



## GENERAL RENTAL TERMS & CONDITIONS

### ARTICLE 1 : CONTRACTUAL PROVISIONS

The provisions of this contract, in particular the booking of the airplane, are only considered effective when the contract is returned, duly signed by an authorized representative of the customer Company.

### ARTICLE 2 : TIME SCHEDULES AND DIVERSIONS

Schedule times provided for and accepted by the customer are written for information only. The airline reserves the right to modify or even cancel all or part of the flight for concerns of safety, air traffic, weather conditions, technical requirements or authorizations. In the events of diversion, costs relative to the aircraft will be at the expense of Airline, and those relative to retrieval of passengers or freight will be at the expense of the customer. In all cases, the amount of the flight will remain entirely due.

### ARTICLE 3 : ACT OF GOD

Are included in this category, natural disasters (earthquakes, storms, snow, ice, cloud of smoke) or major political events (revolution, war, and putsch). In this case, if the event is known by the airline before aircraft departure, the total amount of the service will be refunded. If the event is known by the airline after the aircraft departure, the amount of the flight will remain entirely due and paid by the customer. The airline will implement all solutions in order to repatriate the passenger. The costs related to this repatriate operation will be supported by the airline.

### ARTICLE 4 : MODIFICATIONS

This contract may not be extended or modified unless the customer has obtained the prior agreement of the airline operations department, which will give any instructions deemed necessary to the crew. Except in emergency or special case, the crew is not able to receive instructions from the client. Any change to this contract must be subject of an extra invoice, a credit or debit note on the basis of the current prices. In the case of sub charter, the carrier (airline chartered by our services) is fully responsible for the smooth process of the flight.

### ARTICLE 5 : SERVICE ON BOARD

A standard VIP catering on board is included. According to the departure time and flight time, several suggestions will be proposed.

### ARTICLE 6 : INSURANCE

The airline, Darta, insures its aircraft under the general condition of the Warsaw convention. The customer is free to take out any other individual insurance. In the event of a flight subcontracted to other airlines, the passengers will be covered automatically by the carrier insurance.

### ARTICLE 7 : FOREIGN FLIGHTS

If a flight includes one or several stopovers outside French borders, the customer will deal personally with all official documents that may be required from passengers, such as passports, visas, etc. Every passenger must travel with a valid Identity card or Passport.

### ARTICLE 8 : PAYMENT TERMS

100 % of the service before aircraft departure

### ARTICLE 9 : CANCELLATION FEES

Time between cancellation and departure	Over 60 days	From 60 to 30 days	From 30 to 7 days	From 7 days to 48 hours	Less than 48 hours
Amount due to Aero Charter DarTA	10 %	20 %	40 %	60 %	100 %

### ARTICLE 10 : COST OF FUEL

Aero Charter DarTA reserves the right to modify the charter amount to allow for any increase in the cost of fuel.

### ARTICLE 11 : LUGGAGE

Maximum weight per person 15 kg (standard dimensions)  
Aero Charter DarTA is not responsible for damage affecting luggage because of the negligence of its customers

### ARTICLE 12 : DELAYS AT DEPARTURE

Passengers must be at the aircraft for :

HELICOPTERE	0H15	before departure
AVIONS TAXIS	0H30	before departure
CHARTER (with luggage)	1H15	before departure
CHARTER (without luggage)	1H45	before departure

### ARTICLE 13 : AIRFREIGHT

For all goods transported, the client will be responsible for the customs declaration and any other special procedures.

### ARTICLE 14 : DISPUTE

Any claims concerning the interpretation or execution of this rental contract will fall within the exclusive jurisdiction of the Aero Charter DarTA headquarters

[www.darta.fr](http://www.darta.fr)

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S.A. au capital de 56 000 € - R.C. 71 B 3598

## 15.0 AMENDMENTS TO OPERATOR'S STANDARD TERMS & CONDITIONS

15.1 Operator and Victor, acting as agent for applicable Victor Members, agree that in respect of all aircraft charters or seat sales organised through the Victor programme, Operator's Standard Terms and Conditions are amended as follows:

15.1.1 The following recital shall be added:

*"Aero Jets Dartá has entered into an agreement with Fly Victor Limited (hereinafter "**Victor**") pursuant to which Aero Jets Dartá, at Victor's request, charters aircraft or sells aircraft seats to members of Victor's programme (hereinafter "**Victor Members**"). Both Aero Jets Dartá and Victor Members have acknowledged that Victor acts solely as agent for both Victor Members and Aero Jets Dartá in respect of such charters of seat sales and that Victor has no liability whatsoever in respect of the operation of such charter flights."*

15.1.2 The following definitions shall be added:

*"**Victor Member Terms and Conditions**" shall mean the terms and conditions as between Victor and Victor Members applying to the charter of aircraft or the purchase of aircraft seats by Victor Members through the Victor Programme;*

*"**Flight Initiator**" shall mean a Victor Member who charters an aircraft from Aero Jets Dartá for an itinerary of his/her specification."*

15.1.3 Notwithstanding any provisions to the contrary, the following provision shall apply as regards governing law and jurisdiction:

*"These [Operator's Standard Terms and Conditions] and any non-contractual disputes arising out of or in connection therewith shall be governed and construed in accordance with English law. Aero Jets Dartá and [Charterer] agree that any and all disputes arising out of or in connection with the Agreement shall be subject to the exclusive jurisdiction of the courts of England and Wales."*

15.1.4 Notwithstanding any provisions to the contrary, any and all charter payments payable to Aero Jets Dartá shall be collected from [Charterer(s)] by Victor and paid to Aero Jets Dartá pursuant to payment terms agreed under separate cover by Victor and Aero Jets Dartá. For the avoidance of doubt, no charter payments shall be payable by the [Charterer(s)] directly to Aero Jets Dartá.

15.1.5 Notwithstanding any provisions to the contrary, bookings are processed through the Victor programme and all exchanges of information between Aero Jets Dartá and [Charterer(s)] shall be conducted through Victor in accordance with the provisions of the Victor Member Terms and/or any separate written agreement between Victor and Aero Jets Dartá as the case may be.

15.1.6 The definition of [Charterer] or any similar term describing the person(s) chartering or hiring the aircraft from Aero Jets Dartá through the Victor programme shall be amended as follows:

*"[Charterer] means either the Flight Initiator or the Victor Member(s) purchasing seats, depending on the type of charter flight arranged through Victor acting as agent."*

Operator agrees to the Victor Operator Terms and Conditions in full as described above for all business transactions conducted by Operator with Victor for and on behalf of Victor members unless otherwise notified in writing to Victor.

Signed for and on behalf of:

**Aero Jets Dart**

By: Commercial Director

Name: Roman Afti

Title: \_\_\_\_\_

Date: 25/07/2011

