

EMIRATES AIRCRAFT CHARTER AGREEMENT CONDITIONS

CHARTER

1. (a) The Carrier shall provide the Aircraft at the commencement of the charter properly manned, equipped and fuelled and will so maintain it during the period of the charter. The operating personnel are the servants or agents of the Carrier. The Captain of the Aircraft shall have complete discretion concerning the preparation of the Aircraft for the flight, the flight of the Aircraft, the load carried and its distribution, including the number of passengers and the amount of their baggage, whether or not a flight should be undertaken, and as to where landings should be made, and all the other matters relating to the operation of the Aircraft, and the Charterer shall accept all such decisions of the Captain as final. The Carrier has the right to reduce the maximum load capacity and/or maximum seating accommodation in circumstances beyond the control of the carrier or if required for reasons of safety. The Carrier shall have no responsibility for carrying passengers' baggage in excess of the permitted allowance. The Carrier shall not be liable to the Charterer for any loss, damage, costs or claims of whatsoever nature and howsoever arising whether in contract or tort (including negligence) or otherwise as a result of any of the decisions made under the Clause 1. The Carrier reserves the right to utilize in its sole discretion in any manner whatsoever including, without limitation, by separate charter agreement with a third party (i) any unused part of chartered space, seating or payload on the Aircraft, and (ii) any space, seating or payload on the Aircraft which is not covered by the Agreement.
- (b) The Carrier shall apply for all licenses and permits necessary for the performance of the subject carriage of this Agreement from governmental or other competent authorities but the timely granting and continuing validity of such shall be at the Charterer's risk. The Charterer shall be responsible for complying with any terms or conditions attached to such licenses or permits and, at the Carrier's option, for the payment of any costs incurred by the Carrier in obtaining any licenses or permits which are not part of those currently held by the Carrier.
2. (a) In the event of non-performance, partial performance or delay resulting wholly or partly from any force majeure or occurrence or any circumstances whatsoever beyond the Carrier's control, including (without limitation) the acts or omissions of third parties, labour difficulties, weather condition, technical breakdown or accident to the Aircraft or any part of it, natural disaster or any act of any authority, the Carrier shall use reasonable endeavors to perform or continue the Flight Schedule (and may at its discretion but without any obligation substitute another aircraft) but otherwise shall have no liability to the Charterer whatsoever. The Charterer shall be liable to pay such part of the Price as is applicable to that part of the Flight Schedule which has been performed (if any), and all expenses whatsoever connected with it, and anything in excess already paid by the Charterer shall be refunded. The Carrier's determination of the referable part of the Price and the connected expenses shall be conclusive, in the absence of manifest error.
- (b) There is neither expressed nor implied in the Agreement any condition, warranty or representation concerning the Aircraft or its fitness for any carriage.
3. All ground and operating personnel including cabin staff are authorized to take orders only from the Carrier, unless specific agreement has been made between the parties whereby certain instructions may be accepted by such personnel from the Charterer.

SCHEDULES

4. (a) The Carrier shall not be obliged to operate any flight except in accordance with the terms and conditions of this Agreement. In the event of any variation to any of the terms hereof at the request of or because of any act or omission of the Charterer or of any passengers carried on any flight or for any reason beyond the control of either party resulting in any deviation from such terms in the operation of any flight the Charterer, in addition to the Charter Price, shall pay to the Carrier any costs or expenses incurred by the Carrier arising out of such deviation. If the Aircraft is diverted from the destination specified in the Schedule, the flight shall be deemed completed when the Aircraft arrives at the airport to which has been diverted.
- (b) Any delay caused by any circumstances whatsoever beyond the reasonable control of the Carrier the Carrier reserves the right to deviate from the timings. The timings shown are also subject to approval of the appropriate airport authorities at all points specified. Whether scheduled or not.

CHARTERER'S OBLIGATIONS

5. (a) The Charterer shall comply with and cause all passengers and owners of the freight carried to observe and comply with all charter, customs, police, public health and other requirements and regulations which are applicable in the United Arab Emirates and countries in which landings are made. If at any time the Carrier shall have reasonable grounds to believe that the Charterer or any passenger or owner of the freight is violating or will violate any applicable laws, regulations or directions in respect of any flight, the Carrier may cancel the flight. In the event of such cancellation, the Charterer will pay cancellation fees in accordance with clause 2 of the Schedule (Part B) and the Charterer shall hold harmless and shall fully indemnify the Carrier in respect of any costs, expenses, claims or liabilities which it might incur by reason of such cancellation.
- (b) The Charterer hereby undertakes to ensure that all passengers will hold all necessary passports, visas, health and other certificates necessary to secure transit through any intermediate points and entry into the country of destination of the flight.

Initialled On Behalf Of Carrier		Initialled On Behalf of Charterer	<i>RB</i>
---------------------------------	--	-----------------------------------	-----------

- (c) If it is discovered or the Carrier has reason to believe that any passenger to be carried on a flight may not possess the necessary passport, visa, certificate or other documentation necessary to secure transit through any intermediate points or entry into the country of destination, the Charterer shall deposit with the Carrier a sum of money equal to the cost of returning the said passenger to the place of embarkation (or any other place required by official authorities) by scheduled service air carriage or any other means and any cost, or fine Carrier may incur. The money equal to the cost of returning the said passenger (excluding any fine or other cost) will be refunded to the Charterer when any such passenger has secured transit through any intermediate point or entry into the country of destination.
- (d) If the Carrier incurs any costs, expenses, charges or fines in respect of any passenger already carried or to be carried on any flight because but not limited to:
 - (i) the passenger is ill, drunk, or other incapable; or
 - (ii) the passenger is in breach of any law or other government direction or otherwise ;or
 - (iii) the Carrier is required by law or other government direction or otherwise to remove the said passenger from United Arab Emirates or any other place or country,

then the Charterer shall forthwith on demand reimburse the Carrier such costs, expenses, charges or fines.

- (e) If any delay in the commencement or completion of any flight is caused by the Charterer, or by anyone acting on its behalf, or any passenger carried or to be carried on any such flight, demurrage shall run against the Charterer for such delay at the rate specified in the Schedule, provided always that the Carrier shall have the option at any time after demurrage shall have started to run or cancel such flight but such cancellation shall be without prejudice to any claim the Carrier shall have against the Charterer for demurrage up to the time of such cancellation. For avoidance of doubt any such cancellation fee of 100% of the Charter Price applicable to such flight as if the flight has been cancelled one hour or less prior to departure by the Charterer.
- (f) If the Carrier shall be obliged to position the Aircraft at an airfield for any particular flight and due to any delay whether on the part of the Charterer, its servants or agents including any passenger or freight, the Aircraft shall not be ready for loading, then the Carrier shall have the right to reposition the Aircraft to such other place as it thinks fit and the Charterer shall bear the cost of and indemnify the Carrier against any costs and expenses incurred by the Carrier in repositioning the Aircraft.
- (g) The Charterer will supply the Carrier with a passenger manifest 48 hours before each flight. The Charterer shall ensure that each passenger to be carried in the Aircraft shall, where applicable, be provided with the information required by applicable law. The Charterer is obliged that the passenger manifest is correctly compiled and sent to the Carrier.
- (h) The Charterer shall not accept for carriage hereunder of any baggage or cargo which could reasonably be expected to cause damage to the Carrier's aircraft or which would not be adequately covered by insurances relating to the Carrier's aircraft or any items or substances whose possession or carriage is illegal or restricted under any applicable law or regulation or consisting of or containing a commodity classified as Dangerous Goods according to IATA Dangerous Good Regulations.

6. Carriage performed in pursuance of this agreement shall be subject to and governed by the terms of this Agreement, the Conditions of Carriage for Passengers and Baggage and other traffic documents of the Carrier so far as the same be applicable to carriage and all applicable laws, regulations and directions made by the United Arab Emirates General Civil Aviation Authority and other relevant authority. Traffic regulations (if any) of the Carrier are applicable to all passengers, baggage and cargo carried in the Aircraft. The Charterer shall ensure that all the said terms and conditions before referred to are incorporated into the contracts it makes with any passengers or cargo shippers for any flight. A copy of the Conditions of Carriage for Passengers and Baggage may be inspected on www.emirates.com or on demand at any office of the Carrier, and the Charterer shall be deemed to have taken notice of them, and shall make such conditions readily available to passengers and cargo shippers, whether or not he shall availed himself of his right to inspect them.

PAYMENT

- 7. (a) The Charter price shall cover the cost of operating the Aircraft including maintenance, landing, hangarage, parking, ground handling, remuneration and expenses of the Aircraft operating personnel and service to passengers during the flight. All other costs shall be for the account of the Charterer including, without prejudice to the generality of the aforementioned, all license fee, clearance fees, custom duties, passenger airport tax, transportation tax, security charges, any other passenger levies, town/air terminal and passenger transfer charges, ground accommodation refreshment and meal services to passengers, and cost of transportation to and from airports. It is the responsibility of the Charterer to be well informed on all costs and expenses which are the responsibility of or for the account of Charterer. The Charterer shall not be entitled to pledge the Aircraft of the credit of the Carrier for any purpose. The Charter price does not include – special catering and wines/spirits, royalties and non-objection fees.
- (b) Time shall be of the essence of each and every payment to be made pursuant to the Agreement. Without prejudice to any other remedies of the Carrier, the Charterer hereby agrees and undertakes that in the event that any payment or other amount payable by the Charterer herein is not paid on the date the same is due, then the Charterer shall on demand pay to the Carrier interest thereon from the date up to the date of actual payment (as well after as before judgement) at the rate of 3% p.a (three percent per annum) above fixed EBOR (United Arab inter bank offered rate) for US Dollars from time to time offered by the banks in Dubai participating in EBOR, which interests shall accrue from day to day and shall be computed on the basis of a year of 360 (three hundred and sixty) days.

Initialled On Behalf Of Carrier		Initialled On Behalf of Charterer	<i>RB</i>
---------------------------------	--	-----------------------------------	-----------

8. Unless otherwise provided the whole price of each flight shall be deemed to be earned at the time of commencement of that flight. If the Carrier through any breach of its obligations hereunder or otherwise be unable to perform or complete any flight, the Carrier shall under no obligation or liability whether in contract or in tort (including negligence) or otherwise howsoever to the Charterer beyond the refund of the Charter Price paid for such flight. Such obligation to refund the Charter Price shall not apply in the event of cancellation of any flight pursuant to Clause 5 (e) or 9 (b) of these Conditions.

CANCELLATION

9. (a) The Charterer may cancel any of the flights at any time prior to the commencement thereof by written notice subject to payment by the Charterer to the Carrier of the cancellation charges set out in the Schedule hereto. The Charterer will indemnify and hold harmless the Carrier against any losses, liabilities or expenses and against any claims of whatsoever nature from passengers, consignors or other persons arising in any way whatsoever from the cancellation by the Charterer.
- (b) The Charterer shall not be entitled to cancel any flight in favour of another carrier otherwise than with the written consent of the Carrier. In the event of such cancellations, the cancellation Clause in 2 of the Schedule (Part B) shall apply
- (c) The Charterer shall indemnify the Carrier against all losses and costs (including any currency exchange losses), howsoever arising, incurred or sustained by the Carrier in respect of any arrangements entered into by the Carrier to purchase or agree to purchase or otherwise compensate for the varying price of aviation fuel required to perform flight(s) mentioned in the Schedule (Part A) attached hereto which are subsequently cancelled.
- (d) Without prejudice to any other right or remedy of the Carrier this Agreement may be terminated and cancelled forthwith by the Carrier by notice to the Charterer:
- (i) if the Charterer commits any breach of this Agreement; or
 - (ii) if the Charterer ceases to hold any requisite permission or authority; or
 - (iii) if the Charterer is unable to pay its debts as they fall due, commits any act of bankruptcy, becomes insolvent or enters into any arrangement or composition with creditors or dies or goes into liquidation (other than voluntary liquidation for purposes of amalgamation or reconstruction).

CARRIER LIABILITY

10. (a) To the extent permitted by applicable law, the Carrier and its servants and agents shall have no liability whatsoever to the Charterer in respect of any losses, claims, damages or expenses arising from any breach by the Carrier of its obligations pursuant to this Agreement caused by any act, neglect, default or omission of any subcontractor or other person on whom the Carrier relies to perform any of its obligations hereunder or from any act, neglect, default or omission of the Charterer or its servants or agents.
- (b) Subject to reimbursement of the Charter Price as provided for in Clause 9 above, the Carrier shall have no further liability of any kind whatsoever to the Charterer in the event that the Carrier cancels or fails to operate or to complete any Flight pursuant to this Agreement for any reasons including:
- (i) labour disputes, strikes or lockouts whether actual or threatened and whether of the Carrier’s employees or agents or others upon whom the Carrier depends to perform its obligations hereunder; or
 - (ii) force majeure or any other cause beyond the control of the Carrier including but not limited to war (whether declared or not), hostilities, insurrection, civil commotion or rebellion, seizure under legal process, sanctions, quarantine, severe weather, Acts of God and accidents to or failure of the Aircraft or any part thereof of any machinery or apparatus in connection herewith; or
 - (iii) the refusal of untimely granting or withdrawal of any license or permit required for any flight; or
 - (iv) the lack of assurance of the availability of the aviation fuel of a standard acceptable to the Carrier ; or
 - (v) any act, neglect, default or omission whether willful or otherwise and whether amounting to negligence or not of the Carrier, provided that this sub – condition shall not apply where such exclusion of liability is prohibited by law.
11. Without prejudice to the generality of the aforementioned and for the avoidance of doubt the Carrier will not be liable to the Charterer for any direct, indirect or consequential loss or damage arising from its performance or failure to perform any of its obligations under this Agreement.
12. Carriage under this Agreement shall be subject to the rules and limitations relating to liability and all other provisions of the Convention for the Unification of Certain Rules relating to International Carriage by Air signed at Warsaw in 1929 as amended by the Hague Protocol 1955 and/or by Montreal Protocol No. 4 of 1975 and/or the Convention of the Unification of Certain Rules for International Carriage by Air signed at Montreal in 1999 (“the Convention”) as supplemented by the General Conditions of Carriage and applicable laws, statutes, orders, regulations or directives (including, where applicable, legislation of the European Union). Except as expressly provided thereby and to the extent permitted by applicable law, the Carrier does not accept and hereby excludes any and all liability whatsoever and howsoever arising for death, injury or delay of or any damage to passengers, baggage and cargo, whether occasioned by the willful or negligent act, default or omission of the Carrier, its servants or agents. Carriage under this Agreement which is not governed by the said Conventions shall be subject to all applicable laws which extend the provisions of the Conventions to such carriage or which otherwise limit the Carrier’s liability.
13. The Carrier and the Charterer will each use his reasonable endeavours to ensure that all the provisions of the Conventions and any applicable modifications thereto or any other applicable rules relating to the limitations of Carrier’s liability (whichever may be applicable to the carriage the subject of this Agreement) and all the obligations of the Carrier thereunder are duly observed.

Initialled On Behalf Of Carrier		Initialled On Behalf of Charterer	<i>RB</i>
---------------------------------	--	-----------------------------------	-----------

14. Except to the extent of the Carrier's liability pursuant to the Conventions, the Charterer will indemnify the Carrier against all claims, expenses and damages (including all legal costs) in respect of any liability of whatsoever nature to third persons (including but not limited to passengers, consignors and consignees) arising out of or in any way relating to the carriage to be performed pursuant to this Agreement and including any costs or expenses which the Carrier might incur pursuant to Regulation (EC) 261/2004 or any court rulings interpreting Regulation (EC) 261/2004. The Charterer will further indemnify the Carrier without limitation for any damage or loss of whatsoever nature caused to the Carrier, its servants or agents or to any aircraft or any equipment belonging to the Carrier, its servants or agents and for all persons and owners of all goods carried in the Aircraft whether tortious or constituting a breach of this Agreement or out of the cancellation or delay of any flight by the Charterer, its servants or agents or persons and owners of all goods carried in the Aircraft, whether or not cancelled or delayed in accordance with the terms of this Agreement.

CLAIMS HANDLING

15. Any claims arising out of personal injury, death, flight delays, or baggage loss or damage made by the Charterer's passengers transported by the Carrier pursuant to this Agreement shall be handled by the Carrier in accordance with its own claims handling procedures, which shall be applied to claims of the Charterer's passengers in the same manner and using the same standard as those for the Carrier's passengers.
16. The Carrier hereby represents and warrants to the Charterer that its claims handling procedures are fully in accordance with all relevant IATA rules and regulations and further assures the Charterer that all claims will be dealt with in accordance with the standards of claims handling of the international airline industry.

WARRANTIES AND COVENANTS

17. Notwithstanding anything to the contrary in the Conditions, the Charterer warrants and represents to and covenants with the Carrier that the carriage the subject of this Agreement is duly authorised and permitted pursuant to the laws of Dubai and the United Arab Emirates, of all countries of destination of each flight and of all countries in which intermediate stop are scheduled to be made.

MISCELLANEOUS

18. This Agreement is entered into by the Charterer both on his own behalf and as agents for all persons and the owners of all goods carried in the Aircraft. The Charterer hereby warrants that he authority to bind the passengers in all matters concerning the carriage the Subject to this Agreement.
19. If, in respect of flights for the carriage of baggage or cargo the Charterer requires insurance cover, he must make special arrangements to this effect with the Carrier and the premiums so incurred will be to the Charterer's account.
20. The Charterer is subject to civil and commercial law with respect to its obligations under this Agreement and the transactions contemplated hereby constitute private and commercial acts done for private and commercial purposes and neither the Charterer nor any of its assets is entitled in Dubai, the United Arab Emirates or elsewhere to any immunity against the Carrier on the grounds of sovereignty or otherwise from any legal action or proceeding (which shall include, without limitation, suit, attachment prior to judgement, execution or other enforcement).
21. The parties hereto acknowledge that this Agreement contains confidential information which if disclosed to third parties may cause commercial or other damage to either party. The Carrier and the Charterer mutually agree not to disclose, utter or communicate any of the provisions of this Agreement to third parties, other than to their respective legal advisers and/or as required by law without prior written consent of the other.
22. The Charterer is not entitled to assign this Agreement to any other party or to subcontract any part of any services to be provided by him hereunder without the prior written consent of the Carrier.
23. No Waiver, series of waivers or forbearance by either of the parties in respect of any breach of this Agreement shall be deemed to be a waiver or forbearance of any prior or subsequent breach or constitute a modification of any of the terms, covenants or conditions contained herein.
24. If any terms or provisions of the Agreement or the application thereof to any persons or circumstances shall to any extent be invalid or unenforceable, the remainder of this agreement or its application shall not be affected thereby and each term and provision of this Agreement shall be valid and shall be enforceable to the fullest extent permitted by law.
25. Any notice required to be given under this Agreement shall be sufficiently given if forwarded by registered post, telex, facsimile transmission to the address herein shared of the other party to whom it is to be given (or to such other address as is communicated from time to time) and every notice so sent shall be deemed to have been received and given in the case facsimile upon confirmed transmission and in the case of registered post within 48 (forty eight) hours of its posting.
26. This Agreement represents the entire agreement of the parties with regard to their respective obligations and understandings and neither party has relied upon any representation whether written or oral term except as it expressly contained herein.
27. Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be governed by and construed in accordance with English Law and subject to the exclusive jurisdiction of the Courts of the Dubai International Financial Centre.
28. References in these conditions to clause are to clauses in these Conditions, save where the context otherwise requires.

Initialled On Behalf Of Carrier		Initialled On Behalf of Charterer	<i>RB</i>
---------------------------------	--	-----------------------------------	-----------