

## **LEA - Standard Terms & Conditions**

### **Standard Terms & Conditions for the Charter of Aircraft**

**These Terms and Conditions shall apply to all contracts for the charter of aircraft from London Executive Aviation Ltd ("LEA"). No variation of these terms and conditions shall be effective unless agreed in writing by LEA.**

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

#### **1 DEFINITIONS**

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

The Agreement - any agreement between the Carrier and the Charterer for the charter of aircraft from the Carrier.

The Aircraft - any aircraft which is the subject of a charter agreement between the Carrier and the Charterer.

The Carrier - LEA

The Charterer - any person, firm or body corporate chartering, or offering to charter, any aircraft from the Carrier.

Charter - the flight(s) described in the Flight Schedule

#### **2 AIRCRAFT AND CREW**

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

#### **3 SUBSTITUTION OF AIRCRAFT**

In the event that it is unable to perform any part of the Charter the Carrier shall be entitled to substitute, on prior notice, any other operator or any equivalent aircraft. To the extent that such substitution involves additional costs, such additional costs shall be notified to the Charterer, who shall be entitled to either accept the additional cost or decline the offer of alternative carriage.

#### **4 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.

#### **5 LOADING AND PACKING**

- (a) Subject as otherwise provided in these Conditions loading and unloading of the Aircraft shall be at the expense of the Carrier.
- (b) The Charterer shall ensure that any goods to be transported are sufficiently and properly packed for carriage and shall supply adequate damage and tie-down material taking into account all reasonable demands of the Carrier and the Captain and where necessary complying with IATA Restricted Articles Regulations, a copy of which is available for inspection at the offices of the Carrier
- (c) Charges for ground transportation warehouse handling warehouses and customs clearance shall be at the expense of the Charterer.

#### **6 CHARTER PRICE**

The Charterer shall pay promptly to the Carrier the charter price and any ancillary costs and in any event no later than 72 hours after receipt of the Carrier's invoice(s) unless a different credit period has been agreed by the Carrier. All payments shall be made without deduction, set-off counterclaim or withholding whatsoever.

Time for payment shall be of the essence. The Carrier shall be entitled to treat non-payment of the Charter Price as constituting the cancellation by the Charterer of the relevant Charter entitling the Carrier to payment in accordance with the provisions of clause 14 below.

#### **7 INTEREST ON DELAYED PAYMENT**

The Carrier shall be entitled to interest on the amount overdue at the rate of 2% per month or part thereof, compounded monthly.

#### **8 CARRIER'S PROTECTION AGAINST INCREASED COST**

If there is any increase after the date of this 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, the Carrier shall be entitled to increase the Charter Price accordingly.

In particular the charter Price given does not include any provision for De-icing costs, unless specifically stated: such costs which will be charged on at cost to the Charterer.

#### **9 TAXES AND CHARGES**

Unless expressly included, the Charter Price does not include any taxes (including, without limitation, VAT) levies or charges assessed or imposed by any taxing or airport authority directly upon the execution or performance of the Agreement or the carriage embarkation or disembarkation of passengers or the loading or unloading of baggage and/or goods all of which shall be paid by the Charterer on demand.

#### **10 NON-PERFORMANCE OR DELAYS**

If the performance of the flight is prevented or delayed by the Charterer or anyone acting on its behalf including (but not limited to) any passenger arriving later than 20 minutes before scheduled departure time the Carrier may at its discretion and any without liability whatsoever depart as scheduled or alternatively elect to delay the flight, in which case, demurrage shall run against the Charterer at a daily rate equivalent to TWO hours flying at the current charter rate for the Aircraft.

#### **11 DEPARTURE FROM FLIGHT SCHEDULE**

The Carrier shall use all reasonable endeavours to complete the Flight Schedule but shall be entitled to depart from the Flight Schedule for any cause beyond its reasonable control and the Charterer shall reimburse the Carrier on demand for any additional expenses incurred as a result.

#### **12 DIVERSIONS**

If for any reason beyond the Carrier's control the Aircraft is diverted from any destination shown in the Flight Schedule to another destination the flight shall be deemed to be complete when the Aircraft arrives at that other destination.

#### **13 CANCELLATION**

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

- (a) 10% of the Charter Price if cancellation is received more than seven (7) days before scheduled departure time;
- (b) 20% of the Charter Price if cancellation occurs less than seven (7) days but more than 48 hours before scheduled departure time
- (c) 30% if cancellation occurs less than 48 hours before scheduled departure time
- (d) 60% of the Charter Price if cancellation occurs less than 24 hours before scheduled departure time, or on the day of departure a no show, or after the agreed departure time or, if part of the Charter has been completed, the proportion of the Charter price relating to that portion plus 60% of the remainder of the Charter Price (but in any event not less than 60% of the total Charter Price) with any additional amounts payable by the charterer hereunder.

#### **14 LIABILITY OF CARRIER**

- (a) The Carrier does not undertake any carriage as a common carrier
- (b) Except as expressly provided in these Terms and Conditions the Carrier shall not be liable to the Charterer in any manner whatsoever (whether arising from the negligence of the Carrier its employees or agents or otherwise) for any loss or damage whatsoever (including without limitation consequential loss) provided that this shall not exclude or restrict the Carrier's liability for death or personal injury resulting from the negligence of the Carrier its employees or agents.
- (c) All liabilities in relation to the carriage by air of passengers and their luggage shall be governed by the Conditions of Carriage of the Carrier, a copy of which is attached.
- (d) The Charterer agrees to indemnify the Carrier and keep the Carrier indemnified against all liabilities claims costs and expenses whatsoever incurred to due to or claimed by any third party as a result of any such reason or circumstance save for liability for death or personal injury arising as a result of the negligence of the Carrier, its employees or agents.

#### **15 WRONGFUL ACTS OF CHARTERER**

The Charterer shall indemnify the Carrier against all claims and expenses (including legal fees and costs) in respect of any liability of the Carrier to third persons (including but not limited to passenger, consignors or consignees) for any loss or damage whatsoever (including costs and expenses on a full indemnity basis) arising out of any wrongful act or omission of the Charterer its servant or agents or any passenger carried with the authority of the Charterer.

#### **16 TICKETS**

The Carrier shall be responsible for the issue of all necessary passenger tickets baggage checks and air way bills and the Charterer shall give to the Carrier in good time all information and assistance required to complete such documents. The Carrier shall at all times keep the Charterer indemnified against all liabilities claims costs and expenses whatsoever which result from any failure to issue a passenger ticket baggage check or air way bill. Provided however that where passenger tickets and/or baggage checks are delivered to the Charterer or its agent by the Carrier for distribution to passengers the foregoing indemnity shall not apply and the Charterer warrants and undertakes to the Carrier that it will effect delivery of the said tickets to the passengers promptly on receipt and shall indemnify the Carrier against all liabilities costs and expenses which result from any failure by the Carrier to effect such delivery.

#### **17 LAWS AND TRAFFIC REGULATIONS**

The Charterer shall comply with and ensure that each passenger and/or owner of freight carried observes and complies with all traffic regulations of the Carrier and all customs police public health and other laws and regulations which are applicable in the countries in which flights are originated, landings are made or over which flights are made. The Charterer warrants that all passengers will hold all necessary passports visas health and other certificates to secure transit through any intermediate points and/or entry into the place of destination and in the event that the local authorities refuse entry to any passenger in circumstances where the Carrier is required to transport such passengers to the point of origin of the flight or to any other point then the cost of so doing shall be repayable by the Charterer to the Carrier upon demand.

#### **18 ASSIGNMENT**

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

#### **19 NOTICES**

Any notice to be given under this Agreement shall be given by delivering by hand it at or by sending it by first class post to the address or by fax to the fax number of the addressee shown in the Agreement. Such notice shall be deemed given if (a) delivered by hand on presentation or refusal of presentation, (b) by first class post on the second working day after the day of posting; and (c) by fax on sending provided the addressee does not notify the sender within 24 hours that it has been incorrectly or illegibly sent.

#### **20 WAIVER**

The rights of neither party shall be prejudiced or restricted by any indulgence or forbearance granted by it and no waiver if any breach shall operate as a waiver of any other or further breach.

#### **21 SEVERENCE**

If any part of the Agreement (including these Terms and Conditions) is considered by any court or other competent authority to be unenforceable, it shall be considered severable so as not in any way to effect the remainder of the terms.

#### **22 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 or re-enactment thereof) are expressly excluded.

#### **23 HEADINGS**

The heading in these Conditions are for convenience only and shall not affect interpretation.

#### **24 APPLICABLE LAW AND JURISDICTION**

The Agreement and these Conditions 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 hereunder.

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**EU NOTICE REQUIREMENT - ARTICLE 6(1)  
EU CARRIERS**

**See page 3**

**EU NOTICE REQUIREMENT - ARTICLE 6(1)  
EU CARRIERS**

**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 100,000 SDRs (approximately £82,000) 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 £13,000).

**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 4,150 SDRs (approximately £3,500).

**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 1,000 SDRs (approximately £820).

**Destruction, loss or damage to baggage**

The air carrier is liable for destruction, loss or damage to baggage up to 1,000 SDRs (approximately £820). 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, the carrier 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.

## 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, 28<sup>th</sup> May 1999;
- (c) "Warsaw Convention" means the Convention for the Unification of Certain Rules relating to international carriage by air signed at Warsaw, 12<sup>th</sup> October 1929, or that Convention as amended at The Hague, 28<sup>th</sup> September 1955, whichever may be applicable;
- (d) "We", "us", "ours" "carrier" means London Executive 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 Convention or the Montreal Convention unless such carriage is not "International Carriage" as defined by those Conventions. For carriage which 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, or as shown in our timetable as scheduled stopping places on your route.

## 4. Schedules

4.1 We undertake to use our best efforts to carry you and your baggage with reasonable dispatch. Advertised 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. Schedules are subject to change without notice. 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 100,000 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 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 of 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 1000 SDR per passenger unless a higher value is declared to us at check-in of the baggage concerned and a supplementary sum paid it 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 In case of passenger delay, we shall be liable for damage unless we took all reasonable measures to avoid the damage or it was impossible to take such measures. Our liability for passenger delay is limited to 4150 SDRs

5.5 In case of baggage delay, we shall be liable for damage unless we took all reasonable measures to avoid the damage or it was impossible to take such measures. Our liability for baggage delay is limited to 1000 SDRs.

5.6 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:

- (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 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.

**London Executive Aviation Limited**  
(Company no.03117502)  
**The Jet Centre**  
**London City Airport**  
**Royal Docks**  
**London E16 2PJ**