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AIRCRAFT CHARTER CONTRACT

Thank you for selecting SpireJet Limited (the Carrier) for your charter flight(s). We ask that you carefully check the details below to ensure that they match your requirements. If so please sign and print your name, date the Contract and return it to us by post or email to confirm your booking. We attach our Terms and Conditions of charter, including cancellation policy and list of restricted articles, including items of "dangerous goods" that cannot be carried. These Terms and Conditions must be read and understood and by each adult passenger prior to embarkation.

I/we agree that, should my/our schedule change with respect to date, route, time or passenger load and the Carrier is able to accommodate such change, I/we shall be responsible for all further costs incurred by the Carrier. All costs over and above the Charter Price will be notified at the earliest opportunity.

I/we will supply full passenger names and passport details as required by the governing authorities as soon as possible. Failure to provide the details required may delay the request for any approval of traffic rights or landing permits necessary for the above schedule.

I/we have read, understood and agree to be bound by these Terms and Conditions, the Restricted Articles Notice and the EU Carriage Notice and I/we confirm that the details in the schedule above correctly reflect my/our charter requirements.

Charterer:					SpireJet Ref:				
Lead name and contact information:		Name							
		Telephone			email				
Flight Schedule:									
Sector	Date	Departure Airport: Name/IATA Code		Local Departure Time	Arrival Airport: Name/IATA Code		Local Arrival Time	Number of Passengers ¹	
Aircraft Type:		Cessna Citation Bravo			Aircraft registration:		G-SPRE		
Catering ² :		Standard							
Pets ³ :		None							
Passenger Arrangements:									
Airport		Agent		Telephone		Email		Meeting Time	
Total Price:									
<p>IMPORTANT: It is a requirement of customs and immigration authorities within Europe that you provide full passport information for every passenger travelling not less than 24hrs prior to departure. This also allows for the correct calculation of Airport Passenger Duty where applicable.</p> <p>Upon signing these Terms & Conditions the number of passengers and their details cannot be altered without the prior consent of the Carrier and that of the airports of departure and/or destination.</p>									
<p>¹Should more passengers be required to travel than hereby agreed and where the Carrier agrees to any such change, I/we agree to be responsible for all additional costs this may incur.</p>									
<p>²Typical examples of "Standard" SpireJet catering are available upon request. "Snacks and drinks" means a selection of crisps, nuts, snacks bars, biscuits and chocolates and a full bar of hot and cold drinks including champagne. Snacks and drinks are available on all flights.</p>									
<p>³Animals/pets are only carried with the prior approval of the Carrier. An additional charge may apply for the carriage of animals/pets where it is levied by certain airports. It is the responsibility of the Charterer to provide suitable animal/pet cages/boxes/harnesses, if required.</p>									

Signed: _____ **On behalf of:** _____
Print name: _____ **Date:** _____
Signed: _____ **Jonathan Freeden, Director, SpireJet Ltd** **Date:** _____

TERMS AND CONDITIONS

These conditions apply to all chartering of aircraft from SpireJet Limited, to the exclusion of all other terms, conditions, warranties, and representations, except any specifically agreed between the parties in writing.

1 DEFINITIONS

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

The Carrier - SpireJet Limited

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

The Charter: the flight(s) described within the Flight Schedule.

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

The Charter Price: the price payable by the Charterer to the Carrier in exchange for performing the Charter.

The Flight Schedule - the place of departure, place of destination and any stopping points, together with any indications of departure and arrival times, agreed between the Carrier and the Charterer.

Dangerous Goods - including but not limited to compressed gases; corrosives (such as acids and wet batteries); explosives; munitions; fireworks; flammable liquids and solids (such as flammable aerosols lighter or heating fuels, matches); oxidising materials; poisons and other restricted articles such as mercury.

Additional Charges - including but not limited to aircraft parking; out of hours airport charges; additional crew accommodation and subsistence expenses; de-icing/anti-icing costs; handling agent fees.

Notice of Cancellation - notice given by either party in writing (including by email).

The Contract - any agreement between the Carrier and the Charterer for the charter of aircraft from the Carrier and subject to the Carrier's terms and conditions herein.

2 AIRCRAFT AND CREW

The Carrier shall provide for the Charterer's use the Aircraft, crewed and equipped for the performance of the Flight Schedule. Any additional services shall be specified within the Contract.

3 CARRIER'S DISCRETION

If the Aircraft shall for any reason (whether before or after the commencement of the Flight Schedule) become incapable of undertaking or continuing all or part of the Flight Schedule the Carrier may at its discretion substitute therefore one or more aircraft of the same or another type or any other Aircraft Operator and the provisions of the Contract shall apply to the substituted aircraft or Operator. 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 in which event the Carrier shall refund the agreed Charter Price.

4 CAPTAIN'S DISCRETION

The Captain of the Aircraft shall have absolute discretion:

- (a) to refuse any passenger(s), baggage, cargo or any part thereof;
- (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;
- (d) to terminate a Charter or divert the aircraft if any passenger behaves in such a manner that the captain considers such behaviour has affected or is likely to affect the safety and/or security of the aircraft, its crew and passengers.

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 dunnage and tie-down material taking into account all reasonable demands of the Carrier and the Captain and where necessary complying with current regulations;
- (c) Charges for ground transportation, warehouse handling, warehousing and customs clearance shall be at the expense of the Charterer;
- (d) The Charterer confirms and acknowledges that the Carrier is not authorised to carry Dangerous Goods either by itself or on behalf of any third party and the Charterer hereby confirms that Dangerous Goods will not be presented to the carrier for carriage and that passengers carried will not carry such goods and the Charterer hereby indemnifies the carrier for any loss sustained (without limitation) to the extent that it is by itself or by others in breach of this clause.

6 UNUSED CAPACITY

The Carrier shall be entitled at its own discretion and without compensation to the Charterer to use any part of the carrying capacity of the Aircraft unused by the Charterer, except by means of the carriage of additional passengers, and to use any part of the Flight Schedule unused by the Charterer.

7 CHARTER PRICE

The Charterer shall pay to the Carrier the Charter Price as set out in the Contract. For the purposes of this clause time shall be of the essence and non-payment by the time specified in the Contract shall entitle the Carrier to suspend or cancel the Flight Schedule without liability and without prejudice to the Carrier's right to claim from the Charterer the monies remaining unpaid.

8 INTEREST ON DELAYED PAYMENT

If the Charterer shall delay in making any payment to the Carrier when due, interest on the amount overdue will be payable at 2% per month or part of a month, compounded monthly.

9 CARRIER'S PROTECTION AGAINST INCREASED COST

In the event of there being any increase beyond the control of the Carrier in the cost of the Carrier's performing any of its obligations under the Contract between the date of the Contract and the completion of the Flight Schedule the Carrier may give notice thereof to the Charterer and the amount payable by the Charterer shall be increased by the amount directly attributable to such increase incurred and paid to the Charterer within 7 days after receipt of such notice by the Charterer.

10 AUTHORISATION

Should the performance of this contract be prevented by government regulations imposed by the governments of the countries pertaining to any of the airports of embarkation or disembarkation the Carrier shall be unable to perform the Charter and the Charterer shall be entitled to a refund of the Charter Price.

11 NON-PERFORMANCE OR DELAYS

(a) 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 the scheduled departure time the Charterer shall be responsible for all further costs incurred by the Carrier as a result of the delay.

(a) 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 1 hour after the scheduled departure time the Carrier may at its discretion and without liability depart as scheduled or alternatively elect that demurrage shall run against the Charterer at a rate equivalent to £1,000.00 for each hour or part of an hour that the flight is delayed;

(c) If the performance of the flight is prevented or delayed for any reasons set out in 11(a) above or for reasons outside the control of the carrier including but not limited to Airport closure, weather conditions slot delays and further cost is incurred by the Carrier then the Carrier shall be entitled to levy additional charges;

(d) In the event of non-performance or delay caused by actions of third parties, labour difficulties, force majeure (including but not limited to inclement weather) or technical breakdown or accident to the Aircraft or any part thereof or any machinery to be used in relation to the Aircraft the Carrier shall use all reasonable endeavours to perform or continue the Flight Schedule but otherwise shall have no liability to the Charterer.

12 VARIATION FROM FLIGHT SCHEDULE

If at the request of the Charterer the Aircraft is used by the Charterer otherwise than in accordance with the Flight Schedule and the Carrier is able to accommodate such change the Charterer shall pay to the Carrier in respect of such use all further costs incurred by the Carrier. All costs over and above the Charter Price will be notified by the Carrier to the Charterer at the earliest opportunity and shall thereupon become due and payable together with all fees and charges imposed by law in respect of each flight including without prejudice to the generality of the foregoing landing fees, hangarage fees, parking fees, air navigation fees, ground service and handling fees, customs fees, airport surcharges, accommodation, meals and refreshment charges and all pilot and crew expenses thereby incurred.

13 DEPARTURE FROM FLIGHT SCHEDULE

The Carrier shall use all reasonable endeavours to complete the Flight Schedule but shall be entitled without liability to depart from the Flight Schedule if, in its opinion, it is necessary for any cause or reason beyond its reasonable control and any additional expenses (including the fees and charges referred to in clause 12 hereof) shall be borne by the Charterer.

14 DIVERSIONS

- (a) If for any reason the Aircraft is diverted from any airfield or destination shown in the Flight Schedule to another airfield the journey to the said airfield of destination shall be deemed to be complete when the Aircraft arrives at the other airfield;
- (b) Any costs associated with the diversion shall be paid by the Charterer.

15 TERMINATION BY EITHER PARTY

Subject to the provisions of clauses 16 and 17 hereof either party may terminate the Contract by giving written notice to the other:

- (a) at any time before the time specified for the commencement of the first journey set out in the Flight Schedule or
- (b) at any time if the other party becomes bankrupt or becomes insolvent or enters into any arrangement or composition with its creditors or being any individual dies or being a partnership is dissolved or being a corporation passes a resolution for or has a petition presented for winding up (otherwise than for the purpose of merger or re-construction only).

16 TERMINATION BY CARRIER

If the Contract is terminated by the Carrier:-

- (a) pursuant to clause 15(a) hereof then the Charterer shall not be liable to pay the Charter Price and the Carrier shall be under no further liability to the Charterer by reason of such termination or
- (b) pursuant to clause 15(b) hereof then the Charterer shall be liable to pay the appropriate cancellation charges referred to in clause 18 together with such portion of the charter price as shall be proportionate to that part of the Flight Schedule which has been performed and additional charges and expenses payable by the Charterer pursuant hereto and the Carrier shall be under no further or other liability to the Charterer by reason of such terminating.

17 TERMINATION BY CHARTERER

If the Contract is terminated by the Charterer:-

- (a) pursuant to clause 15(a) hereof then the Charterer shall be liable to pay to the Carrier the appropriate cancellation charge referred to in clause 18 and
- (b) pursuant to clauses 15(a) and 15(b) hereof then the Charterer shall be liable to pay such portion of the charter price as shall be proportionate to that part of the Flight Schedule which has been performed together with any additional charges and expenses payable by the Charterer pursuant hereto.

18 THE CANCELLATION CHARGE

- (a) £500 if Notice of Cancellation is received more than 28 days before the first scheduled departure time;
- (b) 10% of the total Charter Price or £500, whichever is the greater, if Notice of Cancellation is received less than 28 days but more than 7 days before the first scheduled departure time;
- (c) 25% of the total Charter Price if Notice of Cancellation is received less than 7 days but more than 72 hours before the first scheduled departure time;
- (d) 50% of the total Charter Price if Notice of Cancellation is received less than 72 hours but more than 48 hours before the first scheduled departure time;
- (e) 80% of the total Charter Price if Notice of Cancellation is received less than 48 hours before the first scheduled departure time;
- (f) 100% of the total Charter Price if Notice of Cancellation of the remaining unflown portion of the Charter is received after the first scheduled departure time.

19 LIABILITY OF CARRIER

- (a) The following provisions set out the entire financial liability of the Carrier(including any liability for the acts of its employees and agents)to the Charterer in respect of any breach of these terms and conditions and any representation statement or tortious act or omission including negligence arising under or in connection with the Contract;
- (b) All warranties conditions and other terms implied by statute or common law are to the fullest extent permitted by law excluded from the Contract;
- (c) Nothing in these terms and conditions excludes or limits liability of the carrier for death or personal injury caused by the carrier's negligence or for fraud or misrepresentation;
- (d) Subject to 19(b) the carrier's total liability in contract tort (including negligence or breach of statutory duty) misrepresentation restitution or otherwise arising in connection with the performance or contemplated performance of the Contract shall be limited to the Charter price;
- (e) The Carrier shall not be liable to the Charterer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

20 WRONGFUL ACTS OF CHARTERER

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

21 LAWS AND TRAFFIC REGULATIONS

The Charterer will comply with and take all reasonable steps to cause all passengers and owners of freight carried to observe and comply 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 necessary to secure transit through any immediate points and entry into the country of destination of the flight and in the event that the appropriate immigration 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.

22 PERSONAL INFORMATION

The Charterer authorises the Carrier to retain and use personal information regarding the Charterer, its agents and passengers carried or to be carried and to transmit it to companies involved in providing transportation or related services and facilities, data processors working for the Carrier, the Carrier's agents, government enforcement agencies, credit and payment card companies.

23 PERSONAL SEARCH

For reasons of safety and security the Carrier may request that the Charterer, its agents or any passengers travelling shall permit a search, x-ray or other type of scan in respect of person and luggage carried and in the event that a search is refused the Carrier may refuse carriage of individuals and/or baggage.

24 ASSIGNMENT AND VICARIOUS PERFORMANCE

The Charterer shall not be entitled to assign the benefit of this Contract to any other person without the consent in writing of the Carrier but the Carrier may procure the vicarious performance of its obligations hereunder by some other person or company.

25 NOTICES

Any notice required to be given under this Contract, shall be made in writing by post, fax or email to the usual business address of the recipient.

26 CHANGES IN CONTRACT AND WAIVER

- (a) Alterations and additions to these Conditions or the Contract will only be binding if made in writing and signed by the Carrier and the Charterer;
- (b) The Charterer cannot rely on any verbal undertaking from or given in the name of the Carrier which is different from or additional to these Conditions or the terms of the Contract;
- (c) 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.

27 SEVERANCE

If any part of these terms and conditions is considered by any court or other competent authority to be unenforceable invalid or illegal then the other provisions will remain in force.

28 ENTIRE CONTRACT

The Contract constitutes the entire Contract between the parties in relation to its subject matter and no addition or variation of it shall have effect unless in writing and signed by the Carrier and Charterer.

29 HEADINGS

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

30 APPLICABLE LAW

The Contract and these Conditions shall be governed by and construed in accordance with English Law.

31 DANGEROUS GOODS

For security reasons, it is forbidden to carry onto the aircraft objects such as scissors and knives or any kind of sharp items. Such objects must be checked in with hold luggage and never carried in hand luggage. Additionally, passengers may not transport articles that international regulations class as Dangerous Goods, either in hand luggage or as checked-in luggage. Such articles include:

- Explosives, ammunition, fireworks, flares, material for expeditions, security briefcases containing fireworks and materials for fireworks in general.

- Compressed, liquid, refrigerated liquid or dissolved gases, whether inflammable, toxic, or non-inflammable and non-toxic, such as: aerosols, extinguishers, breathing devices, oxygen bottles for diving, cryogenic liquids, bottles with cooling gases and compressed gas cylinders in general.

- Flammable liquids and solids, such as fuel, or equipment containing fuel (camping or filming equipment, etc.), adhesives, solvents, paint, varnish, torches, matches, cigarette lighters and inflammable substances in general, either due to them being autoreactive or spontaneously combusting.

- Oxidisers and organic peroxides, such as oxygen generators.

- Toxic or infectious substances, such as incapacitating devices, samples for diagnosis, vaccines, insecticides and weed killer.

- Radioactive material, such as pharmaceutical products containing radioactive isotopes.

- Corrosives, such as acids, alkalis, devices containing mercury, storage batteries and devices operated electrically using batteries.

- Other hazardous items, such as first aid kits, ferro-magnetic material, dry ice and car batteries.