



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 ("The Carrier"). No variation of these terms and conditions shall be effective unless agreed in writing by the Carrier.

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:-

"Agreement" - means the agreement as defined in clause 2.1 below ;

"Aircraft" – means the aircraft detailed in the Charter Confirmation;

"Charter" – means the flight(s) described in the Flight Schedule;

"Charter Confirmation" – means the charter confirmation attached to these Standard Terms and Conditions and containing details of the Charter;

"Charter Price" – means the price for the Charter and related goods and services as detailed in the Charter Confirmation;

"Additional Services" - means services such as Ground Transportation, Additional passengers, Access to VIP Lounges and Terminals, Out of Hours charges, use of Satellite Phone or extra costs for additional catering all of which the charterer will bear the extra costs.

"De-Icing" - Not included on any flights including all positioning flights or Hangarage costs, all of which is rechargeable to the Charterer.

"Charterer" – means any person, firm or body corporate chartering, or offering to charter, any aircraft from the Carrier as detailed in the Charter Confirmation;

"Flight Schedule" means the flight schedule noted on the Charter Confirmation (as the same may be modified or substituted for from time to time by the Carrier); and

"Special Conditions" the special conditions (if any) contained in the Charter Confirmation.

"Wi-Fi" a high speed Broadband service available on board certain company aircraft.

2. BASIS OF CONTRACT

- 2.1 These terms and conditions (which may be modified by the Special Conditions), with the terms detailed in the Charter Confirmation constitute the entire agreement ("**the Agreement**") between the Carrier and the Charterer, and the parties agree that they shall apply to the exclusion of any other terms that the Charterer (or its agents employees or representatives) seek to incorporate or impose, or which are implied by trade, custom, practice to course of dealing.
- 2.2 The Charterer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Carrier which is not set out in the Agreement.
- 2.3 In the event of a conflict between these terms and conditions and the Special Conditions, the Special Conditions shall prevail.

3. AIRCRAFT AND CREW

The Carrier shall provide the Aircraft, manned and equipped for the performance of the Charter. Any additional services shall be specified in the Charter Confirmation.

4. 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.

5. CAPTAIN'S DISCRETION

- 5.1 The Captain of the Aircraft shall have absolute discretion:

- 5.1.1 to refuse any passenger(s), baggage or cargo;
- 5.1.2 to decide what load may be carried on the Aircraft and how it shall be distributed; and
- 5.1.3 to decide whether and when a flight may be safely undertaken and where and when the Aircraft should be landed.
- 5.1.4 decide whether or not the aircraft requires De-Icing in order to safely conduct a flight including positioning to/from or whilst conducting a charter flight.

6. LOADING AND PACKING

- 6.1. Subject as otherwise provided in these conditions (and subject to the relevant baggage and other cargo being reasonable and not unusual or excessive) loading and unloading of the Aircraft shall be at the expense of the Carrier.
- 6.2. The Charterer shall ensure that any goods or other cargo 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 Dangerous Goods Regulations, a copy of which is available for inspection at the offices of the Carrier
- 6.3. Charges for ground transportation, warehouse handling, warehouses and customs clearance shall be at the expense of the Charterer and shall be paid by the Charterer at least two working days prior to the relevant scheduled departure time.
- 6.4 To comply with Civil Aviation Authorities recommendations and company risk assessment all Portable Electronic Devices "PEDs" fitted with Lithium Ion batteries must be carried within the aircraft cabin. This is due to the risk of uncontained battery thermal runaway that cannot be suppressed.

7. CHARTER PRICE

- 7.1 The Charterer shall pay promptly to the Carrier the Charter Price and in any event this shall be paid no later than 48 hours or 2 working days prior to the date and time of departure unless a different credit period has been agreed by the Carrier in writing. All payments due by the Charterer to the Carrier under the Agreement shall be made without deduction, set-off counterclaim or withholding whatsoever. Time for payment shall be of the essence. The Carrier shall be entitled but not obliged 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 cancellation provisions contained within the Agreement.
- 7.2 The Carrier shall be entitled to charge additional sums and recover additional expenses over and above the Charter Price in the event that the Charterer requests additional passengers, baggage, cargo, catering or other facilities or services beyond those detailed in the Charter Confirmation.
- 7.3 Any additional passengers to any Charter Flight shall be charged at £150 GBP per passenger per sector on Light Jets and £250 GBP per passenger per sector on Medium and Heavy Jets.

8. INTEREST ON LATE PAYMENT

Without limiting any other right or remedy of the Carrier, if the Charterer fails to make any payment due under the Agreement by the due date for payment, the Carrier shall be entitled to interest on the amount overdue at the rate of 2% per month or part thereof, compounded monthly.

9. CARRIER'S PROTECTION AGAINST INCREASED COST

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

10. 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 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 or cargo, all of which shall be paid by the Charterer on demand.

11. DEPARTURE FROM FLIGHT SCHEDULE

The Carrier shall use reasonable endeavors 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 (eg. Weather) 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

- 13.1 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:
- 13.1.1 10% of the Charter Price if cancellation is received more than 12 days before the scheduled departure time;
- 13.1.2 20% of the Charter Price if cancellation is received less than 12 days before the scheduled departure time;

- 13.1.3 40% of the Charter Price if cancellation is received less than 4 days before the scheduled departure time;
- 13.1.4 60% of the Charter Price if cancellation is received less than 24 hours before the scheduled departure time; and
- 13.1.5 100% of the Charter Price if cancellation is received at or after departure time;

provided that all cancellations shall be made to the Carrier in writing in accordance with Clause 20.

- 13.2 Cancellation charges are exclusive of any expenses incurred by the Carrier prior to or as a result of cancellation which shall also be paid by the Charterer upon reasonable demand by the Carrier.
- 13.3 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 full responsibility. In the event of cancellation by the Carrier, the Carrier will use reasonable endeavors upon reasonable request by the Charterer to ensure that the destination is reached by alternative transport at a cost not more than the agreed Charter Price. With the exception of any liability which cannot lawfully be excluded by the Carrier, the Carrier shall not be responsible for losses incurred by the Charterer, passengers or customers, whether financial or in any other form, brought about by a delay or cancelled flight, however caused.

14. LIABILITY OF CARRIER

- 14.1 The Carrier does not undertake any carriage as a common carrier.
- 14.2 Except as expressly provided in the Agreement and in respect of any liability which may not lawfully be excluded 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 Carrier's liability for death or personal injury resulting from the negligence of the Carrier its employees or agents, or liability for fraud or fraudulent misrepresentation.
- 14.3 All liabilities in relation to the carriage by air of passengers and their luggage shall be governed by the Conditions of Carriage.

15. CHARTERER INDEMNITY

The Charterer shall indemnify the Carrier against all losses, damages, claims and expenses (including but not limited to legal fees and costs) in respect of any liability of the Carrier to any third parties whatsoever, for any loss, damage, claim or expense whatsoever arising out of any act or omission of the Charterer, its employees, representatives, servants or agents, or any passenger carried with the authority of the Charterer.

16. INFORMATION PROVIDED BY THE CHARTERER

- 16.1 The Charterer shall give the Carrier in good time all information and assistance requested to make arrangements for the Charter and the Agreement.
- 16.2 The Charterer shall indemnify the Carrier against all liabilities claims costs and expenses whatsoever which result from any false, fraudulent or misleading information being provided by the Charterer to the Carrier.

17. LAWS AND TRAFFIC REGULATIONS

The Charterer shall comply with and ensure that each passenger and/or owner of baggage cargo or freight carried observes and complies with all traffic regulations of the Carrier and all customs, police, public health and other regulations and all laws of whatever nature 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 together with all related reasonable costs and expenses of the Carrier.

18. TERMINATION, CANCELLATION OR EXPIRY OF THE AGREEMENT

On termination, cancellation or expiry of the Agreement, the accrued rights, remedies, obligations and liabilities of the parties as at termination, cancellation or expiry shall not be affected, and clauses which expressly or by implication have effect after termination, shall continue in full force and effect.



19. ASSIGNMENT

The Charterer shall not, without the prior written consent of the Carrier, transfer its rights under the Agreement nor otherwise assign, subcontract, charge or deal in any other manner with all or any of its rights or obligations under the Agreement other than as expressly permitted by the Agreement.

20. NOTICES

Any notice to be given under the 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, or by email shown in the Charter Confirmation. Such notice shall be deemed delivered as follows:

- (a) if delivered by hand, on presentation ;
- (b) if sent by first class post, on the second working day after the day of posting; and
- (c) if transmitted by fax, on sending (subject to proof of transmission)
- (d) if transmitted by email to charterdesk@aircharterscotland.com

21. WAIVER

The rights of the parties shall not be prejudiced or restricted by any indulgence or forbearance granted by them, and no waiver of any breach of the Agreement shall operate as a waiver of any other or further breach. No single or partial exercise of any right or remedy shall preclude or restrict any further exercise of that or any other right or remedy.

22. SEVERANCE

22.1 If a court or any other competent authority finds that any provision of the Agreement (or part of any provision thereof) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Agreement shall not be affected.

22.2 If any invalid, unenforceable or illegal provision of the Agreement would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

23. THIRD PARTY RIGHTS

A person who is not a party to the Agreement shall not have any rights under or in connection with it.

24. NO PARTNERSHIP

Nothing in the Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties. Neither the Carrier nor the Charterer shall have authority to act as agent for, or to bind, the other party in any way unless expressly provided for in the Agreement or otherwise agreed in writing between the parties.

25. VARIATION

No variation to the Agreement shall be binding unless agreed in writing and signed by both the Carrier and the Charterer.

26. HEADINGS

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

27. APPLICABLE LAW AND JURISDICTION

27.1 The Charterer and the Carrier agree that the provisions of the Montreal Convention (as amended from time to time) shall apply to the Charter.

27.2 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.

28. SMOKING

Is not permitted at any time and any passenger found to have smoked on board the aircraft will be liable to pay a fine of £5000 GBP with no recourse. Additional fees for cleaning of the aircraft, and any damage caused due to unauthorised smoking will also be recharged to the client.

29. INTERNET – “WI-FI”

Is available on certain company aircraft where a password is required to access the service and is chargeable at \$8.50USD per megabyte (MB) used, a report of any usage will be sent to the client to show usage whilst on board.

30. CARRIAGE OF PETS

Air Charter Scotland is a DEFRA approved carrier, and as such can operate to DEFRA approved airports for the transport of pets. Please note that animals must be under 8kgs each, and have a secure carry case on board. If an animal is found to be over 8kgs on departure, it is the right of the carrier to refuse travel of the animal and as such, charge 100% cancellation fee.