

GENERAL CONDITIONS

The aviation factory
N51° 11.4' E04° 27'8"



Type of flight. This Agreement is entered into by the Charterer in respect of own-use charter flight(s); An own-use charter flight is a flight on which the entire capacity of the aircraft is taken up by passengers and/or goods of the Charterer or the association or group for whom the Charterer is the agent and which is the object of his trade, business or industry. Any other type of charterflight will be subject to an application by the concerned Civil Aviation Authority under which the carrier operating the flight(s) hereunder, is resorting.

Subcontracting by the Charterer. Charterer shall not subcontract or give in use wholly or in part the chartered space and/or payload of the Aircraft without prior written approval of the Company. Unless expressly otherwise agreed in writing, any such approval by the Company is given subject to the condition that the subcontractor shall abide by all obligations imposed upon Charterer and that the Charterer shall assume full responsibility for all acts or omissions of the subcontractor and his officers, employees or agents.

Substitution - subcontracting by the Carrier and/or the Company. The Company and the Carrier shall be entitled, without giving any reason, to substitute (an)other aircraft(s) for the Aircraft specified in this Agreement. In case the contracted Aircraft becomes unserviceable or unavailable, the Company shall be entitled, but shall not be obliged, to substitute an alternative aircraft and/or carrier. In latest mentioned case, the Charterer undertakes to accept all the terms and conditions concerning cancellation, operational control, deviation and delays of the subcontracting agreement between the Company and this carrier.

Air Operator's Certificate - Authorisations. The Charterer hereby confirms that he is aware of the conditions attaching to the Air Operator's Certificate granted by the concerning Civil Aviation Authorities of the Carrier under which the flight(s) contemplated under this Agreement will be operated and warrants that he will abide by such conditions and will do no act likely to prejudice the Carrier's position under the conditions of the **Air Operator's Certificate**. Authorisations (permits from governmental or other authorities) necessary for the performance of the flight(s) will be applied for by the Carrier unless it has been agreed that this will be done by Charterer. The consequence of the refusal, untimely granting or cancellation of authorisations for all services or part of them, are dealt with below.

Charges. The Charterer agrees to pay the Company the total charter price as mentioned in this Agreement on or before the date(s) mentioned in the Payment Conditions as set out overleaf in the currency at the place and by the method mentioned on the invoice and this Agreement. The charter price shown in this Agreement includes all expenses of operating the Aircraft, maintenance (scheduled and unscheduled), insurances, remuneration and expenses of personnel including crews, running costs, airport fees, ground service charges, parking fees, costs for the service for passengers during the time they are on board in accordance with this Agreement. Not included in the charter price are all other costs including but not limited to costs of ground transportation to and from the airports, costs for visas, custom inspection fees, custom duties, the costs of dunnage insofar as this has to be provided by the Company and all special and/or extra costs and taxes incurred by the Carrier or the Company with respect to passengers, goods and live-stock in case of emergency landings and all other landings not specified in the schedule of this Agreement. The charter price shown is based on costs current at the time of signing the Agreement. Should there be an increase of 3% or more in costs between the date of signing the Agreement and the completion of the flight(s), and if such costs are beyond the control of the Company or the Carrier, the Company shall have the right to charge such costs to the Charterer. The Company shall furnish the Charterer full details of the increase(s).

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Cancellation by the Company. In the event of any breach by the Charterer of any provision of this Agreement, or if the Charterer becomes insolvent, goes into liquidation or is declared bankrupt, the Company shall have the right to cancel this Agreement and, in the event that a service has commenced, to terminate such flight all without liability of any kind to the Company and, to retain all amounts as have been paid by the Charterer and, to demand all other amounts due under the terms of the Agreement regardless of its cancellation. Neither the payment of the charter price nor the termination of the Agreement for any of the aforesaid reasons shall affect the Company's right to collect damages from the Charterer. If the Company is unable to perform or complete any service considered by this Agreement, more particularly when the Aircraft becomes unserviceable or unavailable –for whatever reason, including technical problems with the Aircraft- for one or more of the contracted flight(s), or authorisations for all services or part of them are refused, untimely granted or cancelled, the Company shall have the right to cancel the flight(s) contemplated under this Agreement, and it shall be under no further obligation or liability to the Charterer beyond the refund of the charter price or the sum paid for that part of the flight(s) concerned.

Operational control. The captain of the Aircraft shall have complete discretion as to whether or not a flight should be undertaken, and the Charterer agrees to accept all such decisions of the captain. The Carrier's decision as to the amount of space available on the Aircraft for utilisation on all or any portion of the charter flight shall be final. The captain of the Aircraft shall have complete discretion concerning the load carried and its distribution, and the Charterer undertakes to accept all such decisions of the captain. The Company and the Carrier are entitled to utilise any unused space and/or payload for the carriage of their own personnel or cargo.

Deviation - Delay. Deviation from and delay of any of the services considered under this Agreement through the action of or at the request of the Charterer may involve alterations in the charter price. The Charterer shall pay the Company in addition to the charter price any costs or expenses incurred by the Carrier and/or the Company rising out of such deviation and/or delay. In latest mentioned case, at least the demurrage rate as set out overleaf shall apply. The captain of the Aircraft shall have complete discretion as to where landings should be made, and the Charterer undertakes to accept all such decision of the captain. The times shown in the flight schedule of this Agreement are approximate and not guaranteed by the Company, who has the right to deviate from the flight schedule due to reasonable circumstances, without any liability. The Company shall also not be responsible for delays caused by Air Traffic Control, slot restrictions, labour and civil disturbances, mechanical failures, crew duty time limitations, local or national or international regulations, severe weather conditions or other causes beyond their reasonable control. In case of delay in the commencement or completion of any of the services considered under this Agreement caused by the Charterer or anyone acting on his behalf, demurrage shall run against the Charterer for the period of such delay at an amount per block hour as applicable by the Carrier and eventual other costs charged to the Company due to the delay.

Traffic documents and formalities. Carriage performed under this Agreement shall be subject to the conditions of carriage contained in or referred to in the traffic documents and as far as existing to the General Conditions of **Carriage of the Carrier**. The Carrier or the Company will issue traffic documents of the Carrier in accordance with the requirements, practices and procedures of the Carrier. Charterer, passengers and shippers of cargo will be bound by the terms and conditions of the issued traffic documents. Charterer undertakes to cooperate in supplying all information in connection with passengers, baggage and cargo in due time for the completion of the traffic documents.

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The Charterer will comply with and cause all passengers and owners of goods carried to observe and comply with all customs, police, public health and other regulations which are applicable in the state under which rules the Carrier is operating and in the states overflown and in which landings are made.

Failure by the Charterer. The Charterer shall indemnify the Company against any costs, claims, damages or liability of any sort that may fall upon the Company by reason of any failure to comply with this Agreement or with any regulation or condition in force at the time of commencement of the flight, and in particular the Charterer shall indemnify the Company against any damages that the Company may suffer in the event of the Air Operator's Certificate of the Carrier being withdrawn on the grounds of failure to comply with this Agreement.

Liability / Insurance. Unless otherwise agreed in written in this Agreement, the Company and the Carrier, their officers, employees and agents who take part in the execution of this Agreement shall never be subject to any other and/or higher liability than the liability provided in the Warsaw Convention of the 12th of October 1929, or that Convention as amended at The Hague on the 28th of September 1955, whichever, is applicable, even when the carriage is not an „international carriage as defined by that Convention. In case of substitution by another carrier, the Convention of Guadalajara of the 18th of September 1961 is applicable. The Company ensures that the Carrier shall throughout the term of the Agreement maintain the insurance coverage according to the liability requirements of the Conventions as mentioned herein.

Applicable law / Jurisdiction. The Agreement, that is considered to constitute the entire understanding between the Company and the Charterer, is constructed according to and governed by the Belgian Laws and the applicable regulations of the European Community. The parties hereby will submit to the exclusive jurisdiction of the Belgian Courts. Any dispute or difference arising out of this Agreement shall be referred to the jurisdiction of the Courts of Antwerp. Should an action instituted against the Company in another country where this provision would not be held valid, the dispute shall be finally settled under the Belgian Cepina rules rules about „arbitrage%. If the Company or the Carrier brings any action or suit to recover payments due under the terms of this Agreement, or to enforce any of its rights or the obligations of the Charterer, the cost thereof, including reasonable attorney's fees shall be borne by the Charterer.