



## **ORIENS FLIGHT OPERATIONS LIMITED CHARTER GENERAL TERMS AND CONDITIONS**

These General Terms and Conditions govern the agreement between Oriens Flight Operations Limited and the Client and should be read in conjunction with the Flight Confirmation issued to and signed by the Client which also forms part of the overall agreement between the Parties.

By signing the Flight Confirmation, the Client confirms that it has read, and agrees to be bound by, these General Terms and Conditions and the Flight Confirmation.

### **1.0 Definitions and interpretation**

1.1 In the Agreement, unless the context otherwise requires, the following terms and expressions shall have the following meanings:

"Agreement" means these Charter Flight Operations General Terms and Conditions along with the Flight Confirmation and any appendices or attachments thereto;

"Aircraft" means any aircraft for the time being operated in connection with any Flight;

"AOC" means that air operator's certificate issued by the CAA to Oriens Flight Operations Limited;

"Base Date" means the date of issue of the Flight Confirmation;

"CAA" means the United Kingdom Civil Aviation Authority;

"Charter Price" means the amount set out in the Flight Confirmation;

"Oriens Flight Operations Limited" means Oriens Flight Operations Limited of Building 526, Churchill Way, Biggin Hill Airport, Biggin Hill, Kent, TN16 3BN, United Kingdom;

"Client" means person, firm or company acquiring services from Oriens Flight Operations Limited as shown on the Flight Confirmation;

"Flight" means a flight described in the Flight Confirmation;

"Flight Confirmation" means the Flight Confirmation to this Agreement;

"Force Majeure" means any cause or reason whatsoever beyond the reasonable control of Oriens Flight Operations Limited including labour disputes, strikes or lock-outs, accidents to or failure of the Aircraft, its engines, or any other part thereof or any machinery or apparatus used in connection therewith, compliance with any civil or military authority, unavailability, act of God, global pandemic or similar, war, riot, insurrection or other civil disturbance, fire, flood, adverse weather conditions, explosion, natural disaster, embargos or trade restrictions, transportation difficulties, the action or inaction of any government or other competent authority or the refusal of any licence, certificate or permission;

"Parties" means Oriens Flight Operations Limited and the Client;

"Services" means the provision of charter air carriage by Oriens Flight Operations Limited in accordance with the Flight Confirmation and these General Terms and Conditions, together with any other services agreed to be provided by Oriens Flight Operations Limited to the Client in relation to the Flight, as applicable;

"Taxes" mean VAT, sales taxes, stamp duties, levies, import or export charges or similar charges, or any other local taxes howsoever described;

1.2 Words in the singular include the plural and vice versa and words implying any gender include every gender.

1.3 Clause headings are for ease of reference only.

1.4 In the Agreement any reference to:

1.4.1 the Agreement or any other agreement or instrument is a reference to the Agreement or that other agreement or instrument as amended, assigned or novated;

1.4.2 a "person" includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing;

1.4.3 the "Client" shall, where the context permits, include such person's successors and permitted assigns and any persons deriving title under such person;

1.4.4 a "regulation" includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

1.4.5 "includes" and "including" means includes and including without limitation;

1.4.6 a provision of law is a reference to that provision as amended or re-enacted; and

1.4.7 a clause is a reference to a clause of or schedule to the Agreement.

## **2.0 Charter Price and Payment Terms**

- 2.1 The Client shall pay to Oriens Flight Operations Limited the Charter Price at the time, in the currency, in the amounts and to the address specified in accordance with the provisions set out therefore in the Flight Confirmation and any related invoice(s), together with any additional amounts as shall be specified in such invoice(s) where applicable, as follows:
- 2.1.1 Taxes incurred in connection with the provision and receipt of the Services and any increases in such Taxes; and
- 2.1.2 Any variation from the Services as specified in the Flight Confirmation where requested by either Party and agreed to by the other Party, or where it becomes operationally necessary for any reason, at the sole discretion of Oriens Flight Operations Limited (acting professionally and reasonably).
- 2.2 The Charter Price is based on aviation fuel costs calculated on the Base Date. If for any reason whatsoever there shall be any increase in the cost of aviation fuel between the Base Date and the date of operation of any Flight, then the Client shall, if so required by Oriens Flight Operations Limited, pay to Oriens Flight Operations Limited on demand such amount as shall fully compensate Oriens Flight Operations Limited for such increase.
- 2.3 Client acknowledges that the Charter Price, subject to Clause 2.2 above, includes direct operating costs of the Aircraft incurred in the ordinary course of business but does not include (except where specifically included in the Flight Confirmation) internet and phone calls from the Aircraft, change of destination, ground transportation, additional insurance premiums to overfly or land in certain zones, costs of de-icing, and additional costs of specific catering.
- 2.4 Unless otherwise agreed by Oriens Flight Operations Limited in writing, Oriens Flight Operations Limited requires receipt of cleared funds from the Client in advance of the scheduled date of departure of the Flight date and reserves the right to delay any departure due to the non-payment of funds in full.
- 2.5 Should a confirmed Flight be cancelled by the Client then a cancellation fee will be levied in accordance with Clause 2.6 below and this will become the Charter Price. For the avoidance of doubt, failure to make payment prior to the scheduled date of departure for the Flight will be deemed to constitute cancellation of the Flight with relevant charges payable.
- 2.6 The following Cancellation Terms apply to the Flight:
- a) 15% - If cancelled by the Client between 72 and 24 hours prior to the scheduled time off departure of the Flight; and
  - b) 30% - If cancelled by the Client within 24 hours (including no show / no notice) of the scheduled time off departure of the Flight.
- 2.7 Time of payment of all amounts due from the Client under this Agreement shall be of the essence of this Agreement.
- 2.8 No set-off or counterclaim (whether arising in respect of this Agreement or any other carriage) shall entitle the Client to withhold payment of any sums whatsoever payable under or by reason of this Agreement. In the event that the Client is required to withhold any part of any payment payable by it to Oriens Flight Operations Limited hereunder or to make any deduction therefrom, it shall pay such additional amount as may be necessary so that, after making such withholding or deduction, Oriens Flight Operations Limited shall receive from the Client the full amount of such payment.
- 2.9 Interest on any unpaid sum from the due date for payment will be payable at the annual rate of 4% above the Bank of England base lending rate from time to time, accruing on a daily basis and being compounded quarterly until payment is made, along with the reasonable costs (including legal costs) for the collection of any past due charges and expenses.

## **3.0 Obligations of Oriens Flight Operations Limited**

- 3.1 Oriens Flight Operations Limited shall be responsible for providing the Aircraft at the commencement of each Flight properly manned and equipped, fuelled and airworthy, and the Aircraft shall be operated in accordance with all applicable laws and regulations during the period of the Flight(s) and in accordance with the AOC.
- 3.2 The times set out in the Flight Confirmation are approximate and not guaranteed and Oriens Flight Operations Limited is entitled to deviate from the Flight Confirmation and/or the duration of the Flight and/or to reduce the maximum payload. The commander of the Aircraft shall have complete discretion concerning preparation of the Aircraft for flight, whether or not a Flight shall be undertaken or abandoned once undertaken, any deviation from proposed route, where landing shall be made and all such other matters relating to the operation of the Aircraft, and the Client and all passengers shall accept all such decisions as final and binding. All ground and operating personnel including cabin staff shall only take instructions from Oriens Flight Operations Limited.
- 3.3 In the event that any Flight is delayed through the fault of the Client or any passenger, the Client shall pay reasonable demurrage charges to Oriens Flight Operations Limited.

- 3.4 Oriens Flight Operations Limited may in any event without any liability to the Client 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, Oriens Flight Operations Limited decides that:
- 3.4.1 Such action is necessary for reasons of safety; or
  - 3.4.2 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; or
  - 3.4.3 The passenger has failed to submit to or pass any required security check; or the passenger's baggage has not been cleared by all appropriate baggage screening checks; or
  - 3.4.4 The passenger does not appear to be properly documented; or
  - 3.4.5 The conduct, status, age or mental or physical condition of the passenger is such as to:
    - 3.4.5.1 Require special assistance of Oriens Flight Operations Limited; or
    - 3.4.5.2 Cause discomfort or make themselves objectionable to other passengers, or
    - 3.4.5.3 Involve any hazard or risk to themselves or other persons or to property; or
 Such action is necessary because the passenger has failed to observe the instructions of Oriens Flight Operations Limited; or
- 3.5 In the event that it is necessary in the flight crew's reasonable opinion for the Aircraft to be diverted in flight for the purpose of removing any passenger in accordance with the provisions of Clause 3.4 above (whether by reason of the passenger's conduct or physical or mental condition or for any other reason), the Client shall indemnify Oriens Flight Operations Limited against any losses, costs, expenses, claims or liabilities which Oriens Flight Operations Limited may incur as a consequence.
- 4.0 Travel Documentation and Baggage**
- 4.1 The Client is responsible for ensuring its passengers have the correct travel documentation that comply with all requirements, regulations and laws (including any applicable visa, health, customs or other statutory formalities) for all countries to be flown into or departed from.
- 4.2 The Client must ensure timely provision of all travel documentation requested to be provided to Oriens Flight Operations Limited.
- 4.3 The Client must ensure that its passengers' baggage for the Flight (in terms of weight, size, etc) complies with instructions provided in advance by Oriens Flight Operations Limited with respect to that Flight. This does not infringe the commander's right to set a lower weight or size limit per passenger and/or offload overweight or oversized baggage for considerations of safety for the Flight.
- 5.0 Smoking**
- 5.1 Smoking is not permitted on board any Aircraft operated by Oriens Flight Operations Limited.
- 6.0 Flight Times and Embarkation**
- 6.1 The Client shall be solely responsible for ensuring that passengers and their baggage arrive at the specified check-in point at the departure airport in sufficient time to be carried on any Flight. In the event that any passenger of the Client fails to arrive in sufficient time to be carried on the Flight, Oriens Flight Operations Limited shall be under no liability whatsoever to the Client nor to such passenger. Oriens Flight Operations Limited shall be under no obligation hereunder to make any alternative arrangements for any such passenger.
- 6.2 In the event of any delay, deviation or diversion of any flight, the Client shall be solely responsible for any and all accommodation, refreshments, meals, transportation or any other additional costs, expenses, losses, damages or liabilities of whatsoever nature incurred in respect of the Client's passengers wherever and howsoever the same shall arise. All such costs, expenses, losses, damages or liabilities incurred by Oriens Flight Operations Limited shall be reimbursed by the Client to Oriens Flight Operations Limited on demand.
- 6.3 In the event that any passenger is refused entry at any destination airport, the Client shall indemnify and keep indemnified Oriens Flight Operations Limited, its officers, employees, servants and agents against any and all cost or expense whatsoever incurred by Oriens Flight Operations Limited in respect thereof (including but not limited to Taxes, charges, fees, penalties, imposts or other expenses levied upon Oriens Flight Operations Limited by any immigration authority) or of any arrangements made by Oriens Flight Operations Limited to return such passengers to the country from which such passenger was originally carried.
- 7.0 Obligations of the Client**
- 7.1 The Client shall hold harmless and indemnify Oriens Flight Operations Limited from and against all claims, demands, liabilities, actions, proceedings and costs of any kind whatsoever arising from any default on the part of the Client or any passenger of the Client in complying with any of the provisions of this Agreement.
- 7.2 The Client shall comply in all respects with the conditions of all permits, licences and authorities granted for the Flights whether by the CAA or otherwise and will procure such compliance on the part of all its passengers.
- 7.3 The Client shall comply and shall procure that all its passengers shall comply with all applicable customs, police, public health, immigration and other lawful regulation of any state to/from or over which the Aircraft is or may be flown.
- 7.4 The indemnities contained in this Clause 7 shall survive the termination of this Agreement.

## **8.0 Prohibited Items and Dangerous Goods**

- 8.1 The Client's passengers must not carry or include in their baggage the following prohibited items:
- 8.1.1 Items which are prohibited by applicable national or international law, regulation or order from being carried on the Aircraft or any other type of aircraft;
  - 8.1.2 Firearms and weapons of any type, including but not limited to replicas or toys, knives, blades, or sharp items of any kind;
  - 8.1.3 Items which are likely to endanger the Aircraft or persons or property on board the Aircraft, or items that may become or are dangerous, such as those specified in the International Civil Aviation Organisation Technical Instructions for the Safe Transport of Dangerous Goods by Air, or the International Air Transport Association Dangerous Goods Regulations, including the following items:
    - 8.1.3.1 Wheelchairs with spillable unsealed batteries (wet cell);
    - 8.1.3.2 Compressed gasses – deeply refrigerated, flammable, non-flammable and poisonous such as butane, oxygen, liquid nitrogen, aqualung cylinders, camping cylinders and tear gas;
    - 8.1.3.3 Corrosives such as acids, alkalis, mercury and wet cell batteries;
    - 8.1.3.4 Explosives, munitions, fireworks, flares, toy gun caps and ammunition
    - 8.1.3.5 Flammable liquids and solids such as lighter fuel, matches, paint thinners, fire-lighters, petrol and articles which are easily ignitable; substances likely to spontaneously combust; substances which on contact with water emit flammable gases;
    - 8.1.3.6 Radioactive materials;
    - 8.1.3.7 Briefcases and attaché cases with installed alarm devices including pyrotechnic material or devices using lithium batteries;
    - 8.1.3.8 Oxidizing materials such as bleaching powder and peroxides;
    - 8.1.3.9 Poisons and infectious substances such as insecticides, weed-killers and live virus materials; and
    - 8.1.3.10 Disabling devices such as mace, pepper spray or containing an irritant or incapacitating substance.
- 8.2 The Client must seek Oriens Flight Operations Limited' prior written approval if any passengers wish Oriens Flight Operations Limited to carry any sporting weapons and/or ammunition on board any Flight.

## **9.0 Exclusion of Liability/Indemnity**

- 9.1 All warranties, conditions and other terms implied by statute and common law are, to the fullest extent permitted by law, excluded from the Services provided by Oriens Flight Operations Limited to the Client.
- 9.2 Oriens Flight Operations Limited shall be under no liability to the Client or to any passenger for any failure by it to perform its obligations under this Agreement arising from Force Majeure.
- 9.3 Oriens Flight Operations Limited shall not be liable to the Client for any loss of profits, loss of business, depletion of goodwill and/or similar losses, loss of anticipated savings, loss of goods, loss of contract, loss of use, any form of economic loss, costs, damages, charges or expenses or any other consequential losses.
- 9.4 Oriens Flight Operations Limited's total liability in contract, tort (including negligence other than negligence that results in death or personal injury), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Agreement shall be limited to the price paid under this Agreement.
- 9.5 The Client shall indemnify Oriens Flight Operations Limited against any loss, damage, liabilities, costs or expenses of whatsoever nature caused to be suffered or incurred by Oriens Flight Operations Limited and its officers, employees agents or subcontractors arising out of any act or omission of the Client or its officers, employees or agents whether arising in contract or tort (including negligence) or otherwise.
- 9.6 Any exclusion or limitation of liability of Oriens Flight Operations Limited shall apply to and be for the benefit of any agents, servants and representatives of Oriens Flight Operations Limited and any person whose Aircraft is used by Oriens Flight Operations Limited in connection with any Flight and such person's agents, servants or representatives.
- 9.7 Oriens Flight Operations Limited shall not be deemed to undertake any carriage to which this Agreement relates as a common carrier.
- 9.8 The carriage of the passengers on international flights shall be governed by the rules and limitations established by the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, Poland, on October 12, 1929, as amended by the Protocol signed at The Hague, Netherlands, on September 28, 1955 (herein collectively called the "Warsaw Convention") and/or by the rules and regulations established by the Montreal Convention on the Unification of Certain Rules for International Carriage signed in Montreal on 28th May 1999 ("the Montreal Convention") which rules and limitations shall, to the extent such Warsaw Convention and/or the Montreal Convention is/are applicable, apply to the Flight(s) hereunder.

**10.0 Termination**

- 10.1 This Agreement may be terminated immediately upon notice from Oriens Flight Operations Limited to the Client upon the occurrence of any of the events specified below:
- 10.1.1 The Client defaults in the payment of any amount payable under this Agreement on the due date; or
  - 10.1.2 The Client is in breach of any of its non-payment obligations hereunder which, if such breach is capable of remedy, has not been remedied within 14 days of receipt of written notice from Oriens Flight Operations Limited requiring remedy of such breach; or
  - 10.1.3 The Client admits in writing its inability to pay or becomes unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
  - 10.1.4 An administration order is made in relation to the Client; or
  - 10.1.5 Proceedings are started or any steps are taken for the winding-up or dissolution of the Client or for the appointment of a receiver, administrative receiver, trustee, supervisor or similar officer of the Client or any or all of its revenues and assets; or
  - 10.1.6 An encumbrancer takes possession of any of the Client's revenues or assets, or any security created by the Client becomes enforceable and the mortgagee or chargee takes steps to enforce the same (including without limitation by appointing a receiver or administrative receiver to any of the assets of the Client); or
  - 10.1.7 The Client convenes a meeting or takes any steps for the purpose of making or proposes to enter into or make any arrangement or composition for the benefit of its creditors; or
  - 10.1.8 A distress or other execution is levied or enforced upon or against any part of the Client's property; or
  - 10.1.9 The Client suspends or ceases or threatens to suspend or cease to carry on its business or (except in the ordinary course of business) it sells, leases, transfers or otherwise disposes of or threatens to dispose of all or any substantial part of its undertakings or assets (whether by a single transaction or by a series); or
  - 10.1.10 All or any substantial part of its assets are seized or appropriated by or on behalf of any governmental or other authority or are compulsory acquired; or
  - 10.1.11 If anything analogous to the events referred to in Clauses 10.1.3 to 10.1.10 above occurs in any jurisdiction in which the Client conducts its business.

**11.0 Effect of Default**

- 11.1 If this Agreement is terminated under Clause 10, then the Client shall (without prejudice to any other rights and remedies which Oriens Flight Operations Limited may have) pay forthwith to Oriens Flight Operations Limited all amounts then due and unpaid to Oriens Flight Operations Limited pursuant to this Agreement, together with interest thereon (if any) at the rate specified in this Agreement and the Client shall indemnify and keep Oriens Flight Operations Limited indemnified against all loss, damage, costs, expenses, claims or liabilities incurred or sustained by Oriens Flight Operations Limited as a result of such termination, and Oriens Flight Operations Limited shall be entitled to retain any initial deposit paid by the Client pursuant to any provisions therefore set out in the Flight Confirmation.
- 11.2 The Client shall indemnify Oriens Flight Operations Limited against any claims by any passenger of the Client arising out of the termination of the Agreement.

**12.0 Set-Off and Application of Moneys**

- 12.1 Oriens Flight Operations Limited may at any time without notice to the Client at its discretion set-off any amounts paid by the Client to Oriens Flight Operations Limited hereunder against any amounts then due to Oriens Flight Operations Limited under this Agreement or against any amount due at such time from the Client to Oriens Flight Operations Limited.

**13.0 General**

- 13.1 Any notice required to be given under this Agreement shall be in writing and shall be deemed duly given if sent by registered first class post to the address herein stated of the party to whom it is to be given. Any such notice shall be deemed to be served at the time when the same is handed to or left at the address of the party to be served and if served by post on the day (not being a Sunday or Public Holiday) next following the day of posting or if served by email message upon the day such email message is sent.
- 13.2 This Agreement sets out the entire agreement and understanding between the parties or any of them in connection with the charter of the Aircraft as described herein and supersedes any prior representations, agreements, conditions, statements, negotiations and undertakings whether made orally or in writing in relation thereto.
- 13.3 No party has relied on any warranty or representation of any other party except as expressly stated or referred to in this Agreement.
- 13.5 No claims shall be made against Oriens Flight Operations Limited in respect of any representation, warranty, indemnity or otherwise arising out of or in connection with the charter of the Aircraft except where such representation, warranty or indemnity is expressly contained or incorporated in this Agreement.
- 13.6 No variation of this Agreement shall be effective unless made in writing and signed by both Parties.

- 13.7 The Charter Price, payment terms and other commercial terms contained in this Agreement are confidential to the parties and may not be disclosed to third parties without prior written approval other than to their respective professional advisers or as such disclosure may be mandated by law.
- 13.8 No failure by Oriens Flight Operations Limited to exercise and no delay by Oriens Flight Operations Limited in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law.
- 13.9 The Client shall not be entitled to assign any of its rights under this Agreement.

**14.0 Applicable Law and Jurisdiction**

- 14.1 This Agreement and all non-contractual matters arising out of, associated with or connected with it shall be governed by and interpreted in accordance with English law and the parties hereto hereby submit to the exclusive jurisdiction of the English Courts to settle any claim or dispute that arises out of or in connection with this Agreement or its subject matter.