

## Standard Terms & Conditions for the Charter of Aircraft

These Terms and Conditions (the "Conditions") shall apply to all contracts for the charter of aircraft from Arena Aviation Ltd ("ARENA") and shall automatically form an integral part of any Agreement (defined below). No variation of the Conditions shall be effective unless agreed in writing by ARENA.

### 1 DEFINITIONS

In these Conditions the following expressions shall have the following meanings-

"Agreement" a flight booking confirmation signed on behalf of the Charterer and / or such other agreement between ARENA and the Charterer for the charter of aircraft from ARENA.

"Aircraft" any aircraft which is the subject of a charter agreement between ARENA and the Charterer.

"Charterer" any person, firm or body corporate chartering, or offering to charter, any aircraft from ARENA.

"Charter" the flight(s) described in the Flight Schedule.

"Charter Price" the charter price specified in the Agreement.

"Flight Schedule" the schedule for the flight or flights as set out in Agreement.

### 2 AIRCRAFT AND CREW

ARENA shall operate the Aircraft for the Charterer's sole use, manned and equipped for the performance of the Charter. Any additional services shall be specified in the Agreement.

### 3 CAPTAIN'S DISCRETION

The captain of the Aircraft shall have absolute discretion:

(a) to refuse any passenger(s), baggage or cargo;

(b) to decide what load may be carried on the Aircraft and how it shall be distributed;

(c) to decide whether and when a flight may be safely undertaken and where and when the Aircraft should be landed; and

(d) generally as to all matters relating to the operation of the Aircraft

### 4 CHARTER PRICE

4.1 The Charterer shall pay promptly to ARENA the Charter Price and any ancillary costs in accordance with the agreed payment schedule. All payments shall be made without deduction, set-off, counterclaim or withholding whatsoever.

4.2 Time for payment of the Charter Price shall be of the essence. ARENA shall be entitled to treat non-payment of the Charter Price as constituting the cancellation by the Charterer of the relevant Charter entitling ARENA to payment in accordance with the provisions of Condition 7 below.

4.3 In the event that ARENA agrees to accept late payment, it shall be entitled to interest on the overdue amount at the rate of 2% per month or part thereof, compounded monthly.

4.4 The Charter Price includes standard catering appropriate to the length of the flight and time of day, including hot and soft drinks, bar snacks and biscuits.

4.5 For the avoidance of doubt this contract shall not be treated as binding until ARENA receives cleared funds in its nominated bank account or its online payment system for an initial deposit of 20% of the total Charter Price.

4.6 The Charter Price also includes the first 20 minutes usage of the Aircraft satellite telephone system (where available). Thereafter, use will be recharged to the Charterer at the rate of US\$2 per minute.

### 5 CARRIER'S PROTECTION AGAINST INCREASED COST

5.1 If there is any increase after the date of the Agreement in security costs, aviation insurance premiums, fuel, airport passenger duty or similar costs relating to the operation of the Aircraft or any part of the Charter, ARENA shall be entitled to increase the Charter Price by such increase.

5.2 Unless specified to the contrary, the Charter Price given does not include any provision for de-icing, weather related or other hangarage costs, airfield fire category upgrades, access to VIP lounges and terminals, or out of normal hours airport charges which, if incurred, the Charterer shall bear.

### 6 DELAY AND VARIATION OF FLIGHT SCHEDULE

6.1 ARENA shall use all reasonable endeavours to complete the Flight Schedule in accordance with the timings therein but shall be entitled to depart from the Flight Schedule for any cause beyond its reasonable control. ARENA shall not be required to compensate any passenger for any delay or cancellation of any flight.

6.2 If the Charterer requests any variation of the Flight Schedule (including any delay in the departure time of any flight), ARENA shall not be bound to agree such variation unless the Charterer agrees to bear any additional cost that would thereby be incurred by ARENA.

6.2 In the event that it is unable to perform any part of the Charter for any reason whatsoever, ARENA shall be entitled to substitute, on prior notice, any other operator or any equivalent aircraft. For the avoidance of doubt, any such replacement aircraft shall be deemed to be the "Aircraft" for the purposes of that part of the Charter.

6.3 If no such substitute aircraft is available, the Charterer shall be entitled to cancel that part of the Charter and shall be reimbursed the amount paid in respect of the cancelled flight or flights.

6.4 When a substitute aircraft is available but will cost more than the original flight charge, ARENA will pay up to 3,000 GBP for an XLS booking or 5,000 GBP for a Legacy booking over and above the original flight charge and the Charterer may either pay any further balance required or be reimbursed the amount paid in respect of the cancelled flight.

### 7 CANCELLATION

7.1 In the event of cancellation of the Charter or any part of it by the Charterer, ARENA shall be entitled to receive, as liquidated damages and not as a penalty, the following:



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(a) 30% of the Charter Price if notice of cancellation is received by ARENA more than seven (7) days before scheduled departure time;  
(b) 40% of the Charter Price if notice of cancellation is received by ARENA less than seven (7) days but more than 48 hours before scheduled departure time;  
(c) 60% of the Charter Price if notice of cancellation is received by ARENA less than 48 hours before scheduled departure time;  
(d) 80% of the Charter Price if notice of cancellation is received by ARENA less than 24 hours before scheduled departure time, or on the day of departure  
the passengers to be carried on the Charter are a no show or arrive for the Charter after the agreed departure time; or  
(e) if part of the Charter has been completed, the proportion of the Charter Price relating to that portion of the Charter plus 80% of the remainder of the Charter Price (but in any event not less than 60% of the total Charter Price),  
7.2 In the case of cancellation by ARENA under the provisions of Condition 4, the applicable time shall be the time at which ARENA notifies the Charterer of cancellation.

## 8 LIABILITY OF CARRIER

8.1 ARENA is not and does not undertake any carriage as a common carrier nor does ARENA accept the obligations of a common carrier nor shall any such obligations be implied.

8.2 Except as expressly provided in these Conditions, ARENA shall not be liable to the Charterer in any manner whatsoever (whether in tort or contract) for any indirect or consequential loss or damage whatsoever.

8.3 The liability of ARENA (or any substitute carrier) in relation to the carriage by air of passengers and their luggage shall be governed by the General Conditions of Carriage of ARENA, a copy of which is attached (or those of the substitute carrier, a copy of which will be available on request) and of which, through the Charterer as their agent, all passengers on the Charter shall be deemed to have received notice.

## 9 LIABILITY OF CHARTERER

9.1 Where a person, firm or company enters into the Agreement as agent of the Charterer, such entity shall be jointly and severally liable with the Charterer for the payment of the charter price upon demand by ARENA.

9.2 The Charterer shall indemnify ARENA against all loss and damage that ARENA suffers as a result of any recklessness or wilful damage caused by the Charterer, its servant or agents or any passenger carried with the authority of the Charterer or as a result of any passenger not being in possession of any identity document, visa, health certificate or other document required by any stopping place on the Flight Schedule.

9.3 If the Charterer wishes to carry Pets on the flight this contract shall not be treated as binding until ARENA has received and approved copies of any Pet documents it may require. One seat should be left vacant per pet carried. Pets should be of a size and breed that is proportionate to the internal aircraft cabin and under the control of the Charterer. Pet carriage must not compromise the safety or security of the flight in any way. When re-entering the UK the Charterer must supply ARENA with a valid proof of tapeworm treatment by 1530hrs GMT the day before travel. Treatment to be carried out by a vet using a DEFRA approved drug (containing Praziquantel) between 120 and 24 hours before the flight is due to arrive in the UK.

## 10 ASSIGNMENT

The Charterer shall not be entitled to assign the benefit of the Agreement to any other person without the consent in writing of ARENA.

## 11 THIRD PARTY RIGHTS

The parties to the Agreement shall be deemed not to have intended to confer by the Agreement any rights whatsoever on any other person. Accordingly, the provisions of Contracts (Rights of Third Parties) Act 1999 (or any re-enactment thereof) are expressly excluded.

## 12 APPLICABLE LAW AND JURISDICTION

The Agreement and any non-contractual matters associated with, arising out of or connected with it shall be governed by and construed in accordance with English Law and the courts of England and Wales shall have non-exclusive jurisdiction to deal with any disputes arising under the Agreement.

## GENERAL CONDITIONS OF CARRIAGE

### 1. Definitions

1.1 As used in these General Conditions of Carriage:

(a) "Document of Carriage" means any document delivered, either individually or collectively to passengers in respect of carriage that gives an indication of the places of departure and destination and of one or more agreed stopping places;

(b) "Montreal Convention" means the Convention for the Unification of Certain Rules for International Carriage by Air signed at Montreal, 28th May 1999;

(c) "Warsaw Convention" means the Convention for the Unification of Certain Rules relating to international carriage by air signed at Warsaw, 12th October 1929, or that Convention as amended at The Hague, 28th September 1955, whichever may be applicable;

(d) "We", "us", "ours" "carrier" means Arena Aviation Limited

(e) "You", "your", "passenger" means any person, carried or to be carried in an aircraft with our consent

### 2. Scope

2.1 Carriage hereunder is subject to the rules and limitations relating to liability established by either the Warsaw



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Convention or the Montreal Convention unless such carriage is not "International Carriage" as defined by those Conventions. For carriage which is not international carriage, if the law of the United Kingdom is applicable, our liability is governed by the Carriage by Air Acts (Application Provisions) Order 2004.

2.2 To the extent not in conflict with the foregoing carriage is subject to our conditions of carriage, except in transportation between a place in the United States or Canada and any place outside thereof to which tariffs in force in those countries apply.

2.3 Carriage hereunder is subject to the following:

- (a) The flight(s) is/are in all respects subject to the provisions, obligations and conditions of such Charter Agreement between us and such charterer relating to the flight(s);
- (b) You are duly qualified and entitled to be carried as a passenger upon the charter flight in question in accordance with all governmental and aviation authority regulations relating thereto and with any applicable provisions of such Charter Agreement;
- (c) All obligations of the charterer to us in the terms of the Charter Agreement having been duly implemented.

### 3. Agreed Stopping places

3.1 The agreed stopping places are those set forth in the Document of Carriage.

### 4. Schedules

4.1 We undertake to use our best efforts to carry you and your baggage with reasonable dispatch. Agreed times are not guaranteed and form no part of this contract. We may without notice substitute alternate carriers or aircraft, and may alter or omit stopping places shown in the Document of Carriage in case of necessity. We assume no responsibility for making connections.

### 5. Our liability

5.1 Save as provided by Council Regulation 2027/97 as amended by European Parliament and Council Regulation 889/2002 carriage by us is subject to the rules and limitations relating to liability established by the Warsaw Convention or the Montreal Convention unless such carriage is not international carriage to which the Conventions apply.

5.2 In respect of the carriage of passengers by us

- (a) We shall be liable to the passenger in the event of an accident resulting in the passenger's death or bodily injury whilst on board an aircraft or in the course of any of the operations of embarking or disembarking. Our liability for damages for such death or bodily injury shall not be subject to any financial limit, be it defined by law, convention or contract.
- (b) For any damages up to an equivalent of 113,100 SDR, we shall not exclude or limit our liability by proving that we or our agents have taken all necessary measures to avoid the damage or that it was impossible for us to take such measures. If, however, we prove that damage was caused by, or contributed to by, your negligence, we may be exonerated wholly or partly from its liability in accordance with the applicable law.
- (c) We shall without delay and in any event not later than 15 days after the identity of the natural person entitled to compensation has been established, make such advance payments as may be required to meet immediate economic needs on a basis proportional to the hardship suffered. In the case of death such advance payment shall be not less than 16,000 SDR per passenger. Such advance payment:
  - (i) shall not constitute an admission of liability by us;
  - (ii) may be offset against any subsequent sums payable on the basis of our being held liable;
  - (iii) is not returnable unless we prove that the damage was caused by, or contributed to by the negligent act or omission of the deceased or injured passenger; or the person who received the advanced payment caused or contributed to the damage by negligence or other wrongful act or omission; or the person who received the advanced payment was not the person to whom the advanced payment should properly have been paid.

5.3 In respect of baggage

- (a) For checked baggage, we shall be liable to you for its destruction, loss or damage during the time it was in our charge and to the extent that damage did not result from the inherent defect, quality or vice of the baggage;
- (b) For unchecked baggage, we shall be liable to you only if the damage resulted from our fault or that of our servants or agents.
- (c) Our liability to you in respect of baggage shall be limited to 1,131 SDR per passenger unless a higher value is declared to us at check-in of the baggage concerned and a supplementary sum paid if required, in which case our liability will be limited to such higher declared value (subject to the limit of the value of passenger's actual interest in delivery at destination);

5.4 Any exclusion or limitation of our liability shall apply to and be for the benefit of our agents, servants and representatives and any person whose aircraft is used by us for carriage and its agents, servants and representatives.

### 6. Travel documentation

6.1 You are responsible for obtaining all required travel documents and visas and for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which you transit. We shall not be liable for the consequences resulting from your failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions. You shall comply with Government travel requirements, present exit, entry and other required documents and arrive at airport by time fixed by carrier or, if no time is fixed, early enough to complete departure procedures.

### 7. Refusal of Carriage

7.1 In the reasonable exercise of our discretion, we may refuse to carry you or your baggage if we have notified you in writing. We may also refuse to carry you or your baggage if one or more of the following have occurred or we reasonably believe may occur:



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- (a) Such action is necessary in order to comply with any applicable government laws, regulations, or orders;
- (b) The carriage of you or your baggage may endanger or affect the safety, health, or materially affect the comfort of other passengers or crew;
- (c) Your mental or physical state, including your impairment from alcohol or drugs, presents a hazard or risk to yourself, to passengers, to crew, or to property;
- (d) You have committed misconduct on a previous flight, and we have reason to believe that such conduct may be repeated;
- (e) You have refused to submit to a security check;
- (f) You or your pets do not appear to have valid travel documents, may seek to enter a country through which you may be in transit, or for which you do not have valid travel documents, destroy your documentation during flight or refuse to surrender your travel documents to the flight crew, against receipt, when so requested;
- (g) You fail to observe our instructions with respect to safety or security;
- (h) You have previously committed one of the acts or omissions referred to above.

## 8. Dangerous Goods

8.1 You must not include in your baggage without carrier's consent or prior arrangement with carrier compressed gases (flammable, non-flammable and poisonous), 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 heating fuels, matches), oxidising materials; poisons; radioactive materials; other restricted articles (such as mercury, magnetic material, offensive or irritating materials).

## 9. Electronic Equipment

9.1 For safety reasons, we may forbid or limit operation aboard the aircraft of electronic equipment, including, but not limited to, cellular telephones, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices, including radio controlled toys and walkie-talkies. Operation of hearing aids and heart pacemakers is permitted.

## 10. Search

10.1 For reasons of safety and security we may request that you permit a search, x-ray or other type of scan be made of your person and baggage. If you are not available, your baggage may be searched in your absence. If you are unwilling to comply with such request Carrier may refuse to carry you and your baggage. In the event an x-ray or other scan causes damages to you or your baggage, we shall not be liable for such damage unless due to its fault or negligence.

## 11. Conduct on board

11.1 If in our opinion you conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instructions of the crew including but not limited to those with respect to smoking, alcohol or drug consumption, or behave in a manner which causes discomfort, inconvenience, damage or injury to other passengers or the crew, we may take such measures as it deems reasonably necessary to prevent continuation of such conduct, including restraint. You may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed on board the aircraft.

## 12. Personal data

12.1 You recognise that we will receive personal data for the purposes of our providing services, facilitating immigration and entry procedures, and making available such data to government agencies, in connection with your travel. For these purposes, you authorise us to retain and use such data and to transmit it to our own offices, authorised agents, government agencies or other carriers.

## 13. Fines/Penalties

13.1 If we are required to pay any fine or penalty or to incur any expenditure by reason of your failure to comply with laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents, you shall reimburse us on demand, any amount so paid or expenditure so incurred. We may apply towards such payment or expenditure the value of any unused carriage or any of your funds in our possession.

## 14. Time limits on claims and actions

14.1 If you wish to file a claim or action regarding damage to checked baggage, you must notify us in writing as soon as you discover the damage and, at the latest within 7 days of receipt of the baggage. If you wish to file a claim or action regarding delay of checked baggage you must notify us in writing within 21 days from the date the baggage has been placed at your disposal.

14.2 Any right to damages shall be extinguished if an action is not brought within 2 years of the date of arrival at destination, or the date on which the aircraft was scheduled to arrive, or the date on which carriage stopped. The method of calculating the limitation period shall be determined by the law of the court where the case is heard.

## 15. General

15.1 Carriage to be performed hereunder by several successive carriers is regarded as a single operation.

15.2 No agent, servant or representative of ours has authority to alter, modify or waive any provision of this contract.

15.3 These General Conditions of Carriage shall be governed by and construed in accordance with English law.



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## **EU NOTICE REQUIREMENT**

Council Regulation No. 2027/97 Air carrier liability for passengers and their baggage

This information notice summarises the liability rules applied by Community air carriers as required by Community legislation and the Montreal Convention.

### **Compensation in the case of death or injury**

There are no financial limits to the liability for passenger injury or death. For damages up to 113,100 SDRs (approximately £108,000) the air carrier cannot contest claims for compensation. Above that amount, the air carrier can defend itself against a claim by proving that it was not negligent or otherwise at fault.

### **Advance payments**

If a passenger is killed or injured, the air carrier must make an advance payment, to cover immediate economic needs, within 15 days from the identification of the person entitled to compensation. In the event of death, this advance payment shall not be less than 16,000 SDRs (approximately £15,000).

### **Passenger delays**

In case of passenger delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for passenger delay is limited to 4,694 SDRs (approximately £4,500).

### **Baggage delays**

In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1,131 SDRs (approximately £1,000).

### **Destruction, loss or damage to baggage**

The air carrier is liable for destruction, loss or damage to baggage up to 1,131 SDRs (approximately £1,000). In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, ARENA is liable only if at fault.

### **Higher limits for baggage**

A passenger can benefit from a higher liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.

### **Complaints on baggage:**

If the baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.

### **Liability of contracting and actual carriers**

If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.

### **Time limit for action**

Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

### **Basis for the information**

The basis for the rules described above is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No2027/97 (as amended by Regulation (EC) No889/2002) and national legislation of the Member States.

Note: 1. This notice cannot be used as a basis for compensation, nor to interpret the provisions of European Community legislation and/or the Montreal Convention.

Note: 2. EU passenger and baggage delay compensation provisions do not apply to ARENA charter flights.



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