Leslie Street, Blairgowrie. Company Registration number SC411853.

“the Confirmation” means the Company’s standard Private Air Charter Contract Confirmation, which

sets out the details of the proposed Programme, and which encloses a copy of these Conditions.

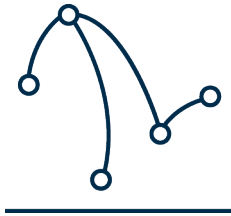
“Empty Leg” means the flight or any series of flights as set out in the confirmation which has arisen

from a full charter flight creating such empty positioning flights.

“Notable Special Event” means any event to which the Programme is connected that is likely (in the

sole opinion of the Company) to give rise to an increase in demand for the provision of private charter

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flights, for example (but without limitation) the Monaco Grand Prix, or any Programme that lasts more

than 48 hours.

“the Programme” means the flight or any series of flights as set out in the Confirmation including

places of departure, places of destination, any stopping points, any departure and arrival times and any

particular agreed functions.

“the States” means any countries, states, principalities or other territory over which the Aircraft flies

during the course of the Programme.

1.2 The terms upon which the Company is willing to charter aircraft to the Charterer with crew are

contained in these Conditions and the Confirmation to the exclusion of all other terms, conditions,

warranties and representations including in particular any such terms, conditions, warranties and

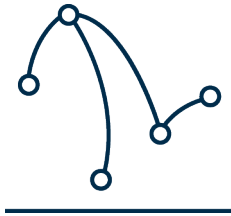
representations specified by the Charterer in any way. The Charterer acknowledges that it has not

relied on any statement, promise or representation made or given by or on behalf of the Company

which is not set out in these Conditions or the Confirmation. No addition to or variation of these

Conditions shall bind the Company unless accepted in writing by a director of the Company. In the case

of any conflict between any terms specifically agreed by



the Company and any of these Conditions the

former will prevail.

1.3 The Charterer's attention is drawn particularly to Conditions 7 and 8 which exclude or limit the

Company's liability.

## 2. CONFIRMATION OF PROGRAMME

2.1 Following initial enquiries and discussions between the Charterer and the Company in respect of a

given Programme, the Company will issue a Confirmation to the Charterer for signature.

2.2 An Empty Leg based Confirmation shall be annotated and sold as such and the Charterer's attention is

drawn specifically to clause 5.8.

2.3 The return of the Confirmation duly signed by the Charterer (or its authorised representative) to the

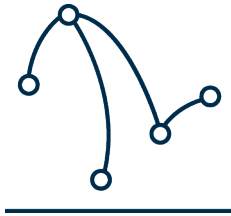
Company shall constitute the Charterer's acceptance of these Conditions and those contained in the

Confirmation. For the avoidance of doubt, any amendments to the Confirmation or to these Conditions

made by the Charterer shall not be accepted by the Company unless expressly accepted in writing.

## 3. PRICE AND PAYMENT

3.1 The Charter Price does not include any taxes, levies or charges (including without limitation VAT and customs duties) assessed or imposed by any airport or air navigation authority or taxing authority on or in connection with the performance of the Programme



all of which shall be paid by the Charterer to the Company on demand (whether such demand is made before or after commencement of the Programme).

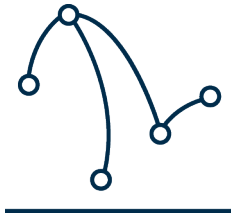
3.2 Unless otherwise agreed, the Charter Price does not include car or other transport to or from airports or landing grounds for cargo and/or passengers and their baggage, nor does it include the cost of applicable airport taxes for passengers and/or cargo. However, all expenses of crew, running costs, maintenance, repairs, and hangarage are, save as provided in Conditions 3.1, 3.3, 3.4, 4.1.3, 6.2, 6.3, 6.4 and 7.4 and all included in the Charter Price, save where such costs are increased due to any act or omission of the Charterer.

3.3 The Charter Price does not include any aircraft de-icing costs, which if, in the opinion of

the Commander of the Aircraft are required, shall be borne by the Charterer at cost, the price of which shall be due and payable upon demand by the Company.

3.4 The Charter Price does not include any WIFI or Satcom phone costs. The costs in the use of such devices or services made during the flight or series of flights shall be borne by the Charterer at the published rates, the price of which shall be immediately due and payable upon demand by the Company.

3.5 The Charter Price shall be payable by the Charterer to the Company within the payment terms specified and the Charterer is to return the Confirmation in accordance with Condition 2.2 and always prior to the commencement of the Programme. The Company shall not be liable for any losses, costs or expenses arising out of its failure to



undertake preparatory work for the Programme, prior to receipt of payment of the Charter Price in full.

3.6 All payments under the Conditions shall be made in pounds sterling (GBP) without any deduction or set off whatsoever unless specifically stated within the Confirmation.

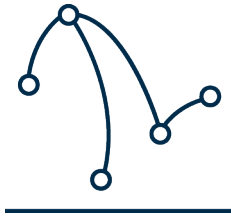
3.7 Time for payment is of the essence.

3.8 Without prejudice to any other remedy available to the Company, the Company may charge interest on a daily basis in respect of any amounts outstanding from the Charterer after the due date for payment, before as well as after any judgment and until receipt by the Company in full, at 2% above the then current base rate of Lloyds TSB Bank plc (or, in its absence, a reasonable equivalent), compounded monthly, which the Charterer shall pay on satisfaction of the overdue payment in question.

#### 4. CANCELLATION CHARGES

4.1 The Charterer may cancel this Agreement by notice in writing to the Company, subject to the following Cancellation charges:

4.1.1 the Company reserves the right to charge and/or retain 100% of the Charter Price if the Programme is or



relates to a Notable Special Event;

4.1.2 on other occasions the following charges shall be payable by the Charterer:

Amount of Notice of Cancellation Prior to commencement of the Programme

Cancellation Charge - as a Percentage of the Charter Price

Over 7 days 25%

7 days to 72 hours 50%

Less than 72 hours 75%

Less than 48 hours 100%

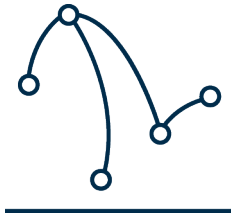
Less than 12 hours, or Cancellation after the Programme

has commenced. 100%

4.1.3 in addition to the charges referred to in Conditions 4.1.1 and 4.1.2, the Company may also charge the Charterer any expenses incurred by the

Company in relation to the Programme up to the time of cancellation including, but not limited to, landing and/or parking charges, take-off and landing slots expenses, and any crew and pilot expenses (such as accommodation and/or sustenance). Any such additional charges shall be invoiced to the Charterer by the Company following cancellation.

4.2 Any payments due to the Company pursuant to Condition 4.1 shall be payable by the Charterer within 3 days of the relevant cancellation or (if applicable) of receipt by the Charterer of the invoice referred to at Condition 4.1.3. In the event that the Charterer has paid an amount in respect of the Programme in advance and that sum is greater than the sum due following a cancellation pursuant to Condition 4.1, any excess shall be returned to the Charterer by



the Company within 3 days of the relevant cancellation.

#### 5. COMPANY'S OBLIGATIONS AND DISCRETION

5.1 The Company shall provide the Aircraft manned, maintained and equipped for the performance of the Programme, but shall provide no other services, either in flight or on the ground, unless specifically set out in the Confirmation.

5.2 The Company shall not be obliged to provide crew members that speak any language other than English.

5.3 The Commander of the Aircraft shall have absolute discretion (and without liability of the Company to the Charterer) to refuse to carry any passenger, baggage or cargo, to decide whether, when and how a flight may safely and legally be undertaken, where and when the Aircraft should be landed, and

generally as to all matters relating to the safety and/or operation of the Aircraft.

5.4 The maximum number of passengers shall be specified in the Confirmation.

5.5 Unless otherwise specifically agreed, the Company may at its discretion and without compensation to the

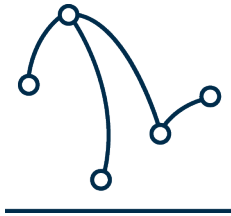
Charterer use any part of the carrying capacity of the Aircraft unused by the Charterer for the programme

and any part of the Programme unused by the Charterer, provided it does not interfere with the

Programme.

5.6 The Company shall, in its absolute discretion, be entitled to substitute the Aircraft, the Commander of the

Aircraft, any crew member or any other specific aspect of the



Programme detailed in the Confirmation for

another reasonably suitable alternative, whether or not operated by or under the control of the Company.

5.7 The Company is not a common carrier and does not accept the obligations of a common carrier and, to

the fullest extent permitted by law, any such obligation that may be implied into these Conditions is

hereby expressly excluded.

5.8 The obligation of the Company to perform an Empty Leg is conditional upon the aircraft performing

another charter Programme creating the positioning flight or series of positioning flights that have been

promoted as an Empty Leg. In the event that the positioning

flight or series of flights are no longer

available and timings change for whatever reason and the Empty Leg cannot be performed in whole or at

the schedule agreed in the Confirmation; the Company shall have no Obligation to the Charterer to

perform the Empty Leg and in doing so the Charter Price if paid shall be returned to the Charterer by the

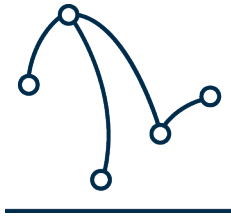
Company within 3 days.

## 6. THE CHARTERER'S OBLIGATIONS

6.1 The Charterer agrees to present all relevant passengers, baggage and cargo at the times and in the

places stated in the Confirmation in all respects ready to commence embarkation or loading.





6.2 Notwithstanding the provisions of condition 7.1 the Charterer shall be liable to the Company for all waiting

time and any time spent loading or unloading the Aircraft in excess of the appropriate lay time (if any)

specified in the Confirmation or of what is otherwise reasonable in the sole opinion of the Company,

where any such excess is due to any act or omission of the Charterer, its representatives or any of its

passengers.

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6.3 The Charterer shall be responsible for any applicable

immigration and customs charges.

6.4 The Charterer will ensure that all passengers hold all necessary passports, visas, immigration

documentation, health certificates and other similar documents and will be responsible for any costs of

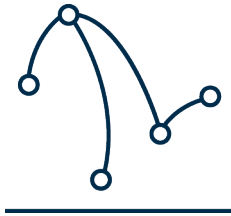
repatriation or destination which may be incurred including in particular (without limitation) any

payments required under the Immigration Act 1971 or the Immigration and Asylum Act 1999 or any

similar legislation in the United Kingdom or any other country.

6.5 The Charterer shall, and shall procure that all passengers shall, comply with instructions given by the

Commander of the Aircraft whilst on board the Aircraft and



whilst at any boarding or disembarkation area at an airport. The Charterer shall, and shall procure that all passengers shall, comply with all instructions issued by the Company in relation to health and safety, and the carriage of baggage or cargo on the Aircraft.

6.6 The Charterer shall inform the Company of any medical illnesses or conditions, medications, equipment or special requirements that may affect travel of any passengers at least 48 hours in advance of the Programme commencement. The Company or the Commander of the Aircraft shall have the right to refuse travel to any passengers on medical grounds in the

interests of safety, legality and the protection

of the Aircraft.

## 7. NON-PERFORMANCE, DELAY, VARIATIONS AND DIVERSIONS

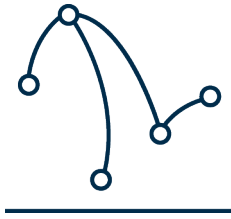
7.1 Without prejudice to the Company's rights under Condition 6.2, if the performance of the Programme is

prevented or delayed by any act or omission of the Charterer or anyone under its control or acting on its

behalf (including, without limitation, by any passenger, baggage or cargo arriving later than 20 minutes

before the agreed scheduled departure time) the Company may at its discretion and without liability:

7.1.1 depart as scheduled; and/or



7.1.2 delay departure for up to 2 hours during which time the Charter Price will be payable as if the

Aircraft were airborne; and/or

7.1.3 reduce the duration of the Programme if necessary to prevent the pilot of the Aircraft and or

the Aircraft crew exceeding the number of hours for which they are legally entitled to work; and/or

7.1.4 cancel the Programme, following which cancellation the Charterer shall pay all cancellation

costs as set out in Condition 4 as if the Charterer had cancelled the Programme after the

commencement of the Programme;

and the Charterer shall indemnify the Company and

hold the Company harmless against, any

loss, damage, costs and expenses of any kind incurred by the Company and arising wholly or partly out

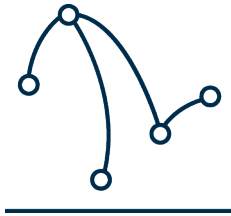
of the relevant act or omission of the Charterer or those under its control or acting on its behalf.

7.2 In the event of non-performance, partial performance or delay of the Programme (or any part of it)

resulting wholly or partly from technical breakdown of or accidental damage to the Aircraft or any part of

it or any event of force majeure or occurrence or the acts or omissions of third parties, industrial

action, weather, atmospheric or environmental conditions, natural disaster, act of terrorism, war or



the act of any authority, the Company shall have no liability to the Charterer. In the event of a partial

performance of the Programme pursuant to this Condition 7.2, the Charterer shall be liable to pay such

proportion of the Charter Price as is referable to that part of the Programme which has been performed,

and all expenses attributable thereto, and anything in excess of such sums that has already paid by the

Charterer shall be refunded by the Company. The Company's determination of the referable part of the

Charter Price and the connected expenses shall be conclusive.

7.3 Neither the Company or the Commander of the Aircraft shall be required to agree to any variation to the

Programme, or any matter referred to in the Confirmation. In the event of any variation from or addition

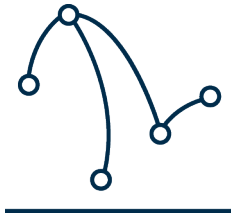
to the Programme at the request of the Charterer and agreed to by the Company of the Commander of

the Aircraft, the Charterer shall pay, on demand, for additional flying hours where appropriate at the

hourly rate applicable to the Programme or such rate stated by the Company which is reasonable

having regard to the Charter Price and any expenses or losses arising from or connected with the

variation from or addition to the Programme, together with



all expenses of any kind connected

therewith (including, without limitation, any transport, accommodation and subsistence expenses

incurred by the crew (if relevant) and any engineering staff).

7.4 The Company shall use reasonable endeavours to perform and complete the Programme but may, in

its absolute discretion, vary the Programme if the Company or the Commander of the Aircraft considers

it necessary or advisable in the interests of safety, legality, the protection of the Aircraft, or for any other

reason. In such circumstances, any resultant additional flying hours, expenses and any other losses of

any kind incurred by the Company, shall be payable on demand by the Charterer.

7.5 The Company shall use reasonable endeavours to perform the Programme in accordance with any

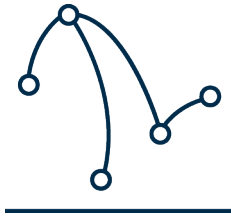
times indicated but such times are not guaranteed and (without prejudice to the generality of Condition

7.2 of these Conditions) the Company shall have no liability for reasonable delay, and time of

performance shall not be of the essence.

7.6 If, for any reason whatsoever, the Aircraft is unable to reach the scheduled destination or

stopover or if, in the opinion of the Commander of the Aircraft or the Company, it is undesirable for any



reason (including without limitation in the interests of the safety of the Aircraft or the passengers or the

cargo, or if, in the opinion of the Company or the Commander of the Aircraft the Aircraft is likely to be

delayed in such scheduled destination or stopover) for the Aircraft to attempt to proceed to such

scheduled destination or stopover, the Commander of the Aircraft or the Company may substitute

therefor such other reasonable alternative place (including the place from which the Aircraft departed)

in discharge of the obligations of the Company under these Conditions. Such right of substitution may

be exercised before or after the Aircraft has left any place

of departure and whether or not the Aircraft is

in the air or on the ground. This right of substitution shall apply in respect of any journey to any

destination.

7.7 In the event of the Company assigning a substitute Aircraft from a third-party Carrier to the programme

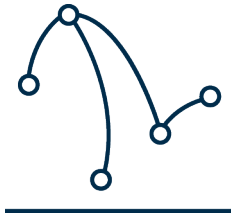
in accordance with these Conditions, then the General Terms of Air Charter Brokerage as enclosed

shall apply.

## 8. INSURANCE, LIABILITY AND INDEMNITY

8.1 The Company shall maintain in full force and effect during the term of the Programme such policy or

policies of insurance as it considers reasonably



appropriate to cover the risks associated with

performance of the Programme, but which does not limit the amount that can be claimed in respect of a

single claim for bodily injury and/or property damage to third parties including passengers and/or baggage

and/or cargo to less than £15,000,000.

8.2 Nothing in these Conditions shall limit or exclude the Company's liability for death or personal injury

caused by its negligence, or that of its employees, agents or subcontractors, or for fraud or fraudulent

misrepresentation.

8.3 Subject to Condition 8.2, the Company's total liability to the Charterer in respect of all other losses arising

under or in connection with the Programme and the contract for charter of the Aircraft, whether in

contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances

exceed the Charter Price.

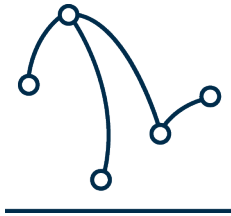
8.4 The Company shall not be liable to the Charterer, whether in contract, tort (including negligence), breach

of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss of any type

arising under or in connection with these Conditions, the Programme or the contract for the charter of the

Aircraft.

8.5 The Company will not have any liability whatever to third parties, and the Charterer shall indemnify and



hold the Company harmless against any loss, damage, costs claims and expenses of any kind in respect

of any liability whatsoever to third parties, in each case in so far as such liability arises wholly or partly

out of any of the following:

a) any breach of contract by the Charterer (including in particular, without limitation, the Charterer's

failure to provide equipment, materials, accessories, or ground services or facilities reasonably suitable

for the Programme);

b) any wrongful or negligent act or omission of the Charterer or its employees, agents or sub-contractors or

any passenger or owner of baggage or cargo carried at the Charterer's request;

c) any damage to, destruction of or loss of use of any property (other than the Aircraft itself and baggage

and cargo covered by Condition 8.1 hereof) supplied by or at the request of the Charterer and in the

care, custody or control of the Company.

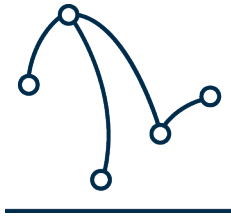
## 9. COMPLIANCE WITH REGULATIONS

The Aircraft shall be used only in accordance with the laws and regulations of the United Kingdom and

the States and in accordance with any Air Navigation Orders Regulations and Directions in force in the

country of registration of the Aircraft at the time of performance of the Programme. The Charterer shall





comply and shall procure that all passengers and owners or other persons having any interest in goods

carried in the Aircraft shall comply with all relevant customs, police, public health and other lawful

regulations in the United Kingdom and the States. The Company shall, at its own expense, apply for and

use its reasonable endeavours to procure the grant of all licences and permits required by the law of the

United Kingdom or of any State for the performance of the Programme and any such performance shall

be conditional upon the timely grant and validity of such licences and permits. The Charterer warrants

that it will comply with all conditions of such licences or

permits to be observed or performed by it and it

will procure such compliance on the part of all passengers and owners or other persons interested in

baggage or cargo to be carried on the Aircraft. The Charterer shall, as soon as possible on request by

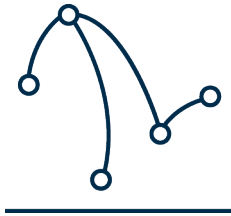
the Company, provide the Company with all and any information that the Company may require in order

to apply for any licences and to complete any travel documents which the Company may be obliged to

issue.

## 10. ASSIGNMENT

The Charterer shall not be entitled to assign the benefit of this agreement to any other person without the



consent in writing of a duly authorised director of the Company but the Company may procure the various

performances of its obligations hereunder by anyone or more other person, firm or company.

## 11. SEVERANCE

11.1 If a court or other competent body finds that any provision of these Conditions (or any part of any

provision) is invalid, illegal or unenforceable, that provision or part provision shall, to the extent required,

be deemed deleted, and the validity and enforceability of the other provisions of these Conditions shall not

be affected.

11.2 If any invalid, unenforceable or illegal provision of these Conditions

would be valid, enforceable and legal

if some part of it were deleted the provision shall apply with the minimum modification necessary to make

it legal, valid and unenforceable.

## 12. NOTICES

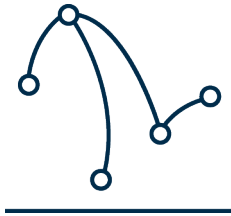
All notices and other communications in connection with this Agreement shall be in writing and either

delivered by hand or sent by email or fax in the case of the Company to such address as it may have

notified for such purposes, or in the absence of such notification, to its registered office, and in the case

of the Charterer to its address last known to the Company.

Notices shall be considered served upon



delivery in the case of delivery by hand and, in the case of transmission by email or fax, at the time of

transmission where such email or fax is correctly addressed (or sent to the correct number) and where

the sending party does not receive an error message in respect of such transmission.

### 13. GOVERNING LAW

13.1 This Agreement shall be construed in accordance with the Laws of England and Wales.

13.2 Both the Company and the Charterer hereby irrevocably agrees, for the sole benefit of the Company

that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over

any dispute or claim arising out of or in connection with these Conditions or the contract for the charter

of the Aircraft, its subject matter or formation (including non-contractual disputes or claims). Nothing in

this Condition 13.2 shall limit the right of the Company to take proceedings against the Charterer in any

other court of competent jurisdiction, nor shall the taking of proceedings in any one or more

jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not,

to the extent permitted by the law of such other jurisdiction.