

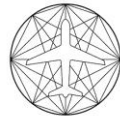


STANDARD TERMS & CONDITIONS FOR THE CHARTER OF AN AIRCRAFT

1. Introductory

1.1 In these conditions:

“the Aircraft”	means the aircraft identified in the Confirmation (or such substitute aircraft as may be assigned to the Programme in accordance with these Conditions) which is the subject of this Agreement for charter by the Company to the Charterer.
“the Charterer”	means the person, company, firm or body named in the Confirmation chartering or offering to charter any aircraft from the Company.
“the Charter Price”	means the charter price specified in the Confirmation.
“the Commander of the Aircraft”	the pilot, co-pilot or such other appropriate crew member or representative of the Company as may be designated as being in charge of the Aircraft and its operation at any time (whether before, or after the commencement of the Programme).
“the Company”	means Concierge U Limited (t/a Jet Concierge Club) of 54 Portland Place, London, W1B 1DY. Company Registration number 10781545.
“the Confirmation”	means the Company’s standard Charter Confirmation, which sets out the details of the proposed Programme, and which accompanies a copy of these conditions.
“Notable Special Event”	means any event to which the programme is connected that is likely (in the sole opinion of the Company) to give rise to an increase in demand for the provision of the private charter flights, for example (but without limitation) The British Grand Prix, or any Programme that lasts more than 48 hours.
“the Programme”	means the flight or any series of flights set out in the Confirmation including places of departure, places of arrival, any stopping points, any departure and arrival times and any particular agreed functions.
“the States”	means any countries, states, principalities or other territory over which the Aircraft flies during the course of the Programme.



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1.2 The terms upon which the Company is willing to charter aircraft to the Charterer with crew are contained in these Conditions and the Confirmation to the exclusion of all other terms, conditions, warranties and representations including in particular any such terms, conditions, warranties and representations specified by the Charterer in anyway. The Charterer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Company which is not set out in these Conditions or the Confirmation. No addition to or variation of these Conditions shall bind the Company unless accepted in writing by a director of the Company. In the case of any conflict between any terms specifically agreed by the Company and any of these Conditions the former shall prevail.

1.3 The Charterer's attention is drawn particularly to Conditions 7 and 8 which exclude or limit the Company's liability.

2. Confirmation of Programme

2.1 Following initial enquiries and discussions between the Charterer and the Company in respect of a given Programme, the Company will issue a Confirmation to the Charterer for signature.

2.2 The return of the Confirmation duly signed by the charterer (or its authorised representative) to the Company shall constitute the Charterer's acceptance of these Conditions and those contained in the Confirmation. For the avoidance of doubt, any amendments to the Confirmation or to these Conditions made by the Charterer shall not be accepted by the Company unless expressly accepted in writing.

3. Price and Payment

3.1 The Charter Price does not include any taxes, levies or charges (including without limitation VAT and custom duties) assessed or imposed by any airport or air navigation authority or taxing authority on or in connection with the performance of the Programme all of which shall be paid by the Charterer to the Company on demand (whether such demand is made before or after commencement of the programme).

3.2 Unless otherwise agreed, the Charter Price does not include car or other transport to or from airports or landing grounds for cargo and/or passengers and their baggage, nor does it include the cost of applicable airport taxes for passenger and/or cargo or wifi to satcom usage. However, all expenses of crew, running costs, maintenance, repairs, and hangarage are, save as provided in Conditions 3.1, 3.3, 4.1.3, 6.2, 6.3, 6.4 and 7.4 and all included in the Charter Price, save where such costs are increased due to any act or omission of the Charterer.

3.3 The Charter Price does not include any aircraft de-icing costs, which if, in the opinion of the Commander of the Aircraft are required, shall be borne by the Charterer at cost, the price of which shall be due and payable on demand by the company.



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- 3.4 The Charter Price shall be payable by the Charterer to the Company within 5 days of its signing and returning the Confirmation in accordance with Condition 2.2 or, if sooner, 48 hours prior to the commencement of the Programme. The Company shall not be liable for any losses, costs or expenses arising out of its failure to undertake preparatory work for the Programme, prior to receipt of payment of the Charter Price in full.
- 3.5 All payments under these Conditions shall be made in the agreed currency, as stated on the Confirmation, without any deduction or set-off whatsoever.
- 3.6 Time for payment is of the essence.
- 3.7 Without prejudice to any other remedy available to the Company, the Company may charge interest on a daily basis in respect of any amounts outstanding from the Charterer after the due date for payment, before as well as after any judgement and until receipt by the Company in full, at 2% above the then current base rate of Barclay's Bank plc (or, in its absence, a reasonable equivalent) compounded monthly, which the Charterer shall pay on satisfaction of the overdue payment in question.

4. Cancellation Charges

- 4.1 The Charterer may cancel this Agreement by notice in writing to the Company, subject to the following cancellation charges:
- 4.1.1 the Company reserves the right to charge and/or retain 100% of the charter price if the Programme is or relates to a Notable Special Event;
- 4.1.2 on other occasions the following charges shall be payable by the Charterer:

Amount of Notice of Cancellation Prior to commencement of the Programme	Cancellation Charge – as a percentage of the Charter Price
Cancellation after signature of contract	10%
Within 7 days of flight	35%
Within 72 hours of flight	75%
Within 24 hours of flight	100%

- 4.1.3 in addition to the charges referred to in Conditions 4.1.1 and 4.1.2, the Company may also charge the Charterer any expenses incurred by the Company in relation to the Programme up to the time of cancellation including, but no limited to, landing and/or parking charges, take-off and landing slot expenses, and any crew and pilot expenses (such as accommodation and/or sustenance). Any such additional charges shall be invoiced to the Charterer by the Company following cancellation.



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4.2 Any payments due to the Company pursuant to Condition 4.1 shall be payable by the Charterer within 5 days of the relevant cancellation or (if applicable) of receipt by the Charterer of the invoice referred to at the Condition 4.1.3. In the event that the Charterer has paid an amount in respect of the programme in advance and that sum is greater than the sum due following a cancellation pursuant to Condition 4.1, any excess shall be returned to the Charterer by the Company within 14 days of the relevant cancellation.

5. Company's Obligations and Discretion

- 5.1 The Company shall provide the Aircraft manned, maintained and equipped for the performance of the Programme, but shall provide no other services, either inflight or on the ground, unless specifically set out in the Confirmation.
- 5.2 The Company shall not be obliged to provide crew members that speak any other language other than English.
- 5.3 The Commander of the Aircraft shall have absolute discretion (and without liability of the Company to the Charterer) to refuse to carry any passenger, baggage or cargo, to decide whether, when and how a flight may safely and legally be undertaken, where and when the Aircraft should be landed, and generally as to all matters relating to the safety and/or operation of the aircraft.
- 5.4 The maximum number of passengers shall be specified in the Confirmation.
- 5.5 Unless otherwise specifically agreed, the Company may at its discretion and without compensation to the Charterer use any part of the carrying capacity of the Aircraft unused by the Charterer for the programme and any part of the programme unused by the Charterer, provided that it does not interfere with the Programme.
- 5.6 The Company shall, in its absolute discretion, be entitled to substitute the Aircraft, the Commander of the Aircraft, any crew member or any other specific aspect of the Programme details in the Confirmation for another reasonably suitable alternative, whether or not operated by the Company.
- 5.7 The Company is not a common carrier and does not accept the obligations of a common carrier and, to the fullest extent permitted by law, any such obligation that may be implied into these Conditions is hereby expressly excluded.

6.0 The Charterer's Obligations

- 6.1 The Charterer agrees to present all relevant passengers, baggage and cargo at the times and in the places stated in the Confirmation in all aspects ready to commence embarkation or loading.
- 6.2 Notwithstanding the provisions of condition 7.1 the Charterer shall be liable to the Company for all waiting time and any time spent loading or unloading the Aircraft in excess of the appropriate lay time (if any) specified in the Confirmation or of what is otherwise reasonable in the sole opinion of the Company, where any such excess is due to any act or omission of the Charterer, its representatives or any of its passengers.

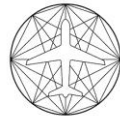


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- 6.3 The Charterer shall be responsible for any applicable immigration and customs charges.
- 6.4 The Charterer will ensure that all passengers hold all necessary passports, visas, immigration documentation, health certificates and other similar documents and will be responsible for any costs of repatriation of destination which may be incurred including in particular (without limitation) any payments required under the Immigration Act 1971 or the Immigration and Asylum Act 1999 or any similar legislation in the United Kingdom or any other country.
- 6.5 The Charterer shall, and shall procure that all passengers shall, comply with instructions given by the Commander of the Aircraft whilst on board the Aircraft and whilst at any boarding or disembarkation area at any airport. The Charterer shall, and shall procure that all passengers shall, comply with all instructions issued by the Company in relation to health and safety, and the carriage of baggage or cargo on the Aircraft.
- 6.6 The Charterer shall, and shall procure that all passengers have packed their own luggage, have had it on their person at all times and must not carry luggage of any description on the behalf of anybody else. The luggage must be packed correctly following the dangerous goods regulations as outlined in Section 10 of this document.
- 6.7 The Charterer shall, and shall procure that all passengers will not smoke whilst on board the Aircraft and whilst at any boarding or disembarkation area at any airport. Should any such incidents occur the charterer will be responsible for all and any such associated costs for cleaning, repair/rectification work and fines/penalties without limitation.

7. Non-performance, Delay, Variations and Diversions

- 7.1 Without prejudice to the Company's right under Condition 6.2, if the performance of the Programme is prevented or delayed by any act or omission of the Charterer or anyone under its control or acting on its behalf (including, without limitation, by any passenger, baggage or cargo arriving later than 20 minutes before the agreed scheduled departure time) the Company may at its discretion and without liability:
- 7.1.1 depart as scheduled; and/or
- 7.1.2 delay departure for up to 2 hours during which time the Charter Price will be payable as if the Aircraft were airborne; and/or
- 7.1.3 reduce the duration of the Programme if necessary to prevent the pilot of the Aircraft and/or the Aircraft crew exceeding the number of hours for which they are legally entitled to work; and/or
- 7.1.4 cancel the Programme, following which cancellation the Charterer shall pay all the cancellation costs as set out in Condition 4 as if the Charterer had cancelled the Programme after the commencement of the Programme.
- 7.1.5 and the Charterer shall indemnify the Company and hold the Company harmless against, any loss, damage, costs and expenses of any kind incurred by the Company and arising wholly or partly out of the relevant act or omission of the Charterer or those under its control.



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- 7.2 In the event of non-performance, partial performance or delay of the Programme (or any part of it) resulting in wholly or partly from technical breakdown of or accidental damage to the Aircraft or any part of it or any event of force majeure or occurrence or circumstance of any kind beyond the Company's control, including (without limitation) the acts or omissions of third parties, industrial action, weather, atmospheric or environmental conditions, natural disaster, act of terrorism, war or the act of any authority, the Company shall have no liability to the Charterer. In the event of a partial performance of the Programme pursuant to this Condition 7.2, the Charterer shall be liable to pay such proportion of the Charter Price as is referable to that part of the Programme which has been performed, and all expenses attributable thereto, and anything in excess of such sums that has already paid by the Charterer shall be refunded by the Company. The Company's determination of the referable part of the Charter Price and connected expenses shall be conclusive.
- 7.3 Neither the Company or the Commander of the Aircraft shall be required to agree to any variation to the Programme, or any matter referred to in the Confirmation. In the event of any variation from or addition to the Programme at the request of the Charterer and agreed to by the Company or the Commander of the Aircraft, the Charterer shall pay, on demand, for additional flying hours where appropriate at the hourly rate applicable to the Programme or such rate stated by the Company which is reasonable having regard to the Charter Price and any expenses or losses arising from or connected with the variation from or additional to the Programme, together with all expenses of any kind connected therewith (including, without limitation, any transport, accommodation and subsistence expenses incurred by the crew (if relevant) and any engineering staff).
- 7.4 The Company shall use reasonable endeavours to perform and complete the Programme but may, in its absolute discretion, vary the programme if the Company or the Commander of the Aircraft considers it necessary or advisable in the interests of safety, legality, the protection of the Aircraft, or any other reason. In such circumstances, any resultant additional flying hours, expenses and any other losses of any kind incurred by the Company, shall be payable on demand by the Charterer.
- 7.5 The Company shall use reasonable endeavours to perform the Programme in accordance with any times indicated but such times are not guaranteed and (without Prejudice to the generality of Condition 7.2 of these Conditions) the Company shall have no liability for reasonable delay, and time of performance shall not be of the essence.
- 7.6 If, for any reason whatsoever, the Aircraft is unable to reach the scheduled destination or stopover or if, in the opinion of the Commander of the Aircraft or the Company, it is undesirable for any reason (including without limitation in the interests of the safety of the Aircraft or the passengers or the cargo, or if, in the opinion of the Company or the Commander of the Aircraft the Aircraft is likely to be delayed in such scheduled destination or stopover) for the Aircraft to attempt to proceed to such scheduled destination or stopover, the Commander of the Aircraft or the Company may substitute therefor such other reasonable alternative place (including the place from which the aircraft departed) in discharge of the obligations of the Company under these conditions. Such a right of substitution may be exercised before or after the Aircraft has left any place of departure and whether or not the aircraft is in the air or on the ground. The right of substitution shall apply in respect of any journey to any destination.



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7.7 In the event of the Company assigning a substitute Aircraft from a third-party Carrier to the programme in accordance with these Conditions, then the General Terms of Air Charter Brokerage shall apply. Available upon request.

8. Insurance, Liability and Indemnity

8.1 The Company shall maintain in full force and effect during the term of the Programme such policy or policies of insurance as it considers reasonably appropriate to cover the risks associated with performance of the Programme, but which does not limit the amount that can be claimed in respect of a single claim for bodily injury and/or property damage to third parties including passengers and/or passenger's baggage and/or cargo.

8.2 Nothing in these conditions shall limit or exclude the Company's liability for death or personal injury caused by its negligence, or that of its employees, agents or subcontractors, or for fraud or fraudulent misrepresentation.

8.3 Subject to Condition 8.2, the Company's total liability to the Charterer in respect of all other losses arising under or in connection with the Programme and the contract for charter of the Aircraft, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the Charter Price.

8.4 The Company shall not be liable to the Charterer, whether in contract, tort (including negligence), breach of statutory, or otherwise, for any loss of profit, or any indirect or consequential loss of any type arising under or in connection with these Conditions, the Programme or the contract for the charter of the Aircraft.

8.5 The Company will not have any liability whatever to third parties, and the Charterer shall indemnify and hold the Company harmless against any loss, damage, costs, claims and expenses of any kind in respect of any liability whatsoever to third parties, in each case in so far as such liability arises wholly or partly out of any of the following:

- (a) any breach of contract by the Charterer (including in particular, without limitation, the Charterer's failure to provide equipment, materials, accessories, or ground services or facilities reasonably suitable for the Programme);
- (b) any wrongful or negligent act or omission of the Charterer or its employees, agents or sub-contractors or any passenger or owner of baggage or cargo carried at the Charterer's request;
- (c) any damage to, destruction of or loss of use of any property supplied by or at the request of the Charterer and in the care, custody or control of the company.
- (d) Any aircraft damage, destruction of or loss of use of aircraft supplied by the request of the Charterer and in the care, custody or control of the company.



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9. Compliance with Regulations

The Aircraft shall be used only in accordance with the laws and regulations of the United Kingdom and the States in accordance with any Air Navigation Orders, Regulations and Directions in force in the country of registration of the Aircraft at the time of performance of the Programme. The Charterer shall comply and shall procure that all passengers and owners or other persons having any interest in goods carried in the Aircraft shall comply with all relevant customs, police, public health and other lawful regulations in the United Kingdom and the States. The Company shall, at its own expense, apply for and use its reasonable endeavours to procure the grant of all licences and permits required by law of the United Kingdom or of any State for the performance of the Programme and any such performance shall be conditional upon the timely grant and validity of such licences and permits. The Charterer warrants that it will comply with all conditions of such licences or permits to be observed or performed by it and it will procure such compliance on the part of all passengers and owners or other persons interested in baggage or cargo to be carried on the Aircraft. The Charterer shall, as soon as possible, on request by the Company, provide the Company with all and any information that the Company may require in order to apply for any licences and/or permits and to complete any travel documents which the Company may be obliged to issue.

10. Dangerous Goods

- 10.1 You must not include in your baggage without consent or prior arrangement with the Carrier (ICAO Technical Instructions for the Safe Transport of Dangerous Goods by Air (Doc 9284) refers), Electronic Cigarettes, compressed gas (flammable, non-flammable and poisonous), bleach, incapacitating sprays, ignitable gas devices, corrosives (such as acids, wet batteries), explosives, munitions, fireworks and articles which are easily ignited; flammable liquids and solids (such as flammable aerosols, lighter or heater fuels, matches/lighters), oxidising materials; poisons; radioactive materials; other restricted articles (such as mercury, magnetic material, offensive or irritating materials).

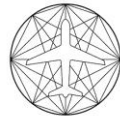


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10.2 If your device is operated by lithium batteries, please refer to the below guidelines with regards to its carriage either in your carry-on baggage or checked-in baggage.

Type of Battery	Allowed in carry-on baggage		Allowed in checked baggage		Operator Approval
	In equipment	In spares	In equipment	In spares	
Lithium ion metal (with watt hour less than 100wh and Lithium content less than 2 grams) Examples: Laptops, mobile phones, digital/video cameras, rechargeable battery packs etc.	YES	YES When protected from damage and short circuit. Reasonable amount for reasonable use.	YES	NO	NO
Lithium ion metal (with watt hour between 100 and 160wh / Lithium content between 2 and 8 grams) Examples: Video equipment, Portable Medical Devices, rechargeable battery packs etc	YES	YES When protected from damage and short circuit. Limit 2 batteries per passenger.	YES Must be protected from inadvertent activation.	NO	YES
Lithium ion metal (with watt hour more than 160wh / Lithium content more than 8 grams) Examples: Electric Segway, electric bicycle, underwater lamps etc.	NO	NO	NO	NO	N/A

- 10.2.1 Never carry damaged or recalled batteries or equipment on aircraft.
- 10.2.2 Spare lithium batteries are not permitted to be checked-in (hold) baggage.
- 10.2.3 Rechargeable battery packs e.g power banks, are treated as spare lithium batteries. Carriage of these are subject to local regulations.
- 10.2.4 Lithium batteries installed in equipment may be carried in checked-in (hold) baggage.
- 10.2.5 All battery powered equipment/devices must be packaged to prevent inadvertent activation and spare batteries should be in the manufacturers packaging where possible. If not, you must protect it from short circuit and damage. You can protect the battery from short circuit by placing electrical tape over the terminals or by placing it in a protective case or strong plastic bag.



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- 10.2.6 Portable Electronic Devices e.g iPads, Laptops, Kindles etc, on board aircraft must not be plugged into the in-flight power when not in use (e.g charging).
- 10.3 If flying to the United Kingdom from Egypt, Jordan, Lebanon, Saudi Arabia, Tunisia or Turkey the following cabin baggage restrictions will apply:
- 10.3.1 You will not be permitted to carry laptops, tablets and larger mobile phone devices in your hand baggage. Only mobile phones devices below Length: 16cm, Width: 9.3cm, Depth: 1.5cm are allowed in the cabin.
- 10.3.2 Peripheral devices (which can be attached to a laptop, tablet or larger mobile phone) are also subject to restriction if they exceed Length: 16cm, Width: 9.3cm, Depth: 1.5cm. Keyboards, power cable transformers and external hard drives will not be allowed in the cabin. Spare or separate device batteries and portable power sources cannot be carried on board the aircraft in either cabin or hold baggage.
- 10.3.3 Any laptops, tablets, larger mobile phones or peripheral devices which are still permitted to be carried in your checked-in (hold) baggage must be switched off (not in sleep or hibernation mode) before being checked-in. The items should be packed in protective packaging to prevent unintentional activation.

11. Assignment

The Charterer shall not be entitled to assign the benefit of this agreement to any other person without the consent in writing of a duly authorised director of the Company but the Company may procure the various performances of its obligations hereunder by anyone or more other person, firm or company.

12. Severance

- 12.1 If a court or other competent body finds that any provision of these Conditions (or any part of any provision) 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 provisions of the other provisions of these Conditions shall not be affected.
- 12.2 If any invalid, unenforceable or illegal provision of these Conditions 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.



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13. Notices

All notices and other communication in connection with this Agreement shall be in writing and either delivered by hand or sent by email or fax in the case of the Company to such address as it may have notified for such purposes, or in the absence of such notification, to its registered office, and in the case of the Charterer to its address last known to the Company. Notices shall be considered served upon delivery in the case of delivery by hand and, in the case of transmission by email or fax, at the time of transmission where such email or fax is correctly addressed (or sent to the correct number) and where the sending party does not receive an error message in respect of such transmission.

14. Governing Law

14.1 This agreement shall be construed in accordance with the Laws of England and Wales.

14.2 Both the Company and the Charterer hereby irrevocably agrees, for the sole benefit of the Company that, subject as provided below, the courts of England and Wales shall have an exclusive jurisdiction over any dispute or claim arising out of or in connection with these Conditions or the contract for the charter of the Aircraft, its subject matter or formation (including non-contractual disputes or claims). Nothing in this condition 14.2 shall limit the right of the Company to take proceedings against the Charterer in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

15.0 Personal Information

15.1 Personal information which you supply to us will be used for the booking of charter flights, both current and future. We may also use this to contact you with information regarding our services.

15.2 We share your information with the relevant border agencies to ensure clearance on arrival and departure from all ports.

15.3 We do not disclose any information to any company outside of Concierge U Limited (T/A Jet Concierge Club) except for that stated in 15.2.

15.4 The above information is inclusive of passport / driving licence information which will be kept until the expiry of the document.

15.5 For further information on how your information is used, how we maintain the security of your information, and your rights to access information we hold on you please contact our Data Privacy Manager, Mr Stephen Lawrinson.
Telephone: +44 (0) 208 183 0525, E-mail: Stephen.Lawrinson@jetconcierge.co.uk