



Air Turks & Caicos (2003) LTD.

PASSENGER AIRCRAFT CHARTER AGREEMENT

MADE BETWEEN:

("the Charterer")

and

Air Turks and Caicos (2003) Ltd.
InterIsland Aviation Way, Providenciales, Turks and Caicos Islands
("the Carrier")

NOW IT IS HEREBY AGREED as follows:

The Carrier shall make available to the Charterer the Aircraft as specified in the Schedule below and the Charterer shall take the Aircraft on charter from the Carrier upon the terms and conditions set out in the Schedule below and subject to the terms and conditions set out in the General Conditions attached to and forming part of this Agreement.

THE SCHEDULE

Routing and Schedule:

Aircraft Type and Model:

Aircraft Registration:

The Carrier: Air Turks and Caicos (2003) Ltd.

Flight Number(s): See above in schedule.

Charter Price:

Layover and Demurrage: US\$1,500.00 per day or part thereof (see 5.2 of General Conditions).
US\$200 per waiting hour

Special Provision: Max baggage allowance is 40Lbs per persons
Permit/Authorisation for direct flights PLS-MYG and MYG-PLS to be organized by the Charterer.

Special Conditions:

1. Refusal of entry into the destination country is not the responsibility of Air Turks and Caicos
2. Passengers must verify and meet entry requirements prior to booking flights
3. Flights can only be confirmed once written acceptance of the terms and conditions of this Agreement and 25% deposit is received. Flights are also subject to all over-flight and landing permits being in place.

Cancellation:

If the Charterer wishes to cancel any Flight or Flights the subject of this Agreement the following rates (percentages of charter price) will be paid forthwith by the Charterer to the Carrier as agreed compensation:

- 25% if cancelled after contract exchange;
- 50% if cancelled within 72 hours prior to STD;
- 75% if cancelled 48 hours prior to STD;
- 100% if cancelled within 24 hours of STD.

Non Payment:

If for any reason payment of the Charter Price or any instalment thereof shall not be made on the due date then the Charterer shall pay to the Carrier interest on the amount unpaid at the rate of 4% per annum above the base rate for the time being of First Caribbean International Bank, Ltd. calculated on a daily basis from the due date until the date of payment (both before and after judgment), compounded monthly.

Payment Terms:

Payment shall be made directly to the Carrier and received in cleared funds in such account. Full payment shall be made no later than 10 business days prior to Charter.

Wire transfer to : (Send copy of wire information transfer to charter@flyairtc.com when completed)

Wachovia Bank ,New York
 Swift Code: PNBPUS3NNYC
 ABA 026005092
 For credit to:
 First Caribbean International Bank
 Swift Code: FCIBTCGP
 A/C #28048784365
 For payment to:
 10242155 Air Turks & Caicos (2003) Ltd.

Credit card. Fill card details below :

Visa MasterCard American Express

Name of Cardholder _____ Signature _____

Card Number _____ Exp. Date: ____/____/____ Sec.Code _____
mm / yyyy

Please provide copy of Credit Card both sides and copy of government ID (Passport,...) of credit card owner.

GENERAL CONDITIONS

1. DEFINITIONS

In this Agreement unless the context otherwise requires:-

"Agreement"	means this Passenger Aircraft Charter Agreement including the Schedule and any appendices or attachments thereto.
"Aircraft"	means any aircraft for the time being operated in connection with any Flight.
"Base Date"	means the base date for the charter (s) stated in the Schedule.
"the Carrier"	means the operator of the Aircraft as specified in the Schedule.
"Charter Price"	means the amount set out in the Schedule.
"Flight"	means a flight described in the Schedule.
"Schedule"	means the schedule to this Agreement.

2. CHARTER PRICE AND PAYMENT

- 2.1 The Charterer shall pay to the Carrier or the Broker as specified in the Schedule the Charter Price at the time, in the currency, in the amounts and to the address specified in accordance with the provisions set out therefor in the Schedule.
- 2.2 The Charter Price is based on aviation fuel costs calculated on the Base Date. If for any reason whatsoever there shall be any increase in the cost of aviation fuel between the Base Date and the date of operation of any Flight, then the Charterer shall, if so required by the Carrier, pay to the Carrier or Broker on demand such amount as shall fully compensate the Carrier for such increase.
- 2.3 Time of payment of the Charter Price shall be of the essence of this Agreement.
- 2.4 No set-off or counterclaim (whether arising in respect of this Agreement or any other carriage) shall entitle the Charterer to withhold payment of any sums whatsoever payable under or by reason of this Agreement. In the event that the Charterer is required to withhold any part of any payment payable by it to the Carrier or the Broker hereunder or to make any deduction therefrom, it shall pay such additional amount as may be necessary so that, after making such withholding or deduction, the Carrier or the Broker shall receive from the Charterer the full amount of such payment.

3. AIRCRAFT AND CREW

- 3.1 The Carrier shall be responsible for providing the Aircraft at the commencement of the Flight properly manned and equipped fuelled and airworthy in accordance with the laws and regulations of the state of registration of the Aircraft and the Aircraft shall be operated in accordance with all applicable laws and regulations during the period of the Flight(s).
- 3.2 The captain of the Aircraft on behalf of the Carrier shall have complete discretion concerning preparation of the Aircraft for flight, whether or not a Flight shall be undertaken or abandoned once undertaken, any deviation from proposed route, where landing shall be made and all such other matters relating to the operation of the Aircraft and the Charterer shall accept all such decisions as final and binding.
- 3.3 All ground and operating personnel including cabin staff are authorised to take orders only from the Carrier unless specific written agreement shall first have been obtained from the Carrier whereby certain defined instructions may be accepted by such personnel from the Charterer.

4. TRAFFIC DOCUMENTS

The Carrier shall supply or procure the supply of passenger tickets, baggage checks, air waybills and all other necessary documents relating to the carriage undertaken pursuant to this Agreement and the Charterer shall give to the Carrier all necessary information and assistance to complete such documents as soon as possible after the making of this Agreement and, in any event, in sufficient time to be completed for issue to passengers.

5. FLIGHT TIMES, LOADING AND EMBARKATION

- 5.1 The Charterer shall be solely responsible for ensuring that passengers and their baggage arrive at the specified check-in point at the departure airport in sufficient time to be carried on any Flight. In the event that any passenger of the Charterer fails to arrive in sufficient time to be carried on the Flight the Carrier shall be under no liability whatsoever to the Charterer nor to such passenger. The Carrier shall be under no obligation hereunder to make any alternative arrangements for any such passenger. If the Carrier, in its absolute discretion, arranges for any such passenger to be carried on a later flight, the Charterer shall pay on demand to the Carrier or to the Broker such additional sum that the Carrier may specify for each such passenger to cover applicable passenger taxes and the administrative costs of the Carrier thereby incurred.
- 5.2 Unless stated otherwise in the Special Provision clause of the schedule, the parties should allow a maximum of one (1) hour layover at points of origin, destination or at any schedule stop, for loading and unloading, customs clearance and similar matters, without any additional charge. Layovers in excess of the foregoing and all other delays caused by the Charterer shall be charged to the Charterer at the demurrage rate set forth in the schedule. It shall be the Carrier's sole and absolute discretion whether flights can be delayed or not. Such delays shall include, without limitation, unavailability for check-in and boarding of passengers at the time specified, delay in receipt of operational permits, inadequate customs or immigration documentation and delay in flight clearance (for any reason) and delay during loading or unloading caused by the Charterer.
- 5.3 In the event of any delay (other than any delay for technical reasons the responsibility for which shall lie with the Carrier) deviation or diversion of any flight, the Charterer shall be solely responsible for any and all accommodation, refreshments, meals, transportation or any other additional costs, expenses, losses, damages or liabilities of whatsoever nature incurred in respect of the Charterer's passengers wherever and howsoever the same shall arise. All such costs, expenses, losses, damages or liabilities incurred by the Carrier shall be reimbursed by the Charterer to the Carrier on demand. If a flight does not reach its destination due to weather, charges apply to any destination reached and return flight of the aircraft and crew (with or without passengers) to Providenciales base.

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- 5.4 Entrance requirements vary from country to country. It is Charterer responsibility to determine the proper documentation required for the destination according to the Citizenship of the passengers. In the event that any passenger of the Charterer is refused entry at any destination airport, the Charterer shall indemnify and keep indemnified the Carrier, its officers, employees, servants and agents against any and all cost or expense whatsoever incurred by the Carrier in respect thereof (including but not limited to charges, fee, penalties, imposts or other expenses levied upon the Carrier or the Broker by any immigration authority) or of any arrangements made by the Carrier to return such passengers to the country from which such passenger was originally carried.
- 5.5 Carrier may refuse carriage of baggage or cargo which, in its sole discretion: is improperly packaged; is not suitable for carriage; is hazardous/dangerous; exceeds the operational capacity of the aircraft as prepared for the intended flight(s); cannot be loaded within the allotted space; cannot be transported in accordance with applicable laws and regulations; or has an aggregated value in excess of \$100,000 with no prior special arrangements having been made.
- 5.6 Each passenger is entitled to carry on board (unless the Operator directs such to be stowed in the aircraft hold) as cabin baggage one piece not exceeding depth 9 in, height 14 in and length 16 in; and not exceeding a total weight of 12 pounds.
- 5.7 All bags should be locked. Valuable items such as money, jewellery, precious metals, negotiable papers, securities, business documents or the like – should only be carried on the person or in cabin baggage under the passenger care. Carrier is not liable for loss or damage resulting from inherent defect, quality or service of goods carried.

6. OBLIGATIONS OF THE CHARTERER

- 6.1 The Charterer shall comply with all the requirements of the Carrier in relation to the performance of all of the Charterer's obligations as set out in this Agreement.
- 6.2 The Charterer shall hold harmless and indemnify the Carrier from and against all claims, demands, liabilities, actions, proceedings and costs of any kind whatsoever arising from any default on the part of the Charterer or any passenger of the Charterer in complying with any of the provisions of this Agreement.
- 6.3 The Charterer shall comply in all respects with the conditions of all permits, licences and authorities granted for the Flights and will procure such compliance on the part of all its passengers.
- 6.4 The Charterer shall be responsible for the issue and delivery of all necessary passenger tickets, baggage checks and other necessary documents to all passengers.
- 6.5 The Charterer shall comply and shall procure that all its passengers shall comply with all applicable customs, police, public health, immigration and other lawful regulation of any state to/from or over which the Aircraft is or may be flown.
- 6.6 The indemnities contained in this Clause 6 shall survive the termination of this Agreement.

7. EXCLUSION OF LIABILITY/INDEMNITY

- 7.1 The Carrier shall be under no liability to the Charterer for any failure by it to perform its obligations under this Agreement arising from force majeure, labour disputes, strikes or lock-outs or any other cause beyond the control of the Carrier including accidents to or failure of the Aircraft engines, or any other part thereof or any machinery or apparatus used in connection therewith.
- 7.2 The Charterer shall indemnify the Carrier against any loss, damage, liabilities, costs or expenses of whatsoever nature caused to be suffered or incurred by the Carrier and its officers, employees agents or subcontractors arising out of any act or omission of the Charterer or its officers, employees or agents whether arising in contract or tort (including negligence) or otherwise.
- 7.3 Carrier shall not be liable for loss, damage, delay or other result caused by: acts of God, perils of the air, fire, acts of war, public enemies, public authorities acting with actual or apparent authority in any premises, authority of Law, quarantine, riots, unavailability in whole or part of aircraft fuel, hijacking, sabotage, strikes, civil commotion, hazards or dangers incident to war or nuclear risk or any other circumstances beyond the actual control of Carrier
- 7.4 The Carrier shall not be deemed to undertake any carriage to which this Agreement relates as a common carrier.
- 7.5 Carriage performed under this Agreement shall be subject to the conditions of carriage contained or referred to in the traffic documents of the Carrier including its General Conditions of Carriage.
- 7.6 The indemnities contained in this Clause 7 shall survive the termination of this Agreement.

8. TERMINATION

This Agreement may be terminated immediately upon notice from the Carrier to the Charterer upon the occurrence of any of the events specified below:-

- 8.1 the Charterer defaults in the payment of any amount payable hereunder on due date; or
- 8.2 the Charterer is in breach of any of its other obligations hereunder which if capable of remedy has not been remedied within 14 days of receipt of written notice from the Carrier requiring remedy of such breach; or
- 8.3 the Charterer admits in writing its inability to pay or becomes unable to pay its debts; or
- 8.4 a petition is presented for an administration order to be made up in relation to the Charterer; or
- 8.5 proceedings are started or any steps are taken for the winding-up or dissolution of the Charterer or for the appointment of a receiver, administrative receiver, trustee, supervisor or similar officer of the Charterer or any or all of its revenues and assets, or the Charterer is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- 8.6 an encumbrancer takes possession of any of the Charterer's revenues or assets, or any security created by the Charterer becomes enforceable and the mortgagee or chargee takes steps to enforce the same (including without limitation by appointing a receiver or administrative receiver to any of the assets of the Charterer); or
- 8.7 the Charterer convenes a meeting or takes any steps for the purpose of making or proposes to enter into or make any arrangement or composition for the benefit of its creditors; or

- 8.8 a distress or other execution is levied or enforced upon or against any part of the Charterer's property; or
- 8.9 the Charterer suspends or ceases or threatens to suspend or cease to carry on its business or (except in the ordinary course of business) it sells, leases, transfers or otherwise disposes of or threatens to dispose of all or any substantial part of its undertakings or assets (whether by a single transaction or by a series), or all or any substantial part of its assets are seized or appropriated by or on behalf of any governmental or other authority or are compulsory acquired; or if any thing analogous to the events referred to in Clauses 8.3 to 8.8 above occurs in any jurisdiction in which the Charterer conducts its business; or
- 8.10 in the opinion of the Carrier a material adverse change occurs in the business, assets, condition, operations or prospects of the Charterer; or
- 8.11 any of the events specified in this Clause 8 occur in relation to any guarantor of the Charterer's obligations hereunder.

9. EFFECT OF DEFAULT

- 9.1 If this Agreement is terminated under Clause 8, then the Charterer shall (without prejudice to any other rights and remedies which the Carrier may have) pay forthwith to the Carrier all amounts then due and unpaid to the Carrier hereunder, together with interest thereon (if any) at the rate specified in the Schedule and the Charterer shall indemnify and keep the Carrier indemnified against all loss, damage, costs, expense, claim or liability incurred or sustained by the Carrier as a result of such termination and the Carrier shall be entitled to retain any initial deposit paid by the Charterer pursuant to any provisions therefore set out in the Schedule.
- 9.2 The Charterer shall indemnify the Carrier against any claims by any passenger of the Charterer arising out of the termination of the Agreement.
- 9.3 The indemnities contained in this Clause 9 shall survive the termination of this Agreement.

10. SET-OFF AND APPLICATION OF MONEYS

The Carrier may at any time without notice to the Charterer at its discretion set-off any amounts paid by the Charterer to the Carrier hereunder against any amounts then due to the Carrier under this Agreement or against any amount due at such time from the Charterer to the Carrier.

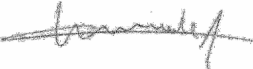
11. GENERAL

- 11.1 Any notice required to be given under this Agreement shall be in writing and shall be deemed duly given if left at or sent by first class post or facsimile message to the address herein stated of the party to whom it is to be given. Any such notice shall be deemed to be served at the time when the same is handed to or left at the address of the party to be served and if served by post on the day (not being a Sunday or Public Holiday) next following the day of posting or if served by facsimile message upon the day such facsimile message is sent.
- 11.2 Time shall be of the essence of this Agreement
- 11.3 This Agreement sets out the entire agreement and understanding between the parties or any of them in connection with the charter of the aircraft as described herein.
- 11.4 No party has relied on any warranty or representation of any other party except as expressly stated or referred to in this Agreement.
- 11.4 No claims shall be made against the Carrier in respect of any representation warranty indemnity or otherwise arising out of or in connection with the charter of the aircraft except where such representation, warranty or indemnity is expressly contained or incorporated in this Agreement.
- 11.5 No variation of this Agreement shall be effective unless made in writing and signed by both parties.
- 11.6 The Charter Price, payment terms and other commercial terms contained in this Agreement are confidential to the parties and may not be disclosed to third parties without prior approval.
- 11.7 No failure by the Carrier to exercise and no delay by the Carrier in exercising any right, power of privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law.
- 11.8 The Charterer shall not be entitled to assign the benefit of this Agreement.

12. CHOICE OF LAW, SUBMISSION TO JURISDICTION, MEDIATION

- 12.1 This Agreement shall be governed by and interpreted in accordance with English law and the parties hereto hereby submit to the non-exclusive jurisdiction of the Turks and Caicos Courts.

13. SIGNATURES:

For and on behalf of the Carrier : Alex Cheminade, Charter department
Signature 

For and on behalf of the Charterer: Name _____ Status _____

Signature :

DATE _____