



FLYMENOW LIMITED

AIRCRAFT CHARTER BOOKING GENERAL TERMS AND CONDITIONS

These conditions apply to all chartering of aircraft organised by FlyMeNow Ltd ("FlyMeNow") to the exclusion of all other terms, conditions, warranties and representations except any specifically agreed between the Parties in writing.

1. DEFINITIONS

- 1.1 In these conditions, the following expressions shall have the following meanings:
- 1.2 **"Agreement"** shall mean the Charter Booking and these General Terms;
- 1.3 **"Aircraft"** shall mean any aircraft which is the subject of a booking and charter agreement organised by FlyMeNow for the Charterer;
- 1.4 **"Charterer"** shall mean the person, firm or body corporate entering into this Agreement as identified in the Charter Booking;
- 1.5 **"Charter Booking"** means the schedule of specific terms signed by the Charterer and FlyMeNow;
- 1.6 **"Charter Price"** shall mean the price payable for the Charter Booking and such services as are agreed in advance between FlyMeNow and the Charterer as set out in the Charter Booking;
- 1.7 **"Charter Contract"** shall mean the contract between the Charterer and the Operator for operation of the Flight Schedule.
- 1.8 **"Flight Schedule"** shall mean the place of departure, place of destination and any stopping points, together with any indications of departure and arrival dates and times, set out in the Charter Booking;
- 1.9 **"General Terms"** shall mean the general terms and conditions set out below.
- 1.10 **"Operator"** shall mean the operator of the Aircraft or any of its employees, directors and officers;
- 1.11 **"Parties"** shall mean FlyMeNow and the Charterer;
- 1.12 **"Party"** shall mean FlyMeNow or the Charterer as the context requires;
- 1.13 **"STD"** means the scheduled time of departure in the Flight Schedule.

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2. THE CHARTER BOOKING

- 2.1 FlyMeNow shall arrange that the Operator provides the Aircraft manned, maintained, equipped and fuelled for the Flight Schedule. The Charterer agrees that the carriage will be provided by the Operator who will have sole responsibility for the operation of the Flight Schedule and maintenance and operation of the Aircraft. The Charterer accepts that FlyMeNow acts only as agent for the Charterer and the Operator in arrangement of the Charter Contract. The Charterer also accepts that the crew of the Aircraft are the servants and agents of the Operator and shall be authorised to take instructions only from the Operator unless otherwise agreed by the Operator in writing prior to the commencement of the Flight Schedule.
- 2.2 If at any time prior to the STD, the Aircraft becomes unavailable or unserviceable for any reason whatsoever prior to commencement of the Flight Schedule, FlyMeNow will endeavour to find another suitable operator at the same price. Should this prove to be impossible, FlyMeNow will endeavour to find an alternative operator and/or Aircraft as at close a price as possible to the Charter Price and put such possibility to the Charterer for acceptance. If FlyMeNow is not able to substitute another Aircraft or the Charterer does not accept any available alternative, FlyMeNow shall return the Charter Price to the Charterer and shall not be under any further liability whatsoever to the Charterer. However, the Charterer shall remain liable to pay for any part of the Flight Schedule that has already been operated.
- 2.3 The Charter Price includes the cost of fuel, oil, maintenance, landing, hangerage, parking, ground handling and the remuneration and expense of aircrew during the Flight Schedule. All other costs, including, but not limited to licence fees, clearance fees, royalties, baggage screening charges, security charges, customs duties, airport and passenger taxes, any connections to and from airports, ground accommodation, ground transfers, cabin service, onboard satellite telephone costs and any other additional service costs whatsoever and howsoever arising shall be paid by the Charterer unless otherwise specified in the Charter Booking. Any such additional costs shall be invoiced by FlyMeNow to the Charterer and shall be paid promptly by the Charterer.
- 2.4 The Charter Price and all other charges provided for in this Agreement are exclusive of value added or sales tax which shall be paid in addition by the Charterer at the rate applicable at the tax point.
- 2.5 The Charterer shall pay FlyMeNow the Charter Price in the currency stated and at the time specified in the Charter Booking and any other additional costs agreed between the Charterer and FlyMeNow.
- 2.6 If any payment is not received from the Charterer by the date specified in the Charter Booking, FlyMeNow may, without prejudice to any other rights or remedies it may have in respect of such default, cancel this Agreement with no further liability to the Charterer and FlyMeNow will be entitled to cancellation charges from the Charterer in accordance with Clause 3.

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- 2.7 Without prejudice to Clause 2.3 above, the Charter Price is also subject to increase due to any variations whatsoever to the Charter Booking requested by the Charterer and agreed by the Operator at any time after the Charter Booking has been signed. Any additional charges shall be invoiced by FlyMeNow to the Charterer and shall be paid promptly by the Charterer.

3. CANCELLATION AND TERMINATION

- 3.1 The Charterer may cancel this Agreement at any time prior to the STD by notice in writing to FlyMeNow. Upon such cancellation, the Charterer will be obliged to make payment in full to FlyMeNow of the cancellation charges set out below.

Notice Period	Percentage of Charter Price
Following contract exchange	25%
Between 7 days and 48 hours	50%
Less than 48 hours	75%
On the day of departure	100%

- 3.2 FlyMeNow may apply any monies already received from the Charterer in satisfaction of such cancellation charges.
- 3.3 FlyMeNow may terminate this Agreement immediately by notice in writing if:
- 3.3.1 The Charterer commits a breach of this Agreement which is incapable of remedy or which, if capable of remedy, is not remedied within such reasonable time as FlyMeNow shall require; or
- 3.3.2 if, in the opinion of FlyMeNow, the Charterer is unable to pay its debts (within the meaning of Section 123 of the Insolvency Act 1986) as if the words "if it is provided to the satisfaction of the Court" were replaced by "if in the reasonable opinion of FlyMeNow ", or a petition is presented or a resolution is passed to wind up the Charterer, or an administration order is made in relation to the Charterer, or a receiver, manager, administrative receiver, or like person is appointed over the whole or any material part of the property, undertaking or assets of the Charterer, or if the Charterer makes a voluntary arrangement within the meaning of Section 253 of the Insolvency Act 1986 or a bankruptcy order is made against the Charterer or the Charterer becomes insolvent or otherwise unable to pay debts; or an analogous event to any of those in this Clause occurs in respect of the Charterer in any territory whose jurisdiction the Charterer is subject.

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- 3.4 If FlyMeNow terminates this Agreement under this Clause, the Charterer shall be liable for cancellation charges in accordance with Clause 3.1. If the Charterer cancels one or more of the flights in the Flight Schedule, the Charterer shall pay FlyMeNow cancellation charges based on such proportion of the Charter Price as FlyMeNow shall reasonably determine.

4. **LIABILITY AND INDEMNITY**

- 4.1 This Agreement does not constitute a contract for carriage. FlyMeNow does not act as a common carrier or any other type of carrier in respect of any of its obligations under this Agreement and FlyMeNow acts solely as agent for the Charterer and Operator. Acceptance or performance by FlyMeNow of any of its obligations under this Agreement does not impute to it any liabilities of the Operator as carrier.
- 4.2 The operation of the Flight Schedule will be subject to the Operator's terms and conditions of carriage, a copy of which the Charterer may obtain on request from either FlyMeNow or the Operator. The Charterer should be aware that, depending on the domicile of the Operator, amongst other things, the liability of the Operator to the Charterer may be limited in certain ways, including with regard to death and personal injury.
- 4.3 FlyMeNow makes no representation or warranty with regard to the Operator and will not be liable in any way whatsoever for any loss, damage, injury or expense suffered or incurred by the Charterer or any third party howsoever. However, nothing in this Clause shall exclude or restrict FlyMeNow's liability for death or personal injury arising out of its negligence.
- 4.4 The Charterer shall indemnify FlyMeNow against all liabilities, claims and expenses (including legal costs and fees) in respect of any liability of FlyMeNow to third parties (including but not limited to passengers) for any loss or damage whatsoever (including costs and expenses on a full indemnity basis) arising out of any act or omission of the Charterer its servants or agents or any passenger carried by authority of the Charterer.

5. **OPERATION OF THE FLIGHTS**

- 5.1 As stated in Clause 4.2 above the Operator's terms and conditions of carriage apply to the operation of the Flight Schedule pursuant to the Charter Contract. These conditions shall include the following provisions without prejudice to the application of the Operator's other terms and conditions of carriage. In the event of any discrepancy between the Operator's terms and conditions of carriage and the following provisions, the following provisions shall prevail.

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- 5.2 If the Aircraft, for any reason, whether before or after the commencement of the Flight Schedule, becomes incapable of undertaking or continuing all or part of the Flight Schedule, the Operator may at its absolute discretion substitute one or more aircraft of the same or another type and the provisions of the Agreement shall apply to the substituted aircraft.
- 5.3 If the performance of the Flight Schedule is prevented or delayed by the Charterer or anyone acting on its behalf including (but not limited to) any passenger arriving later than 30 minutes before the STD, the Operator may at its absolute discretion and without liability depart as scheduled or delay departure. Any additional expense attributable to such delayed departure shall be borne by the Charterer.
- 5.4 In the event of non-performance of the Charter Contract 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 Operator shall use all reasonable endeavours to perform or continue the Flight Schedule but otherwise shall have no liability to the Charterer whatsoever.
- 5.5 In the event of non-performance of the Charter Contract or delay under Clause 5.4 above, the Charterer shall be liable to pay to FlyMeNow such proportion of the Charter Price as shall apply to that part of the Flight Schedule which has been performed together with any additional charges and expenses payable by the Charterer pursuant these General Terms.
- 5.6 The Operator shall be entitled to depart from the Flight Schedule where necessary in its reasonable opinion and any additional expenses applicable to such departure shall be borne by the Charterer.
- 5.7 If the Aircraft for any reason is diverted from any airport, aerodrome or destination shown in the initial Flight Schedule to another, the journey to the scheduled destination shall be deemed to be complete when the Aircraft arrives at such other destination.
- 5.8 The captain of the Aircraft shall have absolute discretion:
- 5.8.1 to refuse any passenger(s), baggage, cargo or any part thereof;
 - 5.8.2 to decide what load may be carried on the Aircraft and how it shall be distributed;
 - 5.8.3 to decide whether and when a flight may be safely undertaken and where and when the Aircraft shall be landed.

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- 5.9 The Charterer shall ensure that any goods to be transported are sufficiently and properly packed for carriage and shall supply adequate tie-down material and equipment taking into account all reasonable demands of the Operator and the captain and where necessary complying with IATA Dangerous Goods Regulations, [a copy of which is available for inspection at the office of FlyMeNow].
- 5.10 The Operator 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.

6. GENERAL PROVISIONS

- 6.1 No failure by either Party to exercise, nor any delay in exercising, any right or remedy under this Agreement shall operate as a waiver thereof or of any right or remedy hereunder, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof, or the exercise of any other right or remedy.
- 6.2 Neither Party shall assign any of its rights or obligations under this Agreement in whole or in part without the prior written consent of the other Party, such consent not to be unreasonably withheld.
- 6.3 This Agreement shall be governed and construed in accordance with English law and the English Courts shall have non-exclusive jurisdiction to settle any claim or matter arising under this Agreement.
- 6.4 Nothing in this Agreement, expressed or implied, is intended to confer upon any third party, other than the legal successors of the Parties and third parties to which the Agreement or certain rights under or in relation to the Agreement have been assigned as provided under this Agreement, any rights to require fulfillment of any obligation under this Agreement or any other right whatsoever under or by reason of this Agreement.

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