

Volanteus Limited
Private Jets - Terms and Conditions

CHARTER BOOKING AGREEMENT

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

Volanteus Limited hereby accepts said engagement and shall act as a broker on behalf of Client and third-party certified air operators (the "Operator" or "Operators") operating under the Civil Aviation Authority of the United Kingdom (CAA), Part 135 of the Federal Aviation Authority (FAA) regulations or foreign equivalents of aircraft and operators licenced for carriage of passengers for hire and reward.

DEFINITIONS AND INTERPRETATION

- 1.1 Within the conditions set out below, the following items shall be defined as follows:
- 1.2 "Client" is the company, passenger, agent or responsible person or representative of the company noted on any or all of the following: 'Confirmation', 'Booking', 'Agreement' or passenger manifest.
- 1.3 "Agreement" is the Confirmation of Booking and these General Terms contained herein;
- 1.4 "Aircraft" means the aircraft (or its suitable substitute) operated by the "Operator"
- 1.5 "Operator" is defined by the licenced airline or aircraft management company within the Confirmation of Booking or any of its staff and officers.
- 1.6 "Charter Booking" means the charter of the Aircraft by the Charterer, as arranged by Volanteus Limited and pursuant to the terms herein
- 1.7 "Flight Schedule" shall cover all aspects of the flight as described on the 'Confirmation of Booking' including the date, route, departure/arrival time and aircraft details
- 1.8 "Charter Price" shall mean the price payable for the Charter Booking and any additional such services as are agreed in advance between Volanteus Limited and the Charterer as set out in the "Confirmation of Booking" or other communication.
- 1.9 "General Terms" shall mean the general terms and conditions as detailed below.
- 1.10 "STD" means the scheduled time of departure in the Confirmation of Booking.
- 1.11 "STA" means the scheduled time of arrival in the Confirmation of Booking.
- 1.12 "Forces Majeure" means any event beyond a party's control including (but not limited to) acts of God, explosions, revolutions, acts of terrorism, hijacking, insurrection, riot, civil commotion, war, national or local emergency, act of government, lock-out, strike, industrial dispute or action, fire, lightning, flooding, embargoes, quarantine, requisition of an aircraft or cargo, acts or omissions of third parties and extreme weather conditions.

THE CHARTER BOOKING

- 2.1 Volanteus Limited shall procure and ensure the Operator is to provide the Aircraft at the commencement of the flight properly manned, equipped, fuelled and airworthy in accordance with the laws and regulations of the state of registration of the Aircraft and the Aircraft shall be operated in accordance with all applicable laws and regulations during the period of the flight(s). In the event that any flight is delayed through no fault of the Operator, the Client may be liable to pay the Supplier demurrage.
- 2.2 The captain 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 shall accept all such decisions as final and binding.
- 2.3 All ground and operating personnel including cabin staff are authorised to take orders only from the Operator unless specific written agreement shall first have been obtained from the Operator whereby certain defined instructions may be accepted by such personnel from the Client.
- 2.4 In circumstances outside of their control, Volanteus may at its discretion and without prior notice, substitute the Aircraft and/or the Operator and this substitute aircraft and substitute operator shall, for the purposes of this Agreement, be the Aircraft.

OPERATION

- 3.1 The Operator and the captain of the aircraft are authorised to take all necessary measures to ensure safety. They shall have full authority and complete 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 Client and all passengers. Volanteus does not control operations of the operator, especially in circumstances that are in the interests of the safety of all on board.
- 3.2 Liability for Damages: Client shall be held liable for any and all damages to the aircraft and property of, which was caused by Client or Client's guests.
- 3.3 Limitation of Liability: Volanteus Limited shall not be held liable for anything deemed as Forces Majure which shall prevent, delay or interrupt the furnishing or operation or performance of such transportation. In the event of any such occurrence, Volanteus Limited will use commercially reasonable efforts to provide other aircraft to meet Client's scheduled flight.
- 3.4 Volanteus Limited shall not be responsible or liable for the transportation of passengers who fail to report at the specified point of departure at the departure airport, at the departure time of the flight, or who are, through no fault of Volanteus Limited, are not aboard at the time of departure.
- 3.5 If the aircraft should become unserviceable prior to commencement of, or during the charter, Volanteus shall use reasonable endeavours to find an alternative carrier to operate such flights within the same price budget as previous confirmed. If the cost of replacement exceeds the previously confirmed charter, then any additional costs in securing an

alternative carrier shall be for the account of the Client. Volanteus shall advise and require approval of any additional cost to the Client prior to confirming the replacement aircraft.

- 3.6 If any member of the party of passengers should fail to so report or board, the Operator may depart as scheduled and Operator and/or Volanteus Limited shall in no way be responsible for or to Client or such individual for any damages; and Volanteus Limited shall be deemed to have completed its contractual obligation to Client.

CANCELLATION AND TERMINATION

- 4.1 The Client may cancel this Agreement at any time prior to the STD by notice in writing to Volanteus Limited. Upon such cancellation, the Client will be obliged to make payment to Volanteus Limited according to "cancellation policies" set out below in section 4.1.1:
- 4.1.1 If the Client wishes to cancel any flight(s) after confirmation of the Agreement, the following rates, unless detailed differently on the 'Confirmation of Booking' will be paid immediately by the Client to Volanteus Limited as agreed compensation for such cancellation:
- 25% upon confirmation
 - 50% if less than 72 hours
 - 75% if less than 48 hours
 - 100% if less than 24 hours/no notice/no show

A flight will be considered as confirmed upon acknowledgment of the confirmation sent by the Volanteus staff, it does not necessarily need to be signed. Receipt of funds will also be considered as a "contractual confirmation "It is agreed, that Volanteus Limited shall use reasonable endeavours to reduce and minimise any cancellation charges levied by the operator in respect of any cancelled flight(s). It is fair to say that usually we are able to negotiate these figures down significantly.

- 4.2 Volanteus Limited may terminate this Agreement immediately by notice in writing if the Client becomes insolvent or otherwise unable to pay debts.
- 4.3 If Volanteus Limited terminates this Agreement under this Clause, the Client shall be liable for cancellation charges in accordance with Clause 4.1. If the Client cancels one or more of the flights in the Flight Schedule, the Client shall pay Volanteus Limited cancellation charges based on such proportion of the Charter Price as Volanteus Limited shall reasonably determine.
- 4.4 All communications, directions, approvals, instructions, requests and notices required or permitted by this Agreement shall be in writing and shall be deemed to have been duly given or made when delivered personally or transmitted electronically by e-mail or facsimile, receipt acknowledged. In the event it becomes necessary to enforce the terms of this Agreement by litigation or otherwise, the prevailing party shall be entitled to recover its reasonable legal fees and court costs, including any such fees or costs arising from subsequent appeals and efforts to execute on any judgment.

PAYMENT

- 5.1 Unless otherwise specifically agreed in writing between both parties, the payment for each Confirmation of Booking shall be due immediately upon receipt of invoice. Payments must be received in order to confirm each flight as Volanteus Limited cannot guarantee the availability of the aircraft until full payment has been received. At the discretion of Volanteus Limited, major credit cards may be accepted for payment of invoices and/or additional charges.
- 5.2 For the matter of urgent flights where it is not possible to make payment due to banking hours' restrictions, Volanteus Limited, at its discretion, may accept a guarantee via credit card, until the next working day when the Client agrees to send proof of payment value dated at the earliest possible date according to banking hours.
- 5.3 Unless previously agreed, the Client shall be responsible and liable for any additional cost of the flight(s) outside of the control of the operator, including but not limited to; De-icing, airport extension fees, ground transportation, specific catering requests and any on-board Wi-Fi charges. Volanteus Limited 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 Limited.

EXCLUSIONS OR OMMISIONS

- 6.1 Volanteus Limited will be indemnified and held harmless by Client for any misrepresentations presented by the Carrier, on Volanteus Limited website or otherwise. Any exclusions or omissions either expressed or implied are not the responsibility of Volanteus Limited.

GOVERNING LAW

- 7.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales and each party agrees to submit to the non-exclusive jurisdiction of the Courts of England and Wales to settle any claim or matter arising under this Agreement.