



AIRCRAFT CHARTER AGREEMENT

TERMS AND CONDITIONS

These Terms and Conditions, together with the Flight Confirmation, constitute the agreement (“the Agreement”) upon which TITAN will charter the Aircraft to the Charterer and the Charterer will charter the Aircraft from TITAN.

1. Definitions and interpretation

1.1 In this Agreement, capitalised expressions shall, except where the context otherwise requires, have the meanings given to them in the Flight Confirmation or below:

- (a) Business Day shall mean a day, not being a Saturday or Sunday, on which banks are open for business in London, New York (if any payments under this Agreement are to be made in US Dollars), and (if different) the place of incorporation of the Charterer;
- (b) Charter Period shall mean the period beginning on the day of the first Flight and ending on the day of the last Flight;
- (c) Conditions of Carriage means TITAN’s conditions of carriage for passengers, the current version of which can be found at www.titan-airways.co.uk;
- (d) Convention means whichever of the following instruments is or are applicable:
 - the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw on 12 October 1929 (hereinafter referred to as the “Warsaw Convention”)
 - the Warsaw Convention as amended at the Hague on 28 September 1955

- the Warsaw Convention as amended by Additional Protocol No 1 of Montreal (1975)
 - the Warsaw Convention as amended at The Hague and by Additional Protocol No 2 of Montreal (1975)
 - the Warsaw Convention as amended at The Hague and by Additional Protocol No 4 of Montreal (1975)
 - Guadalajara Supplementary Convention (1961)
 - The Convention for the Unification of Certain Rules for international Carriage by Air, signed at Montreal on 28 May 1999;
- (e) Crew means TITAN's flight deck and cabin crew;
- (f) EUR or € shall mean the lawful currency of the eurozone;
- (g) Event of Default means any of the events specified in Clause 8.4;
- (h) Flight(s) means a flight(s) specified in the Flight Schedule;
- (i) Force Majeure shall mean any cause or event beyond the reasonable control of TITAN, including but not limited to war, hostilities, civil commotion or rebellion, seizure under legal process, sanctions, quarantine restrictions, labour disputes strikes or lockouts, unusually severe weather, volcanic ash clouds, acts of God or the Queen's enemies and any accident to or failure of the Aircraft or any part thereof or any machinery or apparatus in connection therewith which could not have been reasonably foreseen or prevented by TITAN;
- (j) GBP or £ shall mean the lawful currency of the United Kingdom;
- (k) Government Entity shall mean and include (i) any national government, political subdivision thereof, or local jurisdiction therein, (ii) any board, commission, department, division, organ, instrumentality, court, agency, central bank or taxing authority of any thereof, however constituted; and (iii) any association, organisation, or institution of which any thereof is a member or to whose jurisdiction any thereof is subject or in whose activity any thereof is a participant;
- (l) Losses shall mean all costs, expenses, payments, charges, losses, demands, liabilities, claims, actions, proceeding, penalties, fines, damages, judgements, orders or other sanctions;
- (m) Party shall mean either TITAN or the Charterer (together, the "Parties");
- (n) State of Registration means the United Kingdom;

- (o) Taxes shall mean all present and future taxes, levies, deductions, withholdings, imposts, duties, fees or charges of whatever nature and by whatever name called and wheresoever imposed, including, without limitation, any sales, use, franchise, transfer, personal property, business occupation, customs, stamp, interest equalisation, corporation income, gross receipts, turnover, value added or similar tax, levy, deduction, withholding import duty, export duty, fees or charges at the rate applicable for the time being imposed by any Government Entity together with any interest charged thereon and fines and penalties in respect thereof, but excluding taxes imposed on the income, revenue or capital gains of TITAN;
- (p) Traffic Documents means all passenger tickets, baggage checks, airway bills or other applicable documentation required under the Convention or other applicable law; and
- (q) USD or \$ shall mean the lawful currency of the United States of America.

1.2 References in this Agreement to:

- (a) Clauses or Annexes are, unless otherwise specified, references to clauses of, and annexes to, this Agreement; and
- (b) any statutory or other legislative provision shall be construed as including any statutory or legislative modification or re-enactment thereof, or any substitution therefore.

1.3 Headings in this Agreement are for ease of reference only and shall not affect in any way the construction or effect of this Agreement.

1.4 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.

1.5 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.

1.6 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.

1.7 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. **Charter of Aircraft**

- 2.1 Subject to this Agreement, the Aircraft shall be made available by TITAN to the Charterer for the performance of the Flights on the dates specified in the Flight Schedule.
- 2.2 The Charterer acknowledges that this Agreement does not involve the transfer of possession or control of the Aircraft to the Charterer or the creation of any interest in the Aircraft in favour of the Charterer.

3. **Charter Price and Payment**

- 3.1 The Charterer shall pay to TITAN the Charter Price at the time(s), in the currency and the amount(s) specified in the Flight Confirmation.
- 3.2 The Charter Price may be varied by TITAN, at TITAN's discretion, to reflect :
- (a) any increase due to the action of any Government Entity, including, without limitation, the imposition of new, or the revision of existing, duties, taxes, imposts or dues;
 - (b) any variations arising from carbon taxes;
 - (c) any variations in the cost of aviation fuel, transportation charges and throughput charges, taxes or duties; or
 - (d) any variations due to other unforeseen circumstances;

unless stated otherwise in the Flight Confirmation.

- 3.3 The Charter Price includes the costs of fuel, insurance, maintenance, oil, fluids, route and terminal navigation charges, Eurocontrol, landing and parking, standard ground handling, cleaning, cabin service to passengers during a Flight and the remuneration and expenses of the Crew.
- 3.4 The Charter Price excludes the cost of overflying, diplomatic and slot clearances, royalties, no objection fees, traffic right charges, all passenger taxes, passenger service charges, air passenger duty, baggage screening charges and security charges, and any other costs, expenses and ancillary charges that are incurred in the execution of the Flight(s) and that are not expressly included in the Charter Price (including, without prejudice to the generality of the foregoing, all customs, transportation and other taxes, town, terminal and passenger transfer charges to and from the departure and arrival airports unless otherwise specifically agreed to the contrary herein, clearance fees, customs duties, and ground accommodation costs).

- 3.5 The Charterer undertakes to pay or to reimburse TITAN in respect of, and to indemnify and hold TITAN harmless from and against, all costs, taxes, duties and charges listed in Clause 3.4. Any such costs and charges as are paid by TITAN on behalf of the Charterer shall be invoiced to the Charterer and promptly paid by the Charterer.
- 3.6 All payments under this Agreement shall be made without any set off, counterclaim, withholding or deduction of any kind whatsoever. In the event that the Charterer is obliged by law to withhold Taxes the Charterer shall pay such additional amounts as are required to ensure that TITAN shall receive free and clear of all Taxes the due amounts.
- 3.7 The Charter Price and all other sums payable by the Charterer to TITAN under this Agreement are exclusive of any value added tax, turnover tax or similar tax payable in respect of such sums, and the Charterer shall, in addition, pay to TITAN the amount of any such value added tax, turnover tax or similar tax as may be required from time to time by law to be paid by the Charterer to TITAN.
- 3.8 All amounts payable to TITAN under this Agreement from time to time shall be paid in immediately available funds to TITAN's Bank Account or such other bank account as TITAN shall designate in writing.
- 3.9 Except as otherwise expressly provided in this Agreement, the Charterer shall indemnify TITAN from and against all present and future Taxes which may be levied or imposed on TITAN by any Government Entity.
- 3.10 Without prejudice to any other remedies of TITAN, the Charterer hereby agrees and undertakes that in the event the Charter Price or other amount payable by it hereunder is not paid on the date the same is due then it shall on demand pay to TITAN interest thereon from the due date up to the date of actual payment (as well after as before judgement) at the Default Rate, which interest shall be accrue from day to day and be computed on the basis of a year of three hundred and sixty five days.

4. **Documents**

- 4.1 All carriage performed pursuant to this Agreement shall be subject to the Conditions of Carriage. The Charterer shall procure that the Conditions of Carriage are included in all contracts it makes with any passengers and/or freight forwarders or shippers in respect of any Flight(s).
- 4.2 The Charterer shall ensure that all Traffic Documents are completed in such form as TITAN may require, as soon as practicable, and that all properly completed Traffic Documents are delivered to all passengers and/or shippers in accordance with TITAN's requirements and/or all applicable laws, regulations, treaties, conventions and directives.
- 4.3 The Charterer shall provide TITAN with a full passenger list and any other necessary information as soon as possible and in any event not less than seventy-

two hours before the scheduled time of departure of each Flight, or such longer period as will enable TITAN to comply with any applicable APIS (Advanced Passenger Information) requirements.

5. **Flight Times, Loading and Embarkation**

5.1 Flight times and/or schedules as set out in the Flight Schedule, or as otherwise quoted by TITAN to the Charterer, are approximate estimates only and are not guaranteed by TITAN, who shall be entitled at any time to deviate from such flight times and/or schedules and/or to reduce the specified payload.

5.2 TITAN shall only be responsible to passengers for the provision, or the cost of providing, any accommodation, refreshments or meals or for any additional costs, losses or damages incurred by or in respect of any passenger as a consequence of any delay, deviation or diversion of any Flight if such responsibility is stipulated in EC Regulation 261/2004 or any other applicable law. If TITAN is required by EC Regulation 261/2004 or any other applicable law to do so, TITAN shall provide such meals, surface transport and hotel accommodation as it may consider to be reasonably required. The Charterer shall indemnify and keep indemnified TITAN from and against any and all Losses (including legal costs) arising in respect of any passenger's rights in the event of denied boarding, cancellation or delay of any Flight, whatsoever the cause, except if the delay, deviation or diversion of such Flight is a direct result of the unserviceability of the Aircraft and arises for technical reasons within the control of TITAN.

5.3 Should any passenger or any passenger's baggage fail to arrive at the specified check-in point by the time required, the Aircraft may depart as scheduled without such passenger or passenger's baggage, and TITAN shall be deemed to have completed its contractual obligation to the Charterer and shall in no way be responsible for, or liable to, any such passenger(s) or the Charterer.

5.4 TITAN shall not be obliged to delay any departure beyond its scheduled time of departure. If, in TITAN's opinion, it is necessary to do so by reason of:

- (a) any passenger or his baggage not being ready for embarkation as provided for in Clause 7.7 below; or
- (b) any act, omission or default on the part of the Charterer or any person acting on its behalf, or any passenger carried or to be carried on such Flight,

TITAN shall be entitled to cancel the affected Flight(s) and to recover the applicable Cancellation Charges from the Charterer as if the Charterer had cancelled such Flight.

5.5 If any departure or arrival of the Aircraft hereunder shall be delayed by reason of:

- (a) any passenger, cargo or baggage not being ready for embarkation as provided in Clause 7.7 below; or

- (b) any act, omission or default on the part of the Charterer, or anyone acting on its behalf, or any passenger carried or to be carried on such Flight;

then TITAN shall be entitled to be paid by the Charterer the full amount of all Losses (including any Losses resulting from off-slot operations at the airport of departure or arrival or from the consequences thereof) which TITAN may suffer or incur as a result of the delay, together with flight demurrage at the Demurrage Rate for every hour of delay over two hours.

- 5.6 Loading and unloading of the Aircraft shall be at the Charterer's expense, and the Charterer shall provide such equipment and material for the packing and securing of items to be carried in the Aircraft as TITAN may reasonably require or as may be required to comply with any decision of the Captain of the Aircraft under Clause 5.8.
- 5.7 TITAN shall be entitled to use any part of the carrying capacity of the Aircraft in excess of that specified in the Flight Confirmation, and any part of the carrying capacity specified in the Flight Confirmation left unused by the Charterer on any Flight, without any compensation, payment, reduction or refund becoming due to the Charterer.
- 5.8 The Captain of the Aircraft shall have complete discretion concerning the preparation of the Aircraft for 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, where landings should be made, and all other matters relating to the operation of the Aircraft, and the Charterer shall accept all such decisions of the Captain as final. TITAN shall not be liable to the Charterer for any Losses of whatsoever nature and howsoever arising whether in contract or tort or otherwise as a result of any of the decisions made under this Clause 5.8.
- 5.9 TITAN may in any event, without any liability to the Charterer or to any passenger, refuse to carry or remove en route, if appropriate, any passenger or his baggage where, in the exercise of its reasonable discretion, TITAN decides that:
 - (a) such action is necessary for reasons of safety;
 - (b) such action is necessary in order to comply with any applicable laws, regulations or orders of any state or country to be flown from, into or over;
 - (c) the conduct, status, age or mental or physical condition, including impairment from alcohol or drugs, of the passenger is such as to:
 - (i) require special assistance of TITAN;
 - (ii) cause discomfort or make himself objectionable to other passenger(s); or

- (iii) involve any hazard or risk to himself or other persons or to property;
- (d) such action is necessary because the passenger has failed to observe the instructions of TITAN;
- (e) the passenger has failed to submit to or pass any security check;
- (f) the passenger's baggage has not been cleared by all appropriate baggage screening checks;
- (g) the passenger does not appear to be properly documented;
- (h) the passenger may seek to enter a country through which he is in transit;
- (i) the passenger may destroy his or her documentation during flight;
- (j) the passenger will not surrender travel documents, to be held by the Crew, against receipt, when so requested by TITAN;
- (k) the person presenting the ticket cannot prove that he is the person named on the ticket or the ticket otherwise appears to have been acquired unlawfully or otherwise than from TITAN or the Charterer or has been reported as being lost or stolen or is a counterfeit; or
- (l) the passenger is not in possession of a valid ticket or coupon, or any part of the passenger's ticket or coupon has been mutilated, altered by anyone other than TITAN or the Charterer; or
- (m) the passenger's attire and/or articles carried or to be carried by the passenger are likely to be offensive to any other passenger(s) and/or member(s) of the Crew.

5.10 In the event that it is necessary in the reasonable opinion of the Captain of the Aircraft or TITAN for the Aircraft to be diverted in flight or delayed because of:

- (a) any act or omission of the Charterer or any passenger;
- (b) the need to remove any passenger for a reason set out in Clause 5.9 above;
- (c) a decision by any Government Entity;
- (d) a decision by the Captain of the Aircraft under Clause 5.8; or
- (e) a Force Majeure event beyond the control of TITAN,

then the Charterer shall indemnify TITAN against any Losses which TITAN may incur as a result thereof.

6. **Aircraft, Flight Schedule and Crew**

- 6.1 TITAN shall provide the Aircraft to the Charterer at the commencement of each Flight properly manned and equipped, fuelled and airworthy in accordance with the laws and regulations of the State of Registration, and the Aircraft shall be operated in accordance with all applicable laws and regulations during each Flight.
- 6.2 TITAN and the Charterer may agree changes to the Flight Schedule at any time after the signature of this Agreement and during the Charter Period. All changes shall be agreed in writing.
- 6.3 TITAN will use reasonable endeavours to perform the Flight Schedule and to agree changes to the Flight Schedule proposed by the Charterer, but will be entitled to refuse to perform any Flight (at any time prior to taking off) if:
- (a) for any reason it is contrary to any applicable regulation for the Aircraft, TITAN or the Crew to operate the proposed Flight;
 - (b) TITAN, on reasonable grounds and/or as advised by its insurers, judges the risk of flying to a proposed destination to be unacceptable;
 - (c) the performance of the Flight would be outside the operational limitations of the Aircraft;
 - (d) TITAN is not permitted, by any regulation or restriction imposed by the State of Registration or any other applicable authority, to operate the Flight; or
 - (e) any permit, consent, overflight permission, licence or approval from any relevant authority that is necessary for the operation of the Flight by the Aircraft has not been obtained.
- 6.4 The Charterer will use reasonable endeavours to assist TITAN with obtaining any required overflight permissions, permits or non-objections. TITAN shall have no liability to the Charterer if, for any reason outside TITAN's control, a planned Flight cannot take place.
- 6.5 The Crew shall only take instructions from TITAN unless specific written agreement shall first have been obtained from TITAN whereby certain defined instructions may be accepted by such personnel from the Charterer.

7. **The Charterer's Obligations**

- 7.1 The Charterer shall not pledge the Aircraft or the credit of TITAN for any purpose whatsoever and shall not create or allow to exist any pledge, lien, attachment, encumbrance or other security interest in or over the Aircraft.
- 7.2 The Charterer shall not do or allow to be done any act or thing which might be expected to jeopardise the rights of TITAN in the Aircraft.

- 7.3 The Charterer shall not do anything which may expose the Aircraft or any part thereof to penalty, forfeiture, seizure, arrest, impounding, detention, confiscation, taking in execution, appropriation or destruction.
- 7.4 The Charterer shall comply with and shall ensure that all passengers and owners of cargo shall comply with all relevant customs, police, public health, immigration and other lawful regulations of the State of Registration and of any other state to, from or over which the Aircraft is or may be flown pursuant to this Agreement.
- 7.5 The Charterer shall comply in all respects with and ensure compliance by its passengers in all respects with the conditions of all licences and authorities granted for the Flight(s).
- 7.6 The Charterer shall ensure that all passengers hold all necessary passports, visas, health or other certificates to secure transit through any intermediate ports and entry into the country of destination of the relevant Flight and the Charterer will hold harmless and indemnify TITAN immediately on demand, if any authority refuses entry to any passenger(s) in any circumstances, for the costs of transporting that/those passenger(s) to any point deemed appropriate by such authority together with the costs of accommodation, fees and charges of whatsoever nature arising from denied entry.
- 7.7 The Charterer shall be solely responsible for ensuring that all passengers and their baggage and any freight or cargo to be carried on any Flight(s) shall be available at the specified check-in point at the departure airport for check-in formalities in sufficient time before the scheduled time of departure for each Flight to be carried on such Flight.
- 7.8 On any Flight performed under this Agreement:
- (a) the Charterer shall not require or permit the transportation of hazardous or perilous cargo, or animals, including birds and reptiles, or items that are considered by TITAN to be unsuitable for carriage because they are dangerous, or because of their weight, size, shape or character, or because they are fragile or perishable;
 - (b) the Charterer shall not require or permit the transportation of dangerous goods or weapons without the prior written consent of TITAN. The Charterer acknowledges and accepts that radioactive material cannot be accepted for carriage on the Aircraft. Where dangerous goods are offered for carriage, a copy of the Notification to Captain shall be sent to Titan Operations by e-mail (ops@titan-airways.co.uk) or fax (+44 1279 680110). Information regarding procedures employed by the Charterer and its agents, and audits on third party service providers, shall be made available to TITAN on request; and

- (c) the Charterer shall ensure that all carriage of cargo and baggage, including any dangerous goods and weapons referred to in (b) above, meets the international standards set by ICAO, IATA and EASA.

7.9 The Charterer will provide TITAN with a cargo manifest prior to the loading of any goods for carriage aboard the Aircraft, listing in detail the nature and weight of such goods.

8. **Cancellation, Indemnity and Termination**

8.1 The Charterer may cancel any Flight at any time prior to the commencement thereof subject to payment by the Charterer to TITAN of the Cancellation Charges. The Cancellation Charges shall be paid at the date of cancellation by the Charterer to TITAN without prior demand, and TITAN shall be entitled to apply any monies already paid to it by the Charterer against such Cancellation Charges. Cancellation of any Flight shall only be effective when TITAN has received the applicable Cancellation Charges in full. Please see last page for Cancellation Terms.

8.2 The Charterer shall indemnify TITAN from and against:

- (a) All Losses (including legal costs) suffered or incurred by TITAN or any of its directors, officers, employees or agents arising out of or in connection with any alleged or actual liability of whatsoever nature to any third party (including but not limited to any passenger(s), shipper, consignor or consignee); and
- (b) any Losses of whatsoever nature caused to TITAN, its directors, officers, employees or agents, or to the Aircraft, or to any other equipment of TITAN, its servants or agents;

in any such case caused by or arising from or in connection with any act, omission or negligence of the Charterer, or any of its directors, officers, employees or agents, or any passenger.

8.3 The Charterer shall indemnify TITAN from and against any and all Losses (including legal costs) incurred or suffered by TITAN arising from or attributable to any failure or default on the part of the Charterer or any passenger, shipper, consignor or consignee or any of their respective directors, officers, employees or agents in complying with the provisions of this Agreement.

8.4 The following shall be Events of Default by the Charterer:

- (a) the Charterer is more than two (2) Business Days late in the making of any payment when due under the Agreement; or
- (b) the Charterer is in breach of any other material obligation of the Charterer contained in this Agreement which, if capable of remedy, has not been remedied within ten (10) Business Days of TITAN giving written notice

requiring remedy (such notice to specify in reasonable details the nature of the breach); or

- (c) the Charterer suspends payment of its debts, or is unable or admits inability to pay its debts when they fall due, or is adjudicated or found bankrupt or insolvent; or
 - (d) any order is made by any competent court, or any resolution is passed by the Charterer, for the winding-up or dissolution of the Charterer or for the appointment of a liquidator or trustee of the Charterer; or
 - (e) in the opinion of TITAN a material adverse change occurs in the business, assets, financial condition, operations or prospects of the Charterer.
- 8.5 If an Event of Default, or an event or circumstance which with the passage of time, the giving of any notice or any determination of materiality would constitute an Event of Default, occurs, then:
- (a) if such Event of Default is continuing on the date scheduled for any Flight under this Agreement, then TITAN shall not be obliged to charter the Aircraft to the Charterer for the performance of that Flight; and
 - (b) TITAN shall be entitled to terminate this Agreement by immediate notice in writing without prejudice to its rights then accrued.
- 8.6 If TITAN terminates this Agreement under Clause 8.5 above, the Charterer shall (without prejudice to any other rights and remedies TITAN may have) pay immediately to TITAN all amounts then due and unpaid to TITAN hereunder, together with interest thereon at the rate specified in Clause 3.10, and the Charterer will pay immediately to TITAN the applicable Cancellation Charges in respect of any unperformed Flight.
- 8.7 If TITAN terminates this Agreement under Clause 8.48.5 above, TITAN shall have the right to terminate any Flight which has then commenced without liability of any kind to the Charterer or any other person.

9. **Limitation of Liability**

- 9.1 TITAN and its directors, officers, employees, servants and agents shall have no liability to the Charterer (except for the liability to refund any sum paid in advance by the Charterer for any Flight that cannot be completed or performed) for any failure to perform any obligation under this Agreement where such failure arises (whether directly or indirectly) from:
- (a) the act, neglect, default, omission or negligence of the Charterer or any passenger or any sub-contractor or other person on whom TITAN may rely for the performance of its obligations hereunder;
 - (b) any Force Majeure event;

- (c) lack of assurance of the availability of sufficient quantities or quality of aviation fuel of a standard acceptable to TITAN;
 - (d) the inability of TITAN to perform a Flight for a reason set out in Clause 6.3;
 - (e) the unavailability, at a cost or on terms acceptable to TITAN, of any insurance(s) required to be maintained by TITAN for the operation of any Flight(s).
- 9.2 All carriage performed pursuant to this Agreement shall be subject to the rules relating to liability established by the Convention as amended by the Conditions of Carriage and subject to all applicable laws and regulations (including EC Council Regulation No 2027/97 of 9 October 1997, as amended by EC Regulation No 889/2202 of 30 May 2002), which provisions shall govern and determine the rights and liabilities of the parties to such carriage. Except as expressly provided thereby TITAN shall have no liability whatsoever for the death of or injury to or delay of any passenger(s) or loss of or any damage, destruction or delay to any baggage, package or cargo. TITAN is not a common carrier and does not accept the obligations of a common carrier.
- 9.3 In no circumstances whatsoever shall TITAN be liable for any consequential or special damage or loss, or loss of profit or revenue, arising from its performance or failure to perform any Flight(s) or any of its other obligations under this Agreement regardless of whether TITAN has or should have knowledge that such damage or loss might be sustained.

10. **Performance**

- 10.1 TITAN shall be entitled, without giving any reason and without notice, to substitute any other aircraft for the Aircraft. In the event of the Aircraft becoming unserviceable, TITAN shall be entitled, but shall not be obliged, to substitute another aircraft. The substitution of an aircraft with a different number of seats from the number specified in the Flight Confirmation shall not affect the respective liabilities of TITAN to provide and the Charterer to pay for the accommodation hereby chartered, which shall continue to be determined by reference to the number of seats chartered in the original Aircraft.
- 10.2 In the event that TITAN sub-contracts the performance of any Flight to another commercial air transport operator in accordance with Clause 12 below or substitutes any other aircraft for the Aircraft in accordance with Clause 10.1 above, the Charterer shall ensure that, as soon as reasonably practicable after it has been informed by TITAN of the sub-contract or substitution in question, all passengers affected thereby are similarly informed to the extent it is necessary to amend any information regarding aircraft operator or aircraft type previously communicated (whether by brochure or otherwise) to any such passenger.
- 10.3 If for any reason beyond its control TITAN is unable to operate the Aircraft to or from any airport specified in the Flight Schedule, TITAN may operate to or from

any other airport within its reasonable discretion (which may include reducing the number of sectors on any Flight(s) if reasonably considered necessary by TITAN), and shall be deemed thereby to have complied with its obligations hereunder. TITAN shall use its reasonable endeavours promptly to notify the Charterer of such changes to the Flight Schedule. The Charterer will be responsible for any additional costs arising as a consequence of any alteration(s) in the routing of a Flight pursuant to this Clause 10.3.

- 10.4 If, in the circumstances set out in Clause 10.3, TITAN arranges a transfer service by alternative means of transport to be performed by independent operator(s), it shall be deemed to arrange such service as agent for the Charterer and the passengers and shall under no circumstances whatsoever be liable for any acts or omissions of such independent operator(s) who is/are not and shall not be deemed to be agent(s) or servant(s) of TITAN. The costs of such transfer service shall be the responsibility of and paid by the Charterer.

11. **Loss or Damage**

In the event that the Aircraft is lost or damaged to the extent that it will be unable to operate any further Flight(s), then, at TITAN's sole option, either:

- 11.1 TITAN shall use its reasonable endeavours to operate the applicable Flight(s) with a replacement aircraft from within its fleet (subject to its own operational and commercial requirements) upon and subject to the same terms and conditions as those applicable to the Aircraft hereunder; or
- 11.2 this Agreement will terminate in respect of all future Flights in the Flight Schedule and neither TITAN nor the Charterer shall be liable to the other save that such termination shall not release either Party from any liability already accrued under this Agreement.

12. **Sub-Contracts and Assignments**

- 12.1 TITAN shall be entitled to assign or sub-contract or delegate the performance of the whole or any part of its obligations hereunder, and any reference to TITAN shall include any person to whom any such the obligations are assigned, sub-contracted or delegated.
- 12.2 The Charterer shall not be entitled to assign, sub-contract or delegate the performance of the whole or any part of its obligations hereunder except with the prior written agreement of TITAN.

13. **Confidentiality & Data Protection**

- 13.1 Each Party (which for this purpose will include each Party's employees, agents, representatives and advisors) undertakes that it shall not at any time during the Charter Period and for a period of two (2) years after termination of this Agreement, disclose to any person any confidential information concerning the other Party's business, affairs, customers, clients or suppliers, or this Agreement

(including but not limited to any reports, data or information furnished under this Agreement), except as permitted by Clause 13.2.

- 13.2 Each Party may disclose the other Party's confidential information:
- (a) to its employees, agents, representatives and advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Agreement. Each Party shall ensure that its employees, agents, representatives or advisers to whom it discloses the other Party's confidential information comply with Clauses 13.1 to 13.3; and
 - (b) as may be required by law, a court of competent jurisdiction or any regulatory or statutory authority.
- 13.3 Neither Party shall use the other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.
- 13.4 The provisions of Clauses 13.1 to 13.3 shall not apply to any confidential information that:
- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving Party (including its agents, employees or representatives) in breach of this clause);
 - (b) was available to the receiving Party on a non-confidential basis before disclosure by the disclosing Party; or
 - (c) was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement with the disclosing Party or otherwise prohibited from disclosing the information to the receiving Party.
- 13.5 Neither Party will acquire any right in the other's data and/or information. The receiving Party will take all necessary steps to ensure that it will not use nor reproduce any data, information or know-how of the disclosing Party which comes into its possession or control, except as required by this Agreement.
- 13.6 Each Party shall take all necessary steps to ensure that data and information belonging to the other Party which comes into its possession or control in the course of this Agreement is protected and shall not:
- (a) use the data or information nor reproduce the data or information in whole or in part in any form except as may be required by this Agreement;

- (b) disclose the data or information to any third party or persons not authorised by the disclosing Party to receive it, except with the prior written consent of the disclosing Party; or
 - (c) alter, delete, add to or otherwise interfere with the data or information (save where expressly required to do so by the terms of this Agreement and only with the prior consent of the disclosing Party).
- 13.7 Each Party shall ensure that if it becomes aware of any data security breach it shall immediately take all steps necessary to prevent further breach, and it shall immediately report any such breach of this Clause 13 to the other Party.
- 13.8 To the extent that any data or information belonging to a disclosing Party that may be processed or accessed by the other Party is personal data within the meaning of any applicable data privacy or personal data legislation, the Parties will comply with all applicable rules and regulations.
- 13.9 Each Party will indemnify and hold the other Party harmless (and keep it indemnified and held harmless notwithstanding termination of this Agreement) against any and all Losses or damages suffered by the other Party directly as a result of any breach by the indemnifying Party of any of the provisions of this Clause 13.
- 13.10 This Clause 13 shall survive the termination or expiry of this Agreement.

14. **Miscellaneous**

- 14.1 This Agreement will be governed by and construed in accordance with the law of England and Wales and each of the Parties agrees to submit to the exclusive jurisdiction of the English courts with regard to any claim or matters arising under this Agreement.
- 14.2 The Charterer irrevocably and unconditionally:
- (a) (if a Process Agent is identified in the Flight Confirmation) designates, appoints and empowers the Process Agent as its agent for service of process relating to any proceedings before the English courts arising out of or in connection with this Agreement, and agrees that court documents relating to this Agreement can be served on it by posting a copy to the Process Agent at the address given in the Flight Confirmation;
 - (b) agrees that if TITAN brings legal proceedings against it or its assets in relation to this Agreement, no immunity from the legal proceedings (which will be deemed to include without limitation, suit, attachment prior to judgement, other attachment, the obtaining of judgement, execution or other enforcement) will be claimed by or on behalf of itself or with respect of its assets;

- (c) waives any right of immunity which it or its assets now has or may in the future acquire; and
 - (d) consents generally in respect of any such proceedings to the giving of any relief or the issue of any process in connection with the proceedings including, without limitation, the making, enforcement or execution against any property (irrespective of its use or intended use) of any order or judgement which may be made or given in the proceedings.
- 14.3 All notices relating to this Agreement shall be in writing and in English and shall be given by any one of the following means namely by personal delivery, post or email to the address before given or to such other address that the recipient may have notified in writing to the Party giving notice (in accordance with this Clause 14.3). Notices shall be deemed to be received:
 - (a) if posted, five (5) Business Days from the date of posting;
 - (b) if personally delivered, on delivery;
 - (c) if sent by email, at the time of transmission (if sent prior to 5.30pm on a Business Day) or at 9.00am on the next Business Day after transmission (if sent after 5.30pm on a Business Day).
- 14.4 The Charterer and TITAN shall from time to time do and perform such other and further acts and execute and deliver any and all other further instruments as may be required by law or reasonably requested by either Party to establish, maintain and protect the respective rights and remedies of the other Party and carry out and effect the intent and purpose of this Agreement.
- 14.5 If any of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions (including parts of the affected clause) shall not in any way be affected or impaired thereby.
- 14.6 No failure or delay on the part of TITAN or the Charterer in exercising any power of right hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any such right or power preclude any other further exercise of any such right or power.
- 14.7 This Agreement constitutes the entire agreement between the Parties in relation to its subject matter and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

- 14.8 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) made by or on behalf of the other Party in relation to the subject matter of this Agreement at any time before its signature (together “**Pre-Contractual Statements**”), other than those set out in this Agreement. Each Party waives all rights and remedies that might otherwise be available to it in relation to such Pre-Contractual Statements.
- 14.9 Nothing shall exclude or restrict the liability of either Party arising out of its fraudulent misrepresentation.
- 14.10 Except as provided herein, no person may enforce any of the terms, provisions or rights under this Agreement or shall have any third party rights of any kind.

Titan Airways LTD Cancellation terms

Cancellation
Charges

Period of Notice

More than 30 days

30 days to 7 days

7 days to 48 hrs

Less than 48 hrs

No notice / No show

Applicable charge

10% of Charter Price

25% of Charter Price

50% of Charter Price

75% of Charter Price

90% of Charter Price or cost of flying expenses
already incurred, whichever is the greater