



## STANDARD TERMS AND CONDITIONS

### DEFINITIONS

- Company means Fresh Air UK Limited
- Charterer means the entity or person who has booked the charter or has been invoiced for the charter
- Price means the cost of the charter including all additional costs such as landing or parking fees

### 1. INTRODUCTION

1.1 The terms upon which Fresh Air UK Ltd, whose registered office is at The Shed, Bicester Distribution Park, Charbridge Lane, Bicester, OX26 4SS (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 immediately upon receipt of invoice. If the Company requires a deposit or payment in advance on account, such payment shall be made on demand.

### 3. COMPANY'S OBLIGATIONS AND DISCRETION

3.1 The Company shall provide the Aircraft manned, fuelled, maintained and equipped for the performance of the Program but shall provide no other services, either in flight or on the ground, unless specifically agreed.

3.2 The commander 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 (insofar 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 Company's liability to them for personal injury or death.



## **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 2 hours during which time the Price will be payable as if the Aircraft were airborne and/or cancel the Program 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 Program (and may at its discretion but without obligation substitute another aircraft with prior approval from The Charterer) 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 Program which has been performed (if any), and all expenses whatever connected with it, anything in excess of what has been 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 Program 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 Program 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 expense 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 any wrongful or negligent act or omission of the Charterer or the Charterer's employees agents 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:

Notice received more than 7 days in advance before the scheduled departure time – Full refund.

Notice received less than 7 days in advance but more than 24 hours before the scheduled departure – 25% of the Price.

No Prior notice or notice received less than 24 hours before the scheduled departure time – 100% of the price.

## **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**

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

