



## Charter A

Hangar One, Redhill Aerodrome, Kingsmill Lane, Redhill, Surrey, RH1 5JY

Tel: +44 (0)1737 823733

E-mail: [ops@charter-a.com](mailto:ops@charter-a.com)

### TERMS AND CONDITIONS

#### 1. INTRODUCTION

The terms upon which Charter-a Ltd, whose operations office is at Hangar One, Redhill Aerodrome, Kingsmill Lane, Redhill Surrey, RH1 5JY (The 'Company') is willing to charter an aircraft are contained in these terms and conditions to the exclusion of all other terms, conditions, warranties and representations including in particular any specified by the Charterer in any way. No addition to or variation of these Conditions shall bind the Company unless accepted in writing by the Company.

#### 2. PRICE AND PAYMENT

2.1 Unless otherwise specified by the Company, all payments of the charter price (the 'Price') shall be made in sterling within 15 days of the flight, although if the booking is within 15 days of departure then full payment prior to the aircraft departing.

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

3.1 The Company shall provide an aircraft on an AOC (Air Operators Certificate). The Aircraft manned, fueled, maintained and equipped for the performance of the Programme but shall provide no other services, either in flight or on the ground, unless specifically agreed.

3.2 The crew of the Aircraft shall have absolute discretion to refuse to carry any passenger, baggage or cargo, to decide what load may be carried and its distribution, to decide whether, when and how a flight may safely and legally be undertaken and where and when the Aircraft should be landed, generally as to all matters relating to the operation of the Aircraft.

#### 4 THE CHARTERER'S OBLIGATIONS

4.1 The Charterer shall give to the Company in good time all information and assistance required by the Company to complete all passengers tickets, baggage checks, airway bills and any other document of carriage.

4.2 The Charterer shall not be entitled to pledge the Aircraft or the credit of the Company 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.

4.3 The Charterer shall draw to the attention of all passengers prior to flight the limits of the operators liability to them for personal injury or death.



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### **5 NON-PERFORMANCE, DELAY, VARIATIONS AND DIVERSIONS**

5.1 If the performance of the Programme is prevented or delayed by any act or omission of the Charterer or anyone under its control the Company may at its discretion and without liability depart as scheduled or delay departure for up to 4 hours during which time the Price will be payable as if the Aircraft were airborne and/or cancel the Programme if delay prevents its completion.

5.2 In the event of non-performance, partial performance or delay resulting wholly or partly from any circumstances whatever beyond the Company's control, including (without limitation) the acts or omissions of third parties, labour difficulties, weather conditions, technical breakdown of or accident to the Aircraft or any part of it, natural disaster or the act of any authority, the Company shall use 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 all expenses whatever connected with it, and anything in excess already paid by the Charterer shall be refunded. The Company's determination of the referable part of the Price and the connected expenses shall be conclusive, in the absence of manifest error.

5.3 In the event of any variation of the Programme at the Charterer's request, the Company may charge at a reasonable rate for additional hours flown together with any expenses or losses arising from or connected with the variation.

5.4 The Company shall use 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 paid for by the Charterer.

### **6 INSURANCE, LIABILITY**

6.1 The Company shall maintain in full force and effect during the term of the Programme insurance cover in compliance with all relevant statutory provisions and hereby limits its liability for death or personal injury of any passenger carried to the extent permitted by law.

6.2 Subject as otherwise expressly provided in these conditions, the Company shall not be liable to the Charterer in any manner whatever (whether in the law of contract, tort or otherwise) in respect of any loss, damage or injury, whether direct, indirect, economic, consequential or of any other kind whatever, however arising out of or in connection with any charter agreement.

### **7 INDEMNITY**

7.1 The Company shall have no liability whatever to third parties, and the Charterer will indemnify and keep indemnified the Company against any loss, damage, costs, claims and expenses incurred by the Company in respect of any liability whatever to third parties, in each case in so far as such liability arises wholly or partly out of any of the following any breach of contract by the Charterer or



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any wrongful or negligent act or omission of the Charterer or the Charterer's employees agents, operators or sub-contractors or any passenger or owner of goods carried at the Charterer's request.

### **8 TERMINATION**

8.1 The Charterer may cancel all or part of the Programme by giving unwritten notice to the Company in consideration of the payment to the Company of liquidated damages as follows:

- i. With immediate effect: 10% of quote
- ii. Less than 7 days notice: 25% of quote
- iii. Less than 2 days notice: 75% of quote
- iv. On the day / no show: 100% of quote

### **9 GENERAL**

9.1 The Company may sub-contract or assign to any person any of its obligations or benefits but the Charterer may not sub-contract or assign any of its obligations or benefits.

### **10 GOVERNING LAWS**

The contract between the Company and the Charterer shall be governed by and construed in accordance with English law.