



Air Charter Scotland Ltd - Standard Terms and Conditions

These Terms and Conditions shall apply to all contracts for the charter of aircraft from Air Charter Scotland Ltd (ACS). No variation of these terms and conditions shall be effective unless agreed in writing by ACS.

Where a person, firm or company enters into the Agreement as agent of the Charterer, such entity shall be jointly and severally liable with the Charterer for the payment of the charter price

1. DEFINITIONS

In these conditions the following expressions shall have the following meanings:-

The Agreement – any agreement between the Carrier and the Charterer for the charter of aircraft from the Carrier
The Aircraft – any aircraft which is the subject of a charter agreement between the Carrier and the Charterer.
The Carrier – ACS
The Charterer – any person, firm or body corporate chartering, or offering to charter, any aircraft from the Carrier
Charter – the flight(s) described in the Flight Schedule

2. AIRCRAFT AND CREW

The Carrier shall provide for the Charterer's sole use the Aircraft, manned and equipped for the performance of the Charter. Any additional services shall be specified in the Agreement.

3. SUBSTITUTION OF AIRCRAFT

In the event that it is unable to perform any part of the Charter the Carrier shall be entitled to substitute, on prior notice, any other operator or any equivalent aircraft.
To the extent that such substitution involves additional costs, such additional costs shall be notified to the Charterer, who shall be entitled to either accept the additional cost or decline the offer of alternative carriage.

4. CAPTAIN'S DISCRETION

The Captain of the Aircraft shall have absolute discretion:

1. to refuse any passenger(s), baggage or cargo
2. to decide what load may be carried on the Aircraft and how it shall be distributed
3. to decide whether and when a flight may be safely undertaken and where and when the Aircraft should be landed

5. LOADING AND PACKING

1. Subject as otherwise provided in these Conditions loading and unloading of the Aircraft shall be at the expense of the Carrier.
2. The Charterer shall ensure that any goods to be transported are sufficiently and properly packed for carriage and shall supply adequate damage and tie-down material taking into account all reasonable demands of the Carrier and the Captain and where necessary complying with IATA Restricted Articles Regulations, a copy of which is available for inspection at the offices of the Carrier
3. Charges for ground transportation warehouse handling warehouses and customs clearance shall be at the expense of the Charterer.



6. CHARTER PRICE

The Charterer shall pay promptly to the Carrier the charter price and in any event no later than 72 hours after receipt of the Carrier's invoice unless a different credit period has been agreed by the Carrier. All payments shall be made without deduction, set-off counterclaim or withholding whatsoever. Time for payment shall be of the essence. The Carrier shall be entitled to treat non-payment of the Charter Price as constituting the cancellation by the Charterer of the relevant Charter entitling the Carrier to payment in accordance with the provisions of clause 14 below.

7. INTEREST ON LATE PAYMENT

The Carrier shall be entitled to interest on the amount overdue at the rate of 2% per month or part thereof, compounded monthly.

8. CARRIER'S PROTECTION AGAINST INCREASED COST

If there is any increase after the date of this Agreement in security costs, aviation insurance premiums, fuel, airport passenger duty or similar costs relating to the operation of the aircraft or any part of the Charter, the Carrier shall be entitled to increase the Charter Price accordingly.

9. TAXES AND CHARGES

Unless expressly included, the Charter Price does not include any taxes (including, without limitation, VAT) levies or charges assessed or imposed by any taxing or airport authority directly upon the execution or performance of the Agreement or the carriage embarkation or disembarkation of passengers or the loading or unloading of baggage and / or goods all of which shall be paid by the Charterer on demand.

10. NON PERFORMANCE OR DELAYS

If the performance of the flight is prevented or delayed by the Charterer or anyone acting on its behalf including (but not limited to) any passenger arriving later than 20 minutes before scheduled departure time the Carrier may at its discretion and any without liability whatsoever depart as scheduled or alternatively elect to delay the flight, in which case, demurrage shall run against the Charterer at a daily rate equivalent to TWO hours flying at the current charter rate for the Aircraft.

11. DEPARTURE FROM FLIGHT SCHEDULE

The Carrier shall use all reasonable endeavours to complete the Flight Schedule but shall be entitled to depart from the Flight Schedule for any cause beyond its reasonable control and the Charterer shall reimburse the Carrier on demand for any additional expenses incurred as a result.

12. DIVERSIONS

If for any reason beyond the Carrier's control the Aircraft is diverted from any destination shown in the Flight Schedule to another destination the flight shall be deemed to be complete when the Aircraft arrives at that other destination.



13. CANCELLATION

In the event of cancellation of the Charter or any part of it, the Carrier shall be entitled to receive, as liquidated damages not a penalty, the following:

1. 10% of the Charter Price upon confirmation or if cancellation is received more than 12 days before scheduled departure time.
2. 20% of the Charter Price if cancellation occurs less than 12 days before scheduled departure time.
3. 40% of the Charter Price if cancellation occurs less than 4 days before scheduled departure time.
4. 60% of the Charter Price if cancellation occurs less than 24 hours or prior to first departure.
5. 100% of the Charter Price if cancellation occurs at or after the scheduled departure time.

Provided that all cancellations shall be made to the carrier in writing (by fax or post)

Cancellation charges are exclusive of any expenses already incurred by the Carrier prior to cancellation.

No charge will be made if a flight is cancelled prior to departure due to adverse weather conditions or other operational reasons whereby the Carrier, in its absolute discretion, considers that it would be unsafe or impracticable to proceed with the flight. No charge will be made for cancellation in cases where the Carrier accepts responsibility. In the event of cancellation by the Carrier, endeavors will be made, if the client so desires, to ensure that the destination is reached by alternative transport at a cost not more than the agreed charter price. The Carrier cannot be held responsible for losses incurred by passengers or customers, whether financial or in any other form, brought about by a delay or cancelled flight, however caused.

14. LIABILITY OF CARRIER

1. The Carrier does not undertake any carriage as a common carrier.
2. Except as expressly provided in the these Terms and Conditions the Carrier shall not be liable to the Charterer in any manner whatsoever (whether arising from the negligence of the Carrier its employees or agents or otherwise) for any loss or damage whatsoever (including without limitation consequential loss) provided that this shall not exclude or restrict the Carriers liability for death or personal injury resulting from the negligence of the Carrier its employees or agents.
3. All liabilities in relation to the carriage by air of passengers and their luggage shall be governed by the Conditions of Carriage of the Carrier, a copy of which is available on request.
4. The Charterer agrees to indemnify the Carrier and keep the Carrier indemnified against all liabilities claims costs and expenses whatsoever incurred to due to or claimed by any third party as a result of any such reason or circumstance save for liability for death or personal injury arising as a result of the negligence of the Carrier, it employees or agents.

15. WRONGFUL ACTS OF CHARTERER

The shall indemnify the Carrier against all claims and expenses (including legal fees and costs) in respect of any liability of the Carrier to third persons (including but not limited to passenger, consignors or consignees) for any loss or damage whatsoever (including costs and expenses on a full indemnity basis) arising out of any wrongful act or omission of the Charterer its servant or agents or any passenger carried with the authority of the Charterer.



16. TICKETS

The Carrier shall be responsible for the issue of all necessary passenger tickets baggage checks and air way bills and the Charterer shall give the Carrier in good time all information and assistance required to complete such documents. The Carrier shall at all times keep the Charterer indemnified against all liabilities claims costs and expenses whatsoever which result from any failure to issue a passenger ticket baggage check or air way bill. Provided however that where passenger tickets and / or baggage checks are delivered to the Charterer or its agent by the Carrier for distribution to passengers the foregoing indemnity shall not apply and the Charterer warrants and undertakes to the Carrier that it will effect delivery of the said tickets to the passengers promptly on receipt and shall indemnify the Carrier against all liabilities costs and expense which result from any failure by the Carrier to effect such delivery.

17. LAWS AND TRAFFIC REGULATIONS

The Charterer shall comply with and ensure that each passenger and/or owner of freight carried observes and complies 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. The Charterer warrants that all passengers will hold all necessary passports visas health and other certificates to secure transit through any intermediate points and/or entry into the place of destination and in the event that the local authorities refuse entry to any passenger in circumstances where the Carrier is required to transport such passengers to the point of origin of the flight or to any other point then the cost of so doing shall be repayable by the Charterer to the Carrier upon demand.

18. ASSIGNMENT

The Charterer shall not be entitled to assign the benefit of this Agreement to any other person without the consent in writing of the Carrier.

19. NOTICES

Any notice to be given under this Agreement shall be given by delivering by hand it at or by sending it first class post to the address or by fax to the fax number of the addressee shown in the Agreement. Such notice shall be deemed given if

- (a) Delivered by hand on presentation or refusal of presentation,
- (b) By first class post on the second working day after the day of posting; and
- (c) By fax on sending provided the addressee does not notify the sender within 24 hours that it has been incorrectly or illegibly sent.

20. WAIVER

The rights of neither party shall be prejudiced or restricted by any indulgence or forbearance granted by it and no waiver if any breach shall operate as a waiver of any other or further breach.

21. SEVERANCE

If any part of the Agreement (including these Terms and Conditions) is considered by any court or other competent authority to be unenforceable, it shall be considered severable so as not in any way to effect the remainder of the terms.

22. THIRD PARTY RIGHTS

The parties to the Agreement shall be deemed not to have intended to confer by the Agreement any rights whatsoever on any other person. Accordingly, the provisions of Contracts (Rights of Third Parties) Act 1999 (or any or re-enactment thereof) are expressly excluded.

23. HEADINGS

The heading in these Conditions are for convenience only and shall not affect Interpretation.

24. APPLICABLE LAW AND JURISDICTION

The Agreement and these Conditions shall be governed by and construed in accordance with Scottish Law and the courts of Scotland shall have non-exclusive jurisdiction to deal with any disputes arising hereunder.

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:

*"Air Charter Scotland has entered into an agreement with Fly Victor Limited (hereinafter "**Victor**") pursuant to which Air Charter Scotland, at Victor's request, charters aircraft or sells aircraft seats to members of Victor's programme (hereinafter "**Victor Members**"). Both Air Charter Scotland and Victor Members have acknowledged that Victor acts solely as agent for both Victor Members and Air Charter Scotland 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 Air Charter Scotland 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. Air Charter Scotland 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 Air Charter Scotland shall be collected from [Charterer(s)] by Victor and paid to Air Charter Scotland pursuant to payment terms agreed under separate cover by Victor and Air Charter Scotland. For the avoidance of doubt, no charter payments shall be payable by the [Charterer(s)] directly to Air Charter Scotland.

15.1.5 Notwithstanding any provisions to the contrary, bookings are processed through the Victor programme and all exchanges of information between Air Charter Scotland 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 Air Charter Scotland 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 Air Charter Scotland 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."

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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:

Air Charter Scotland

By: 

Name: DEREK THOMSON

Title: OPS DIRECTOR.

Date: 27/7/11.



EU Notice Requirement - Article 6(1) EU Carriers

Air carrier liability for passengers and their baggage

This information notice summarises the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention.

Compensation in the case of death or injury

There are no financial limits to the liability for passenger injury or death. For damages up to 100,000 SDRs (approximately £82,000) the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

Advance payments

If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the persons entitled to compensation. In the event of death, this advance payment shall not be less than 16,000 SDRs (approximately £13,000).

Passenger Delays

In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4,150 SDRs (approximately £3,500).

Baggage Delays

In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1,000 SDRs (approximately £820).

Destruction, loss or damage to baggage

The air carrier is liable for destruction, loss or damage to baggage up to 1,000 SDRs (approximately £820). In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.

Higher limits for baggage

A passenger can benefit from a higher liability limit by making a special declaration at the latest check – in and by paying a supplementary fee.

Complaints on baggage

If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

Liability of contracting and actual carriers

If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

Time limit for action

Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

Basis for information

The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No2027/97 (as amended by Regulation (EC) No889/2002) and national legislation of the Member States.



Passenger Safety & Security Notice

Please read the following notices before you travel with Air Charter Scotland Ltd.

Passenger Identification

Travel out with the UK Passengers must carry their passports at all times.

Travel within the UK It is advisable that all passengers travelling by air within the UK carry some form of photographic ID. Failure to produce any ID should the authorities carry out a spot check could result in considerable delay to your schedule.

Please be aware that we may have to refuse to carry passengers who cannot produce these documents at departure.

Baggage Contents

You **must not** take the following on board the aircraft:

- x Knives and other implements with blades longer than 3 inches
- x Explosives such as fireworks, flares, toy gun caps.
- x Gases such as camping or compressed gas cylinders, tear gas, mace or CS gas devices
- x Flammable materials such as petrol, lighter fluid, paint, thinners, non - safety matches or fire lighters
- x Poisons such as weed killers or insecticides
- x Corrosives such as filled car batteries or mercury

However, you are **allowed** to take the following on board the Aircraft:

- * Spirits in containers of up to 5 litres, (A maximum of 5 litres per person)
- * Medical or toilet items, (Including aerosols), - Hair spray, deodorants, perfumes and aftershaves, in containers of up to 500ml each, to a total of 2 litres each
- * Gas powered hair curlers provided the safety cover is fitted at all times
- * Safety matches or lighters when carried on the person - but note separate lighter refills are not permitted



BANK DETAILS

Bank of Scotland
The Cross
Prestwick
Ayrshire
Scotland
KA9 1AG

Sort Code	80 - 09 - 48
Account Number	06001359
IBAN	GB41 BOFS 8009 4806 0013 59
BIC SWIFT	BOFSGB21082

VAT Number	553513749
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