



**VOLARE AVIATION**

TERMS & CONDITIONS OF CHARTER



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Volare Aviation Ltd must confirm final acceptance of any charter following return of the signed quotation form by the customer before a charter contract takes effect.

#### s.1. Carrier's Performance

Carrier's performance of the Flight Schedule is subject to Aircraft and crew availability, slot coordination and valid authorisation being granted in a timely manner by the appropriate public and government authorities (including, but not limited to, applicable civil aviation authorities).

Charter Price includes the costs incurred in the operation of the Aircraft, the costs of crew, fuel, oil, lubricants, maintenance, insurance, landing and navigation fees, airport charges and similar operational expenses. Charter Price does not include de-icing fees, passenger taxes, any royalties, non-objection fees, customs duties, taxes, levies or charges assessed or imposed by any applicable authority upon the execution or performance of this Agreement or the carriage, embarkation or disembarkation of passengers or ground transportation of passengers and their baggage all of which shall be paid by Customer on demand. Any additional bank processing charges incurred as a result of non-standard or short notice expedited payments will be the responsibility of the Customer.

#### s.2. Aircraft and Crew

The Carrier shall provide the Aircraft for the Customer's use, properly equipped, manned and fuelled. The crew, who shall be the Carrier's employees, servants or agents, shall, except as otherwise provided herein, fly the Aircraft on the Flight Schedule specified in the signed and returned quotation form (the "Flight Schedule"). The Carrier's employees, servants or agents shall follow the Carrier's instructions only.

#### s.3. Carrier's Discretion

Save as provided in this agreement, if the Aircraft shall for any reason whatsoever (whether before or after commencement of the Flight Schedule) become incapable of undertaking or continuing the Flight Schedule (or any portion thereof), the Carrier may, at its discretion, substitute therefore an aircraft of the same or another type and the provisions of this Agreement shall apply mutatis mutandis to the substituted aircraft. If the Carrier does not elect to substitute another aircraft, it shall notify the Customer as soon as possible and shall be relieved of its obligations to provide the Aircraft for the Flight Schedule (or any portion thereof) which can no longer be undertaken by reason of the incapacity of the Aircraft and the Carrier shall not be under any liability to the Customer other than to refund to the Customer such part of the Charter Price which relates to the cancelled Flight Schedule (or any portion thereof).

#### s.4. Captain's Discretion

The Captain of the Aircraft (the "Captain") shall have absolute discretion to decide what load, including the number of passengers, may safely be carried in the Aircraft on any particular flight and how such load shall be distributed, whether and when a flight may be safely undertaken and when and where the Aircraft shall be landed. All such decisions of the Captain shall be final and binding on the Customer and Carrier. The Carrier shall not be liable to the Customer for any loss, damage, costs or claims of whatsoever nature and howsoever arising as a result of any such decision by the Captain.



#### s.5. Additional Crew

The Flight Schedule specified in paragraph 2 of this Agreement has been prepared to take account of relevant statutory and other official flight time limitation requirements. The Carrier reserves the right to make additional charges if, for reasons beyond the Carrier's control, it is necessary to provide additional crew or position replacement crew to continue the Flight Schedule and the Carrier will have no liability or responsibility to Customer or any other party for any delay to passengers, baggage or cargo so occasioned.

#### s.6. Loading and Packing

The amount and weight of accompanied baggage shall be at the Carrier's discretion. The following or like articles, namely firearms, explosives, combustible materials and live animals may be carried only with Carrier's prior consent which may, in its absolute discretion, be withheld. The Carrier may inspect and examine any baggage or cargo belonging to any passenger whether accompanied or not. Furthermore and without prejudice to the foregoing, the Carrier may refuse to carry any baggage considered by the Captain or by any other employee, servant or agent of the Carrier to be unsuitable for carriage by air whether by its nature or any applicable laws or regulations of any country to, from or over which the Aircraft may be flown.

#### s.7. Charter Price

The Customer shall pay to the Carrier the Charter Price specified in the quotation form before the commencement of any flight and shall be responsible for any other additional expenses incurred by reason of any further request of the Customer. Non-payment of any due amount shall entitle the Carrier to suspend or cancel the Flight Schedule (or any portion thereof) without warning or liability and without prejudice to the Carrier's right to claim from the Customer any and all monies remaining unpaid.

#### s.8. Carrier's Protection against Increased Cost

The Charter Price is based on the Carrier's costs, charges and expenses at the date hereof. In the event of any increase of such costs, charges and expenses of whatsoever nature and howsoever arising between the date hereof and the completion of the Flight Schedule, the Carrier shall be entitled to increase the Charter Price by a sum equal to any extra amount incurred, or to be incurred, in completing the Flight Schedule as a result of any such increase in any such costs, charges or expenses. Any amounts payable by the Customer pursuant to paragraph 4 of this Agreement and s.5, s.8, s.10 and s.15 hereof shall be notified to the Customer as soon as reasonably practicable and shall be paid by the Customer within 7 days of such notification.

#### s.9. Non-performance or Delay

(a) In the event of non-performance or delay caused by any circumstances whatsoever beyond the reasonable control of the Carrier including, but not limited to, the actions of third parties, labour difficulties, force majeure (including but not limited to inclement weather) or technical breakdown or accident to the Aircraft or any part thereof or any machinery to be used in relation to the Aircraft, the Carrier shall use its reasonable endeavours to perform or continue the Flight Schedule but otherwise shall have no liability to the Customer or any passengers for such non-performance or delay and any time so lost shall not count in computing demurrage unless the Aircraft is already on demurrage.



(b) Notwithstanding s.9(i), the Customer shall be liable to pay Carrier such portion of the Charter Price as shall be proportionate to that part of the Flight Schedule which has been performed together with all passengers expenses and any additional charges payable by Customer pursuant hereto.

(c) If the performance of the Flight Schedule or any part thereof is prevented or delayed by the Customer, its servants or agents or any passenger arriving later than 15 minutes prior to the scheduled Departure Time, the Carrier may, at its sole discretion and without any liability whatsoever and to whosoever, either depart as scheduled or charge demurrage against Customer at a daily rate [equivalent to two hours flying at the current CharterPrice]. In addition, Carrier shall be entitled at any time after demurrage shall have started to run to cancel the Flight Schedule or any part thereof (without prejudice to any claim Carrier shall have against Customer for demurrage up to the time of such cancellation and the rights of Carrier hereunder).

#### s.10. Additional Flight(s)

If the Customer requests the use of the Aircraft for any flight(s) other than as specified in the Flight Schedule at paragraph 2 of this Agreement, without prejudice to the Carrier's absolute right to refuse such request, if the Carrier agrees to perform any such flight(s) the Customer shall, on demand, pay to the Carrier in respect of such flight(s), such sum(s) as the Carrier shall notify to the Customer as the amount for such additional flight(s) together with all fees and charges incurred, arising from, or in connection with the Carrier's performance of each additional flight including, without prejudice to the generality of the foregoing, landing fees, hangarage fees, parking fees, navigation fees, ground service and handling fees, customs duties and fees, airport surcharges, accommodation, meals and refreshment charges for passengers and crew and all other associated expenses thereby incurred.

#### s.11. Diversions

If, for reasons of safety or security or other operational reasons not being the fault of the Carrier or attributable to the Customer or any passengers, the Aircraft is diverted from any scheduled destination specified in the Flight Schedule, the Carrier shall use its reasonable endeavours to procure that, as soon as reasonably practicable after arrival at such alternate destination, the Aircraft is flown to its scheduled destination. The Carrier shall have no liability or responsibility to the Customer or any other party for any delay to passengers, baggage or cargo so occasioned. The Customer will be responsible for the additional costs and expenses incurred as a result of the diversion and/or the flight to the scheduled destination.

#### s.12. Termination by Either Party

Subject to s.13 and s.14 hereof, either party may terminate this Agreement, by giving written notice to the other;

(a) at any time before the time specified for the commencement of the first journey set out in the Flight Schedule;  
or

(b) at any time if the other party commits any breach of this Agreement or commits an act of bankruptcy or becomes insolvent; or

(c) enters into any arrangement or composition with its creditors or, being an individual, dies or, being a partnership, is dissolved or being a corporation, passes a resolution or has a petition presented for winding up (otherwise than for the purpose of merger or reconstruction only).



### s.13. Termination by Carrier

If this Agreement is terminated by Carrier:

(a) pursuant to s.12(a) hereof, then the Customer shall not be liable to pay the Charter Price and Carrier shall repay to the Customer the Charter Price (or any portion thereof) made by the Customer but shall be under no further obligation or liability to the Customer by reason of such termination; or

(b) pursuant to s.12(b) hereof, the Customer shall be liable to pay the appropriate cancellation charges referred to in this Agreement together with such portion of the Charter Price as shall be proportionate to that part of the Flight Schedule which has been performed and additional charges and expenses payable by the Customer pursuant hereto and the Carrier shall be under no further obligation or liability to the Customer by reason of such termination. Any termination by the Carrier pursuant to this this clause will be without prejudice to its rights under this Agreement then accrued or in respect of the matter leading to termination.

### s.14. Termination by Customer

If this Agreement is terminated by the Customer, t h e Customer shall be liable to pay to t h e Carrier the following cancellation charges; If notice of cancellation is received:

- (i) After return of signed contract, 25% of total Charter Price
- (ii) At least 72 hours before start of day of Departure, 40% of total Charter Price;
- (iii) 72-48 hours before start of day of Departure, 70% of total Charter Price;
- (iv) 48-24 hours before start of day of Departure, 85% of total Charter Price;
- (v) Less than 24 hours before start of day of Departure, 100% of total Charter Price.

### s.15. Documents/Information and Delivery by Customer

The Carrier shall supply and complete such documents relating to the carriage undertaken pursuant to this Agreement as the Carrier in its absolute discretion shall consider necessary and, when requested by the Carrier, the Customer shall give to the Carrier in good time all information and assistance required to complete such documents. The Customer represents and warrants that all passengers will hold all necessary passports, visas, health and other certificates necessary to secure transit through any intermediate points and entry into the country of destination of the flight. In the event that any immigration authorities impose any fines or penalties on the Carrier, its employees, servants or agents or refuse entry to any passenger(s) and the Carrier is required to transport such passenger(s) to the point of origin of the flight or to any other point, the Customer shall pay to the Carrier upon demand all fines, penalties, costs and expenses so incurred. Where notices or information are delivered to the Customer or its agents by the Carrier for distribution to passengers the Customer warrants and undertakes to the Carrier that it will effect delivery of such notices or information to the passengers at a reasonable time prior to the commencement of the Flight Schedule and shall indemnify the Carrier against all liabilities, costs and expenses which result from any failure by the Carrier to effect such delivery.



#### s.16. Laws and Traffic Regulations

(a) The Aircraft shall be used only in compliance with the laws and regulations of the relevant authorities of the United Kingdom or any other country to, from or over which the Aircraft is flown. The Carrier shall, at its own expense, apply for and use its reasonable endeavours to procure the grant of all licences or permits required by the laws of the United Kingdom and of any other country to, from or over which the Aircraft is to be flown for the performance of the Flight Schedule

(b) The Customer will comply with and shall use its best endeavours to cause 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 the countries in which flights are originated, landings are made or over which flights are made.

#### s.17. Liability of Carrier

The Carrier does not undertake any carriage as a common carrier or accept the obligations of a common carrier. The Carrier does not accept any liability whatsoever (including without limitation consequential loss) whether for death to, or injury or delay of, passengers or loss of, damage to, or delay of, baggage or cargo whether arising in contract or in tort, including negligence or otherwise, and whether occasioned by Carrier, its employees, servants or agents (any such liability being hereby excluded). Carriage shall be subject to the rules and limitation relating to liability and to all other provisions established by the Warsaw Convention or by that Convention as amended from time to time and/or by any other treaty or convention applicable to such carriage insofar as such carriage is "international carriage" as therein defined. Carriage which is not so governed shall be subject to all applicable laws which extend provisions of the Convention to such carriage or which otherwise limit the Carrier's liability.

#### s.18. Indemnity

The Customer shall indemnify (on a full indemnity basis) the Carrier against all claims, costs and expenses (including legal fees and costs) in respect of any:

(a) liability of the Carrier to third persons (including but not limited to passengers, consignors and consignees) for any loss or damage of whatsoever nature arising out of the negligence, wilful misconduct or any act or omission of the Customer, its servants or agents or any passenger carried by authority of the Customer; and

(b) loss or damage of whatsoever nature suffered by the Carrier, its employees, servant or agents, or to any equipment belonging to the Carrier, its employees, servants or agents arising out of the negligence, wilful misconduct or any act or omission of the Customer, its servants or agents or any passenger carried by authority of the Customer and whether tortious or constituting a breach of this Agreement.

#### s.19. Assignment and Vicarious Performance

The Customer shall not be entitled to assign the benefit of this Agreement to any other person without the prior written consent of the Carrier, which consent may not be unreasonably withheld but the Carrier may procure the vicarious performance of its obligations hereunder by any other person or company.



#### s.20. Notices

Any notice required to be given hereunder shall be given by sending the same by facsimile, prepaid post or by hand delivery to the address of the addressee shown in this Agreement or to such other address as either party may notify to the other for this purpose. If sending by facsimile, notice shall be deemed to have been given at the time of dispatch and if sending by post, notice shall be deemed to have been given on the day on which it would have been received in due course of post.

#### s.21. Changes in Agreement and Waiver

Alterations and additions to this Agreement will only be binding if made in writing and signed by the parties. The Customer cannot rely on any verbal undertaking from, or given in the name of the Carrier which is different from, or additional to, the terms and conditions of this Agreement. Neither parties' rights shall be prejudiced or restricted by any indulgence or forbearance granted by it and no waiver of any breach shall operate as a waiver of any other or further breach.

#### s.22. Applicable Law

This Agreement shall be construed in accordance with the laws of the England and Wales and the Customer agree to submit to the exclusive jurisdiction of the English Courts.

#### s.23. Dangerous Goods

Exemption for the carriage of dangerous goods by passengers (CAT.GEN.MPA.200), (ICAO Doc 9284-AN/905 – Technical instructions for the Safe Transport of Dangerous Goods by Air) An approval is not required for those dangerous goods which can be carried by passengers or crew members, subject to certain conditions:

- i. Ammunition (cartridges for weapons), securely packaged (in Div. 1.4S, UN 0012 or UN 0014 only), in quantities not exceeding 5 kg gross weight per person for that person's own use. Allowances for more than one person must not be combined into one or more packages.
- ii. Battery-powered wheelchairs or other similar mobility devices with non-spillable wet batteries or with batteries which comply with Special Provision.
- iii. Battery-powered wheelchairs or other similar mobility devices with spillable batteries or with lithium batteries.
- iv. Battery-powered mobility aids with lithium ion batteries (collapsible), lithium-ion battery must be removed and carried in the cabin.
- v. Camping stoves/fuel containers that have contained a flammable liquid fuel, with empty fuel tank and/or fuel container.
- vi. Security-type equipment containing lithium batteries.
- vii. Lithium ion battery powered equipment containing batteries over 100 W but not exceeding 160 W.
- viii. Spare lithium ion batteries with a Watt-hour rating exceeding 100 W but not exceeding 160 W for consumer electronic devices. Maximum of two spare batteries may be carried in carry-on baggage only. These batteries must be individually protected to prevent short circuits.
- ix. Mercury barometer or thermometer carried by a representative of a government weather bureau or similar official agency
- x. Avalanche rescue backpack, one (1) per person, containing a cylinder of compressed gas in Div. 2.2. May also be equipped with a pyrotechnic trigger mechanism containing less than 200 mg net of Div. 1.4S. The backpack must be packed in such a manner that it cannot be accidentally activated. The airbags within the backpacks must be fitted with pressure relief valves.





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Signature

Date

By signing I confirm I have read and agree to the terms and conditions.