

Volanteus Limited
Commercial Jets - Terms and Conditions

CHARTER BOOKING AGREEMENT

The person, company, agent or responsible person who appears in the 'Confirmation of Booking' (as defined below) hereby engages Volanteus (as defined below) to act as its broker to arrange for the charter services described in the Flight confirmation.

Volanteus hereby accepts said engagement and shall act as a broker on behalf of the Client and third-party certified air operators (the "Operator" or "Operators") operating under the Civil Aviation Authority of the United Kingdom (CAA), the Federal Aviation Authority (FAA) regulations or foreign equivalents of aircraft and operators licenced for carriage of passengers for hire and reward.

1. DEFINITIONS AND INTERPRETATION

- 1.1 Within the conditions set out below, the following items shall be defined as follows:
- 1.2 "Agreement" means the Confirmation of Booking and these General Terms contained herein;
- 1.3 "Aircraft" means the aircraft (or its suitable substitute) operated by the Operator;
- 1.4 "Business Day" means a day (other than a Saturday or Sunday) on which normal business operations are conducted in London, England;
- 1.5 "Charter Booking" means the charter of the Aircraft by the Client from the Operator, as arranged by Volanteus and pursuant to the terms herein;
- 1.6 "Charter Contract" means the terms specified within the Confirmation of Booking and Terms and Conditions;
- 1.7 "Charter Price" means the price payable for the Charter Booking and any additional services as agreed in advance between Volanteus and the Client as set out in the "Confirmation of Booking" or as otherwise provided for in the Terms and Conditions;
- 1.8 "Client" means the individual, company, passenger, agent or responsible person or representative of the company or individual noted in any or all of the Agreement, Confirmation of Booking or passenger manifest, as applicable;
- 1.9 "Flight" means the flight(s), or any of them, as set out in the Confirmation of Booking and as further described in the Charter Contract;
- 1.10 "Flight Brief" means a briefing document supplied by Volanteus to the Client prior to the Flight detailing all necessary and specified information in relation to the Charter Booking;
- 1.11 "Flight Schedule" means cover all aspects of the Flight as described on the 'Confirmation of Booking' including the date, route, departure/arrival time and aircraft details;
- 1.12 "General Terms" means the general terms and conditions as detailed below;

- 1.13 "Montreal Convention" means the Convention for the Unification of Certain Rules for International Carriage by Air, signed in Montreal, Canada on 28 May 1999, as amended from time to time;
- 1.14 "Operator" means the operator of the Aircraft that is performing the Charter Contract, as named in the Confirmation of Booking;
- 1.15 "STA" means the scheduled time of arrival of any Flight in the Confirmation of Booking;
- 1.16 "STD" means the scheduled time of departure of any Flight in the Confirmation of Booking;
- 1.17 "Travel Documentation" means all travel documents including but not limited to passports, visas, passenger tickets, baggage receipts, air waybills, health and other certificates and all other applicable documents required under the Montreal Convention or other applicable laws or by the Operator, any authority or any other relevant third party;
- 1.18 "Volanteus" means Volanteus Limited, a private limited company incorporated under the laws of England and Wales whose registered office is Third Floor Astral Towers Betts Way, Langley Green, Crawley, West Sussex, England, RH10 9AX and with registration number 10303149 and shall include any of its duly authorised employees, affiliates and related companies;
- 1.19 "Warsaw Convention" means the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed in Warsaw, Poland on 12 October 1929, as amended from time to time.
- 1.20 Any references to statutes or statutory provisions shall be construed as including references to those statutes or statutory provisions as amended from time to time and shall be construed as including any regulations, instruments, orders or other secondary legislation under them.
- 1.21 Any references to a party to this Agreement shall include their personal representatives, successors in title and permitted assignees.
- 1.22 The headings used in this Agreement are for reference only and shall not be construed as affecting the construction or interpretation of any clause therein.
- 1.23 Singular words shall include the plural and vice versa, words signifying one gender shall include all genders and vice versa and any references to persons shall include individuals, partnerships, corporations and unincorporated associations.
- 1.24 References to a recital or clause is a reference to a recital or clause in this Agreement.
- 1.25 Words and phrases including, but not limited to, "other", "including" and "in particular" shall not limit the generality of any preceding words or be interpreted as limiting any preceding words to the same class where a broader construction is possible.

2. THE ROLE OF VOLANTEUS

- 2.1 The Client hereby appoints and authorises Volanteus to nominate, arrange and procure an Operator and any additional services to meet the Client's specific requirements for the Flight Schedule on the Client's behalf and Volanteus hereby accepts such appointment on the terms and conditions of this Agreement.

- 2.2 The Client hereby authorises Volanteus to negotiate or vary the terms of the Charter Contract with the Operator, as Volanteus sees fit. Volanteus shall, as soon as it is practicable, notify the Client of any variations which have a material effect on the Flight Schedule. Notwithstanding this authorisation, Volanteus shall not be required to negotiate terms or variations of the Charter Contract which are not ordinarily offered by the Operator in its commercial provision of chartered flights.
- 2.3 Once the Confirmation of Booking has been signed, Volanteus will proceed to enter into the Charter Contract (or multiple Charter Contracts as may be required) and any contract for additional services with the Operator as agent on behalf of the Client. Once the Charter Contract has been duly executed, Volanteus will provide written confirmation that the Charter Contract and any contract for additional services have been fully executed by all parties and the Client agrees to be bound by and to fully perform its obligations set out in the terms of these contracts.
- 2.4 Volanteus shall use its reasonable endeavours to ensure the Operator is able to provide that the Aircraft, at the commencement of the Flight, is properly manned, equipped, fuelled and airworthy in accordance with the applicable laws and regulations of the state of registration of the Aircraft and that the Aircraft shall be operated in accordance with all applicable laws and regulations during the period of the Flight.
- 2.5 The Client agrees that carriage will be provided by the Operator, who shall have exclusive responsibility for the maintenance and operation of the Aircraft for the period of the Flight. Volanteus has no authorisation over the Operator, its crew, ground staff or operating personnel. All associated ground and operating personnel or air crew are authorised to take orders only from the Operator, unless it is otherwise agreed with the prior written consent of the Operator, to be given prior to the commencement of the Flight Schedule, that the Client is authorised to provide defined instructions to the personnel of the Operator.
- 2.6 The Client acknowledges that Volanteus is entering into the Charter Contract on its behalf as agent and that Volanteus shall accordingly not be liable for any delay or failure of the Operator to perform the Operator's obligations under the Charter Contract or any breach by the Operator of the terms of the Charter Contract.
- 2.7 The Client acknowledges that in respect of the performance of the Flight and the Charter Contract, the Client has a contractual relationship only with the Operator and not Volanteus. As such, any charters arranged on behalf of the Client by Volanteus shall be subject to the terms and conditions and limitations of liability imposed by the Operator.
- 2.8 Volanteus shall perform its obligations arising under or in connection with this Agreement with reasonable care and skill. Volanteus shall not assume any other duties, whether fiduciary or otherwise, to the Client unless such duties are expressly set out in this Agreement.

3. THE ROLE OF THE CLIENT

- 3.1 The Client shall comply and shall ensure that all passengers, their baggage and any cargo shall comply with all relevant laws and regulations in any state of departure, transit or arrival involved in this Agreement.
- 3.2 The Client shall ensure it and its passengers comply with all requirements and instructions of the Operator whether set out in the Charter Contract or otherwise given by the Operator and any

laws and regulations of any country which are applicable to the Operator's operation of the Aircraft and/or to any Flight.

- 3.3 The Client is responsible for the performance of the Client's obligations, as defined under the Charter Contract, the Flight Brief and any other relevant written communications outlined prior to the flight date.
- 3.4 The Client shall indemnify Volanteus against any and all losses and liabilities which Volanteus may incur as a result of it acting with reasonable care and diligence within the scope of its authority as agent to the Client.
- 3.5 The Client shall complete the travel documents in such form as the Operator or Volanteus may require at a reasonable time as defined by Volanteus, prior to STD. It shall be the responsibility of the Client to ensure that properly completed travel documents are delivered to passengers and shippers in accordance with the applicable governing laws and that all passengers and shippers comply fully with the provisions as defined within the travel documents prescribed. If the Client's passengers and shippers do not comply fully then the Operator reserves the right to refuse boarding/loading of the Client and/or its passengers and/or baggage and/or cargo accordingly.
- 3.6 The Client shall ensure that passengers and their baggage and any associated cargo shall arrive at the specified check-in point at the departure airport not later than the Check-in Time, as defined within the Flight Brief.
- 3.7 If the Client or any of its passengers should fail to arrive at the check-in or departure point by the required time notified by Volanteus or the Operator or, if no time has been notified, in good time prior to the scheduled time for departure, the Operator may depart as scheduled and the Operator and/or Volanteus shall in no way be responsible for or to Client or any passengers for any damages, losses, expenses or costs. Volanteus shall be deemed to have completed its contractual obligation to the Client.
- 3.8 The Client shall provide all information, assistance and documentation as reasonably requested by Volanteus in order to perform its obligations under the Agreement. The Client warrants as to the truthfulness, completeness and accuracy of any information or documentation it provides to Volanteus in connection with the Agreement.
- 3.9 The Client shall ensure it and all passengers comply with all customs, health, security and other laws and regulations which are applicable to the Flight Schedule. The Client shall also ensure that all passengers are fit to travel, and the captain will have the overall discretion with regards to the Operation of the aircraft and are sober. If any passenger suffers from any illness, disability or any other condition that could potentially impact on the operation of the Flight Schedule or require any special equipment, arrangements or adjustments then it is the Client's responsibility to bring to the attention of Volanteus any special assistance or arrangements which are required for the Client and/or its passengers to travel on the Flight once known.
- 3.10 The Client warrants that it and all passengers will hold all Travel Documentation required to secure transit from, through and to any relevant applicable countries, whether or not listed in the Flight Schedule.
- 3.11 The Client shall provide Volanteus with a full passenger and cargo manifest and all other required documentation in respect of the Flight before the due time specified in the Flight Schedule or at

any other time Volanteus may request. All such manifests and documentation shall be provided by email or any other method that Volanteus may request from time to time.

- 3.12 The Client agrees that Volanteus may distribute the manifest and any other documentation it provides to Volanteus in connection with this Agreement to third parties as may be necessary to enable Volanteus and/or the Operator to perform its obligations to the Client.
- 3.13 The Client warrants that the transportation of the Client, its passengers, their baggage and their cargo will not expose Volanteus, the Operator or any of their employees, servants, agents, insurers or reinsurers to any actual or risk of sanctions, prohibitions or penalties imposed by the laws and regulations of any applicable state, country, national or international governmental organisation.
- 3.14 The Client warrants that it and its passengers are not restricted persons or restricted organisations in accordance with any sanctions, orders or laws upheld by any of the United States of America, the European Union, the United Kingdom of Great Britain and Northern Ireland or any applicable country or applicable government entity which has jurisdiction over the Client or any of its passengers.

4. OPERATION

- 4.1 The Operator and the captain of the Aircraft are authorised to take all necessary measures to ensure safety. They shall have absolute authority and discretion as to whether there shall be any deviation from the specified route and where alternate and/or immediate landings shall be made. Such determinations shall be binding upon and accepted by the Client and all passengers. The Client acknowledges that Volanteus does not have control over the operations of the Operator, including but not limited to circumstances that are in the interests of the safety of all persons on board the Aircraft.
- 4.2 The Operator and the captain of the Aircraft shall have full authority and discretion regarding the admission or discharge of any passenger, baggage or cargo onto or from the Aircraft. The Client shall accept all decisions of the Operator and the captain and waives any claim it has against the Operator, Volanteus or their respective agents for any loss, damage, costs or claims of any nature and whether arising in contract or tort or otherwise as a consequence of any such decision.
- 4.3 Volanteus reserves the right to substitute the Aircraft and/or the Operator at any point with a reasonably suitable alternative Aircraft and/or Operator, where reasonably required from time to time. If Volanteus exercises such right, Volanteus shall use its reasonable endeavours to find a suitable alternative Aircraft and/or Operator to operate such flights reasonably within the same price budget as set out in the Flight Schedule. In the event that Volanteus substitutes the Aircraft and/or the Operator, the aircraft or carrier substituted to replace the original Aircraft or Operator shall immediately become the Aircraft or Operator for the purposes of the Agreement and the terms of the Agreement shall apply to the substituted aircraft or operator as if it were the original aircraft or operator.
- 4.4 If at any time, the Operator becomes insolvent and ceases flight operations, Volanteus will use its reasonable endeavours to find a suitable substitute Operator and/or Aircraft within a reasonable time frame. If a suitable substitute Operator and/or Aircraft cannot be found, the Client shall be entitled to a refund only if and to the extent that Volanteus has not forwarded the

payable amounts to the Operator in respect of the Flight (and can reasonably refrain from doing so legally) or that Volanteus has received a refund of the payable amounts from the Operator.

- 4.5 In the event of clause 4.3 or 4.4 occurring, should the cost of a replacement Aircraft and/or Operator exceed the previously confirmed Charter Price, any additional costs in securing an alternative Aircraft(s) and/or Operator shall be payable by the Client. Volanteus shall advise and require approval of any additional costs from the Client prior to confirming a replacement Aircraft(s) and/or Operator. The Client acknowledges that Volanteus cannot guarantee the availability of a replacement Aircraft and/or Operator. If Volanteus is unable to secure a replacement Aircraft and/or Operator, Volanteus shall be entitled to cancel this Agreement or such part of the Flight Schedule as might be affected. Volanteus shall not have any liability or responsibility for its failure to secure a replacement Aircraft and/or Operator.
- 4.6 The legal recourse of the Client in connection with the provision of a Flight and the performance of a Charter Contract is against the Operator only. If for any reason (including upon insolvency or financial failure of the Operator) the Operator is unable to provide the services for which the Client has contracted for under the Charter Contract, the Client shall only have legal recourse against the Operator and agrees to waive any rights and remedies it may have against Volanteus in respect of the Charter Contract.
- 4.7 Volanteus shall not accept any responsibility or liability for delays in departures or arrivals, unless such delays are a direct result of Volanteus' wilful misconduct or gross negligence, in performance of its obligations, as specified within this Agreement. Volanteus shall not accept any responsibility or liability for delays in departures or arrivals which are reasonably considered to be due to factors outside of Volanteus' reasonable control including, but not limited to, aircraft serviceability, local or national air traffic control issues, crewing delays or shortages, adverse weather conditions, omission of required diplomatic or airport clearances, or factors affecting the Aircraft on an earlier flight.
- 4.8 If, for any reason, the Aircraft is diverted from any destination airport, the Flight or the affected Flight, shall be deemed complete when the Aircraft arrives at the airport to which it has been diverted. Volanteus accepts no responsibility if the Flight has been diverted for any reason other than the gross negligence or wilful misconduct of Volanteus. Volanteus agrees to use its reasonable endeavours to work with the Client in respect of assisting the Client and its passengers to reaching the final destination, if possible. Any additional costs that arise under or in connection with such diversion and assistance may be charged to the Client by Volanteus.

5. PAYMENT TERMS

- 5.1 The Charter Price and all other costs and sums due from the Client shall be payable to Volanteus in accordance with the "Charter Price" section within the Confirmation of Booking, as set out in the payment terms specified within the Confirmation of Booking.
- 5.2 Time for payment of the Charter Price and all other costs and sums due from the Client shall be of the essence. Payment shall be made to Volanteus' account by bank transfer in cleared funds, in the agreed currency, without set-off, withholding tax or deduction and in accordance with the payment terms set out within the Confirmation of Booking.
- 5.3 The Charter Price includes all normal operational costs incurred during the operation of the Flight Schedule including the Aircraft, insurance, fuel, maintenance, landing, parking, ground handling, hangarage, ground handling, passenger taxes, passenger security charges, standard catering and

the remuneration of air crew and the services, unless otherwise advised within the Confirmation of Booking.

- 5.4 All other costs including, but not limited to, all licence fees, clearance fees, royalties and non-objection fees, baggage screening charges, security fees and taxes, customs duties, increased airline insurance premiums, customs levies, government and local taxes, airport and passenger taxes, connections to and from airports, ground accommodation, de-icing, fuel surcharges, cabin services, additional catering requests, on-board Wi-Fi charges, costs of palletising or packing cargo and all other costs which may be introduced, increased or levied after the date of this Agreement and are payable under the Charter Booking shall exclusively be for the account of the Client, unless otherwise specified within this Agreement or the Confirmation of Booking.
- 5.5 If there are any additional costs due in relation to the Contract which are not contained within clauses 5.1, 5.3 or 5.4, these will be expressly advised within the Confirmation of Booking or upon further notification from Volanteus, as may be required from time to time.
- 5.6 The Charter Price is subject to any applicable variation in accordance with the definitions of this Agreement. The Charter Contract is subject to any increase in or additional surcharge for any fuel, taxes, insurances, airport fees, en-route navigation charges or currency exchange rate variations which are imposed by the Operator and are beyond the reasonable control of Volanteus. Volanteus shall provide written notice to the Client of any surcharges as soon as practicable after Volanteus has been notified of such surcharges by the Operator or any third party. The Client agrees to be bound by any such variations and to promptly compensate Volanteus for any sums due in accordance with the Agreement upon receipt of written notice of such surcharges.
- 5.7 Volanteus will use its reasonable endeavours to advise the Client of any taxes which are applicable in relation to the Agreement. However, Volanteus accepts no liability in relation to taxes which are due and have not been advised in relation to the Contract. For the avoidance of doubt, the Client shall at all times remain fully liable and shall fully indemnify Volanteus for all taxes which are applicable in relation to the Agreement.
- 5.8 On receipt of the Client's funds, Volanteus will be responsible for their safekeeping whilst they remain in Volanteus' bank account. As soon as any monies due to the Operator are transferred to the Operator in cleared funds, Volanteus shall bear no further responsibility or liability to the Client in respect of the safekeeping or proper use of such funds by the Operator.
- 5.9 If payment is not received in full on the specified due date and without prejudice to any other remedy available to it, Volanteus reserves the right to charge the Client interest on the outstanding amount at the rate of 5% per annum above the Bank of England base rate from the specified due date, which shall be compounded monthly, until the time at which the outstanding payment has been fully received in cleared funds by Volanteus. Should Volanteus incur any costs associated with the recovery of the outstanding amounts or interest, such as legal fees, it is agreed that the Charterer will be responsible for these costs. The Client shall pay such interest and costs to Volanteus on demand.
- 5.10 If payment of the Charter Price is not received in full by the specified due date in the Confirmation of Booking and any grace period given by Volanteus has also elapsed, Volanteus shall, without prejudice to any other rights or remedies available to it, reserve the right to treat this non-payment as constituting cancellation by the Client of this Agreement. If Volanteus does treat this Agreement as being cancelled then without prejudice to the cancellation terms of this

Agreement, Volanteus reserves the right to recover cancellation charges, demurrage charges and any additional charges or costs which Volanteus has reasonably incurred or committed to in connection with the Flight prior to such cancellation.

- 5.11 If the Client, any persons acting on its behalf or any passenger to be carried on the Flight causes a delay in the departure or arrival time of the Aircraft, the Client agrees to pay all demurrage charges which may be levied by the Operator onto the Client and/or Volanteus at such rates as notified to the Client by Volanteus from time to time. The Operator shall reserve its right to continue with the Flight as scheduled in the Flight Schedule or to cancel the Flight. The aforementioned rights of the Operator shall be without prejudice to any claim the Operator may have against the Client in respect of demurrage.
- 5.12 Should the Client wish to make amendments or cancellations to all or part of the Charter Contract, it shall notify Volanteus immediately. Cancellation/amendment charges will be applicable in accordance with the Confirmation of Booking and Volanteus will require these charges to be settled immediately or as per the Payment Terms defined within the Agreement.
- 5.13 Volanteus shall use its best endeavours to highlight any potential additional charges prior to Confirmation of Booking. However, the Client accepts that weather, client or operational delays and passenger decisions on-board the Aircraft are outside of the control of Volanteus.
- 5.14 The Client shall be responsible for all costs, charges and expenses incurred by Volanteus and/or the Operator in connection with the provision of any special equipment, materials, accessories, services and facilities which are necessary to meet the requirements of the Client, its passengers, its cargo and/or its baggage under the Agreement, whether or not such requirements were notified in advance.
- 5.15 The Client shall fully indemnify Volanteus for any costs, charges, fines, expenses, losses or damages incurred by Volanteus and/or the Operator in respect of the Client and/or any of its passengers being removed from any state by reason of any applicable laws or regulations, breaches of any applicable laws or regulations, disruptive or unruly behaviour or incapability to travel on any medical grounds.

6. LICENCES AND INTERNATIONAL REGULATIONS

- 6.1 All Flights are conditional on the timely approval and continued retention of all relevant licences, insurances, traffic rights, permits and/or certifications, and any further licences or authorities which may be required from the relevant authorities for the operation of the Flight by the Operator. If such approvals or retentions are not reasonably possible and a substitute Aircraft or Operator cannot be obtained for any reason, the Flight Schedule shall be cancelled upon written notice being provided by Volanteus to the Client. Volanteus shall use its reasonable endeavours to observe the Operator's fulfilment of all such regulatory requirements in order for it to operate the Flight.
- 6.2 Volanteus shall not be obliged to refund any sums paid to the Client in the event of cancellation under clause 6.1 unless and until Volanteus is in receipt of all such sums from the Client.
- 6.3 If the licences, authorities or other regulatory requirements for the operation of the Flight are not reasonably likely to be obtained in good time or not reasonably likely to be retained and where Volanteus has used its reasonable endeavours to help the Operator obtain such licences, authorities or other regulatory requirements, Volanteus reserves the right to cancel the

Agreement without any further liability to the Client. Upon such cancellation, Volanteus reserves the right to refund all monies paid by the Client in full as soon as is reasonably practicable. Any refunded monies shall be after deduction of any administrative or non-refundable elements of the Charter Price paid to the Carrier and all reasonable costs that Volanteus has incurred for contractual obligations which have already been performed or which can reasonably still be performed, notwithstanding such cancellation.

7. CANCELLATION AND TERMINATION

- 7.1 The Client may cancel this Agreement at any time prior to STD by notice in writing to Volanteus. Upon such cancellation, the Client will be obliged to make payment to Volanteus according to the cancellation terms set out within the Agreement and the Confirmation of Booking.
- 7.2 The date on which written notice of cancellation has been received by Volanteus shall be constitute the effective date on which cancellation of the Agreement has occurred. If notification is received on a day that is not a Business Day, written notice will be deemed to have been received at the commencement of the next Business Day. Notice of cancellation must be received in written form and followed by a telephone call to a duly authorised representative of Volanteus to ensure the notice has been duly received.
- 7.3 Without prejudice to clause 7.3, Volanteus shall reserve the right to recover from the Client any additional costs that Volanteus has reasonably incurred or committed in connection with the Agreement prior to cancellation by the Client.
- 7.4 The Flight will be considered as confirmed upon acknowledgment of the confirmation in writing by a duly authorised representative of Volanteus.
- 7.5 Volanteus may terminate this Agreement with immediate effect by notice in writing if the Client becomes insolvent or is otherwise deemed unable to pay its debts in accordance with Section 123 Insolvency Act 1986.
- 7.6 If Volanteus terminates this Agreement under this clause, the Client shall be liable for cancellation charges in accordance with the Confirmation of Booking. If the Client cancels one or more of the flights in the Flight Schedule, the Client shall pay Volanteus cancellation charges based on such proportion of the Charter Price, as set out in the Confirmation of Booking or as Volanteus shall reasonably determine.

8. FORCE MAJEURE

- 8.1 Volanteus shall not be liable for any default or failure by the Operator to perform any of its obligations under this Agreement so long as and to the extent that such default or failure is caused by a Force Majeure Event.
- 8.2 A Force Majeure Event means any event which is beyond the reasonable control of Volanteus, including (but not limited to) acts of God, acts of any governmental or national authority, explosions, revolutions, riots or civil commotion, acts of terrorism, hijacking, war, national or local emergency resulting in airfield or airspace closures, strikes, industrial disputes or actions, air traffic control issues, fire, lightning, flooding, embargoes, quarantine, adverse weather conditions, requisitions, labour disputes, sanctions, seizure, service bulletins, airworthiness directives, the refusal or error in or revocation of any authorisations or permits required for the Flight or accidents to or failure of the Aircraft or any machinery or any part of it. Volanteus shall

inform the Client if it becomes aware of any event referred to in relation to this General Term which is likely to cause a delay or cancellation to any flight.

- 8.3 If there is any actual or heightened threat of a Force Majeure Event which results in the insurance coverage premiums of the Operator being changed or restricted, the Client agrees to be governed by such changes or restrictions and agrees to assume any additional costs, as imposed by the Operator, to enable completion of the Flight.
- 8.4 Where the Operator and/or the Client is affected by a Force Majeure Event, the obligations of Volanteus shall be limited solely to the reimbursement of all monies that the Client has paid to Volanteus but has not yet been paid to the Operator or to any other third parties or has not yet been applied by Volanteus in respect of the Flight Schedule and any additional services that are consequently cancelled. Any reimbursement by Volanteus to the Client shall be subject to any non-reimbursable costs and expenses which Volanteus has already incurred at the time of the Force Majeure Event.

9. EXCLUSIONS OR OMISSIONS

- 9.1 Volanteus will be indemnified and held harmless by Client for any misrepresentations presented to the Carrier, on Volanteus' website or otherwise. Any exclusions or omissions, either expressed or implied, are not the responsibility of Volanteus.
- 9.2 This Agreement does not constitute a contract of carriage. Volanteus is not and will not act in any way as a carrier or an operator of any aircraft or the Operator. The Client and any passenger or cargo shall be deemed to have contracted for their carriage with the Operator only and all carriage shall accordingly be subject to the standard conditions of carriage of the Operator and all applicable statutes, laws and/or other provisions in respect of liability. The Operator shall at all times be responsible for the Flight.
- 9.3 Volanteus shall not be liable to the Client or its passengers for non-performance or other breaches, errors or failings by the Operator or its agents of the performance or compliance of the Operator's obligations in this Agreement or the Charter Contract.
- 9.4 The Client agrees that the carriage of it, its passengers and their respective baggage are bound by the international carriage conventions as defined under the Montreal Convention, or the Warsaw Convention where the Montreal Convention is not applicable. Any liability in respect of the Client or passengers shall be subject to the provisions of the Montreal Convention or the Warsaw Convention if the Montreal Convention is not applicable.
- 9.5 Notwithstanding any other clause in this Agreement but subject to clause 9.6, Volanteus shall not be liable to the Client or any third party for any direct, indirect or consequential losses or damages to profit, revenue, goodwill, reputation, business, contracts, opportunities, data, anticipated savings or claims brought by a third party.
- 9.6 The liability of Volanteus shall not be limited or excluded by any provision of this Agreement to the extent such limitation is restricted or prohibited by law and in particular, nothing in this Agreement shall limit or exclude liability for death or personal injury caused by negligence to the extent prohibited by law or for fraudulent misrepresentation or other fraud.
- 9.7 Subject to clauses 9.5 and 9.6, the total aggregate liability of Volanteus in respect of the Agreement and the Flight Schedule shall be limited to a sum equal to 100% of the proportion of

the Charter Price paid by the Client to Volanteus in respect of the Agreement and/or the Flight Schedule.

- 9.8 The Client shall not be permitted to sell any or all of the Aircraft's seating capacity, baggage allowance and/or cargo allowance it or its passengers have been provided with under the Flight Schedule without the prior written consent of Volanteus, which shall be withheld or granted at the absolute discretion of Volanteus. For the avoidance of doubt, Volanteus shall be entitled to sell any or all of the Aircraft seating capacity, baggage allowance and/or cargo allowance available on the Aircraft which has not been designated to the Client or its passengers.
- 9.9 The Client shall indemnify and hold harmless Volanteus against any claims made by any passenger, owner of cargo, the Operator or any third party that might be brought by reason of any breaches by the Client, passengers or cargo of this Agreement or any damage caused by the Client, the passengers or cargo to any aircraft or any ground equipment.

10. BAGGAGE AND CARGO

- 10.1 The Client shall notify Volanteus prior to the execution of the Agreement, or as soon as practicable if the Agreement has already been executed, of any baggage requirements which are additional to the baggage allowance stipulated in the Flight Schedule. Carriage of any additional baggage and/or cargo shall be subject to the practicality and available capacity for the additional baggage and/or cargo, by reference to the overall permitted payload of the Aircraft, and the absolute discretion of the Operator. Volanteus shall use its reasonable endeavours to accommodate the Client's additional baggage and/or cargo requirements, to the extent possible, that the Client notifies Volanteus thereof.
- 10.2 The Client hereby agrees that it shall be fully liable for all increased costs or charges incurred by Volanteus or the Operator as a result of the additional cargo that the Client requests to be carried on the Aircraft.
- 10.3 The Client hereby acknowledges that the Operator or its agents are authorised to inspect and examine any baggage and/or cargo belonging to the Client or its passengers and may, at its absolute discretion, refuse to allow any baggage and/or cargo which the Carrier considers to be unsuitable for carriage on the Aircraft for reasons including, but not limited to, the nature of the baggage and/or cargo or any applicable laws, orders or regulations of any country that the Aircraft is departing from, flying over or arriving at.
- 10.4 The Client is responsible for ensuring that any baggage or cargo is appropriately packaged, packed and/or palletised and fit and ready for loading. The Client warrants that all baggage and cargo is fit for travel by air and contains no goods or items which are defined as dangerous or otherwise restricted goods under the IATA Dangerous Goods Regulations (DGR).

11. CONFIDENTIALITY

- 11.1 The terms and conditions of this Agreement are strictly confidential to the parties to this Agreement. The parties acknowledge that this Agreement contains commercially sensitive information and/or proprietary information which the parties agree to not disclose, share or distribute to any third party without the prior written consent of the other party, save as may be required by law or as may reasonably be required by the parties to perform their respective obligations under the Agreement.

12. GOVERNING LAW AND JURISDICTION

12.1 This Agreement (including a dispute in respect of the existence, validity or termination of this Agreement or the consequences thereof) shall be governed by and construed in accordance with the laws of England and Wales.

12.2 Each party agrees to submit to the exclusive jurisdiction of the Courts of England and Wales to settle any claim or matter arising under or in connection with this Agreement. Volanteus shall retain the right to bring proceedings against the Client in any other court which has jurisdiction.

13. SEVERANCE

13.1 Should any provision or part-provision contained within this Agreement become illegal, invalid or unenforceable then it shall be deemed amended to the minimum extent necessary to make that provision or part-provision legal, valid and enforceable. If such amendment is not possible without materially affecting the obligations of the parties under the Agreement, the relevant provision or part-provision shall be deemed deleted. Any amendments or deletions of a provision or part-provision shall not affect the legality, validity and enforceability of any other provision or part-provision of this Agreement.

14. ENTIRE AGREEMENT

14.1 This Agreement, together with the documents referred to in it, shall constitute the entire agreement between the parties and shall supersede and extinguish all previous agreements, warranties, promises, representations, undertakings and promises between the parties, whether written or oral, relating to its subject matter.

15. THIRD PARTIES

15.1 No provision of this Agreement shall be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

16. ASSIGNMENT

16.1 The Client shall not be permitted to assign, transfer, novate, mortgage, charge, subcontract or otherwise deal in any other manner with any part or all of its benefits, rights or obligations under the Agreement to a third party without the prior written consent of Volanteus, such consent to be granted at the absolute discretion of Volanteus.

16.2 Volanteus may at any time assign, transfer, novate, mortgage, charge, subcontract or otherwise deal in any other manner with any part or all of its benefits, rights or obligations under the Agreement to a third party. The Client shall enter into any documentation reasonably requested or required by Volanteus to effect such transfer to a third party.

17. AGENCY

17.1 The parties acknowledge that the Client has entered into this Agreement on its own behalf and on behalf of all passengers and the owners of any goods carried on the Aircraft as agent.

18. VARIATION

18.1 Subject to the terms and conditions of this Agreement, no variation of this Agreement shall be valid and effective unless it is in writing and signed by the parties or on behalf of the parties by their duly authorised representatives.

19. NOTICE

19.1 Any communications, notices, instructions and approvals to be given under this Agreement shall be in writing (but excluding fax transmission) and may be served by leaving it at or by sending it by pre-paid first-class post to the intended recipient's address or by sending it by electronic mail to the intended recipient's email address. The address details of the parties for service of notices are the address details set out in the Confirmation of Booking or such other address details as a party may notify the other party thereof in writing from time to time.

19.2 A notice given under this Agreement shall be deemed received once it has been acknowledged by the recipient. The parties shall also ensure that all written notices it provides are also communicated verbally to the receiving party to ensure their receipt is acknowledged. If such deemed receipt is not within a Business Day, the notice shall be deemed received at the start of the next Business Day.

20. WAIVER

20.1 No failure or delay by a party to exercise any right or remedy available to it under this Agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

20.2 No single or partial waiver of any right or remedy available to a party under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

21. DATA PROTECTION

21.1 The parties acknowledge that in the event that Volanteus processes personal data relating to the Client and its passengers during the performance of its obligations under this Agreement, Volanteus shall be the controller and the Client and its passengers shall be the data subjects for the purposes of the General Data Protection Regulation, as amended from time to time.

21.2 To enable the performance of the Flight and any additional services in connection with the Agreement, the Client hereby authorises Volanteus to retain and use any personal data belonging to the Client or its passengers and transmit such personal data to any relevant companies involved in the provision of transportation or related services and facilities, data processors working for Volanteus, Volanteus' agents, government enforcement agencies, credit and payment card companies. The Client acknowledges that the retainment and use of such personal data may involve sending personal data outside the European Economic Area.

21.3 The Client warrants that it has all the necessary authorities, grounds, rights and consents to enable Volanteus to process the personal data in accordance with GDPR for the purposes of this Agreement and that it shall comply with all applicable laws and regulations regarding the processing of personal data.

21.4 Volanteus, to the extent that it is acting as processor in respect of the personal data of the Client or its passengers, shall comply with the obligations of a processor, as set out in Article 28(3) of

the GDPR. This Agreement shall be deemed to include these obligations, which shall be imposed on Volanteus.

- 21.5 “Controller”, “data subject”, “personal data”, “process”, “processor” and “supervisory authority” shall, for the purposes of this Agreement, have the meanings set out in the General Data Protection Regulation (Regulation (EU) 2016/679), or similar legislation as implemented under the laws of England and Wales (including any national implementing laws, regulations and secondary legislation), in each case as applicable and in force in the United Kingdom from time to time (“GDPR”).
- 21.6 Volanteus shall not be held liable for any damages suffered by the data subjects arising from a processor acting outside of Volanteus’ instructions in respect of the processing of the personal data belonging to the Client or its passengers or from events otherwise outside of the reasonable control of Volanteus.
- 21.7 This Agreement is not exhaustive of the duties owed by Volanteus to the Client under GDPR in respect of the personal data belonging to the Client or its passengers or the purposes for which that personal data shall be used by Volanteus. This Agreement shall be read in conjunction with the privacy policy of Volanteus, as amended or replaced from time to time.