



GENERAL TERMS AND CONDITIONS

- §1. Charter** -Carrier shall charter and Customer shall take the Aircraft on charter for Customer's use, properly equipped, manned and fuelled. The crew shall fly the Aircraft on the Flight Schedule and any additional flights as contemplated by this Agreement. Carrier's employees, servants or agents shall follow Carrier's instructions only. Carrier shall supply the following:
- Aircraft costs including crew, fuel and maintenance
 - Air navigation and Aircraft charge
 - Crew per Diem allowance
 - Crew meals accommodation and surface transportation
 - In-flight catering
 - Passenger and cargo insurances and taxes
- The Flight Schedule excludes the following:
- Fuel and insurance surcharges
 - De-icing of Aircraft
 - Other special requirements e.g limousines or satellite telephone or other special requirements
 - War risks insurance where Capitan deems necessary
 - Car escort to and from Aircraft
 - Credit card surcharges
- §2. Aircraft Unservicability** – Carrier's provision of the Aircraft is subject to its availability in a serviceable condition. If not Carrier may propose it provides an alternative Aircraft at the same cost. If there is no such aircraft available the Carrier may cancel the Flight Schedule without it incurring any liability to the Customer.
- §3. Captain's Discretion** -The Captain of the Aircraft (the "**Captain**") shall have absolute discretion in relation to the operation of the Aircraft and whether and when a flight may be safely undertaken or whether it is safe or appropriate for the flight to take place or for a particular passenger to be carried and when and where the Aircraft shall be landed and Carrier shall not be liable to Customer for any loss, damage, costs or claims of whatsoever nature and howsoever arising as a result of any decision by the Captain.
- §4. Additional Crew** -Carrier reserves the right to make additional charges if, for reasons beyond Carrier's control, it is necessary to provide additional crew or position replacement crew to continue the Flight Schedule and Carrier will have no liability or responsibility to Customer or any other party for any delay to passengers, baggage or cargo so occasioned.
- §5. Loading and Packing** - The Carrier may refuse to carry any baggage considered by the Captain to be unsuitable, illegal or dangerous for carriage by air.
- §6. Charter Price** - Time shall be the essence of the Aircraft Charter Agreement and non-payment of any due amount shall entitle Carrier to suspend or cancel the Flight Schedule (or any portion thereof) without warning or liability.
- §7. Carrier's Protection against Increased Cost** - The Charter Price is based on Carrier's costs, charges and expenses at the date hereof including without limitation, fuel. In the event of any increase of such costs, charges and expenses prior to the completion of the Flight Schedule, Carrier may increase the Charter Price by a sum reflecting the effect on the Carrier of such increase. Any such amounts shall be notified to Customer as soon as reasonably practicable and shall be paid by Customer on demand.
- §8. Non-performance or Delay** - In the event of non-performance or delay caused by any circumstances whatsoever beyond the reasonable control of Carrier, Carrier shall have no liability to Customer or any passengers for such non-performance or delay and 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.
- §9. Additional Flight(s)** – Carrier may in its absolute discretion agree to flights additional to the Flight Schedule at a cost to be agreed.
- §10. Documents/Information and Delivery by Customer** - Documents and information relating to the Flight Schedule which Carrier shall notify Customer as being necessary shall be provided by Customer on demand. Customer will hold all necessary passports, visas, health and other certificates necessary to secure transit of passengers through intermediate points and the destination. The cost of any return flight caused by immigration refusal shall be payable by Customer.



§11. Laws and Traffic Regulations -

- (i) The Aircraft shall be used only in compliance with the laws and regulations of the United Arab Emirates or any other country to, from or over which the Aircraft is flown. Carrier shall, at its own expense, apply for and use its reasonable endeavours to procure the grant of all licences or permits required for the performance of the Flight Schedule.
- (ii) Customer will comply with all traffic regulations of 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.

§12. Liability of Carrier - Carrier does not undertake any carriage as a common carrier or accept the obligations of a common carrier. 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).

§13. Indemnity -Customer shall indemnify Carrier (on a full indemnity basis) against all claims, costs and expenses (including legal fees and costs) in respect of any liability of Carrier to third persons for any loss or damage of whatsoever nature or suffered by Carrier, its employees, servant or agents, or to any equipment (including the Aircraft) belonging to Carrier, its employees, servants or agents other than that arising out of the negligence, wilful misconduct or any act or omission of Carrier, its servants or agents.

§14. Cancellation Charges - Customer shall pay the following cancellation charges if notice of cancellation is received or if a flight is cancelled by the Captain for any reason relating to a passenger or any cargo:

- (i) at least 72 hours before scheduled Departure Time, - 25% of total Charter Price;
- (ii) 72-48 hours before scheduled Departure Time, - 50% of total Charter Price;
- (iii) 48-24 hours before scheduled Departure Time, - 75% of total Charter Price;
- (iv) 24 hours up to scheduled Departure Time, - 90% of total Charter Price;
- (v) after scheduled Departure Time (whether or not notice is given), - 100% of total Charter Price; or
- (vi) such portion thereof as is proportionate to that part of the Flight Schedule already performed (whichever is the greater) together in either case with any additional amounts payable by Customer hereunder.

§15. 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 addressee's address shown in this Agreement. Facsimile, notice shall be deemed to have been given at the time of dispatch and sending by post, shall be deemed to have been given on the day on which it would have been received in due course of post.

§16. Changes in Agreement and Waiver – All alterations and additions to this Agreement are binding only if made in writing and signed by the parties.

§17. Applicable Law - This Agreement shall be construed in accordance with the laws of the United Arab Emirates and the parties hereto submit to the non-exclusive jurisdiction of the United Arab Emirates.

A signature below is on behalf of the Charterer & the Charterer warrants complete acceptance of all terms & conditions as per AJA's GTA & Price Invoice.

Operator

AL JABER AVIATION

Date : _____

Charterer

Name & Company