The following terms and conditions ("T&Cs") are the basis of and form an integral part of the Charter Agreement between Air X Charter Ltd ("AirX") and the Charterer.

2 Definitions

"Baggage" the passengers' personal property accompanying them in connection with their flight. Unless otherwise specified, "Baggage" includes hand baggage.

"Cancellation fees" as set out in paragraph 4 of the Charter Agreement

"Charter Agreement" refers to this Agreement, the General Conditions of Charter, the Charter Confirmation Document, and any other terms relating to the Charterer and the air carrier.

"Charter Confirmation Agreement" an integral part of the Charter Agreement, is the document setting out flight booking confirmation, offer and acceptance and which duly signed by both parties shall constitute proof of mutual agreement and conditions of Charter Agreement, unless any other terms relating to the Charterer and the AirX refer.

"Charter Price" the price to be paid by the Client specified in the Charter Agreement

"Charterer" any person, firm or body corporate chartering or offering to charter, any aircraft from AirX

"Convention" refers to the Convention for the Unification of Certain Rules relating to International Carriage by Air signed at Warsaw on the 12th October 1929 or by any other Convention as defined in the above Convention

"flight Booking" the flight conditions as defined in the above convention

"Flight Schedule" the flight or flights described in the Charter Confirmation Agreement

2 Scope

The subject matter of the Charter Agreement is the transport of passengers and/or goods from the point of departure specified by the Charterer to the point of arrival specified by the Charterer. AirX reserves the right to change the route, Flight Schedule, seating capacity and maximum take-off weight if such action is required in order to accommodate the Charterer and/or special circumstances.

3 Parties

The signature of an authorised employee of AirX on the Charter Confirmation shall constitute a binding offer by AirX to the Charterer. The Charterer's signature on the Charter Confirmation constitutes acceptance of the terms and conditions of the Charter Agreement and the Charter Confirmation Agreement.

Any carriage performed pursuant to this Agreement shall be subject to AirX's General Conditions of Charter ("GCC") which are incorporated to this Charter Agreement by reference therein, and as may be contained or referenced in the traffic documents of AirX. The date of the carriage (as of the date of execution of the contract) may be subject to airworthiness requirements, and shall not be subject to any other circumstances.

4 Validity of the Offer

A quote is, prior to acceptance thereof and the constitution thereby of a contract, non-binding, AirX reserves the right to withdraw of quotations even after receipt of the Client prior to its acceptance. A quotation can be given, entry by email, free of charge.

5 Currency

All prices are in EUR, unless another currency is indicated by AirX. Payments are payable in EUR, unless another currency is indicated by AirX.

6 Fuel Price

The quotation is subject to industry and related fuel price fluctuations. If the fuel price increases by more than 5% to the destination airport or arrival airport between the date of quotation and Charter Agreement, the Fuel Price will be adjusted accordingly.

7 Included Costs

Airline ticket costs including crew, fuel, maintenance, air navigation and airport charges, General Aviation Terminal, Airtaxi standard landing fees dependent on flight time and day of passenger and cargo insurance and taxes.

8 Excluded / Additional Costs

Fuel and Insurance Surcharge, de-icing of aircraft, weather related or hangarage costs, airfield fire category upgrades, access to VIP lounges, terminals and transport services. SATOCC services and premium/special/express cargo and specific wines or spirits and any other costs for specially requested items or services will be invoiced separately, at cost, and reimbursed to AirX by the Charterer.

9 Variation of Flight Schedule

AirX shall be all reasonable endeavours to complete the Flight Schedule in accordance with the terms therein but shall be entitled to vary the Flight Schedule for any reason beyond its reasonable control. In the event the Charterer requests a variation of the Flight Schedule (including any delay in the departure time of any flight), AirX shall not be bound to agree such variation. Where changes in the Flight Schedule or routing, which exceed the maximum crew duty time, an extended or second flight crew will be added and invoiced separately.

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11 Substitution, Sub-Charter of and Delay

AirX reserves the right to provide the Charterer with equal or better aircraft type at no extra charge. Any upgrade with regards to cabin volume is considered a Charterer benefit and not charged at an extra cost. In case the agreed aircraft type is not available, AirX is entitled to provide an aircraft type of lesser value with a reduced price offer. In the event that the Charterer requests a flight on a type of aircraft other than the type specified herein, AirX shall substitute an aircraft of a lesser type for the booking unless the Charterer has written, consent.

12 Cancellation

In case of (i) cancellation of any booked flight by the Charterer, (ii) a delay of any passenger leading to AirX to cancel the booked flight, (iii) a delay of one of the passengers or groups of passengers able to cause AirX to terminate a planned flight, then the Cancellation fees set out in the Charter Agreement shall be applicable and payable by the Charterer in respect of any applicable denied boarding compensation arising from such cancellation or delay, due to the passengers as per Council Regulation 261/2004.

AirX undertakes to make all reasonable efforts to ensure the highest flexibility for the Charterer and the passenger including offering to meet the request made by the Charterer on any mixed schedule. AirX is not subject to the prior approval of the revised schedule, the Charterer shall be liable to ensure the original confirmed flight booking is undertaken or pay the applicable Cancellation fees related thereto. In case the Charterer is unable to ensure that passengers arrive in time for the scheduled departure time. The Charterer shall be liable for any late arrival of passengers. Due to the Charterer's Daily Time Limitations, AirX reserves the right to depart without passengers (in order to ensure the commencement of the next scheduled flight. Such late arrival of passengers will also be classified as a cancellation by the Charterer. AirX will not be liable to the Charterer for any loss or expense incurred by the Charterer or passenger due to failure to comply with these provisions. In order to ensure performance of the aircraft's next scheduled flight, and taking into account a pre-estimate of the costs to AirX when a Charter flight is cancelled or AirX is forced to cancel a flight due to the conduct of any passenger, the Cancellation fees will apply to the scheduled times as described in the Booking Confirmation. All Cancellation fees are subject to a minimum payment of Euro 1,000 which is a reasonable pre-estimate of the minimum cost to AirX where a booked flight is cancelled or a actual, by way of example only, costs associated with the prior position of the aircraft, the arrangement and movement of flight crew, administration and the logistics involved, plus other costs associated with any other circumstances (for example if the funds paid by the Charterer are not sufficient to cover the cancellation charges), the Charterer undertakes to make all reasonable efforts to ensure that the cancellation charges within 7 days of the date of issue of an invoice to the Charterer for such sums.

13 Captain's Authority

The Captain shall be entitled to be taken all reasonable measures for reasons of safety. The Charterer has the authority to make decisions with regards to passenger seating, baggage loading, aircraft loading and unloading, any exception of this shall not be entitled to make such changes.

14 Assignment and Vicarious Performance

The Charterer shall not be entitled to assign the benefit of this Charter Agreement to any other person without AirX's written consent but AirX may exercise the performance of its obligations hereunder by some other person or company.

15 Waiver

A waiver of any default hereunder shall not be deemed a waiver of any other or subsequent default.

16 Notices

All notices and other required communications under this Charter Agreement ("Notices") shall be in writing and shall be sent to the address in the Charter Agreement. A party may change its address by sending Notice to the other party of its new additional address. Any change of address shall be effective upon receipt by the Charterer's representative as aforesaid.

17 Entire Agreement

This Charter Agreement (which incorporates by reference the GCC) embodies the entire understanding between the AirX and the Charterer and there are no terms, conditions or obligations, oral or written, expressed or implied, other than those contained herein. No variation of these terms and conditions shall be effective unless made in writing and mutually agreed on behalf of both parties.

18 Severability

Should any one or more clauses of these terms be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining clauses shall not in any way be affected or impaired thereby.

19 Force Majeure

Notwithstanding the provisions of this Agreement, AirX, its directors officers agents and subcontractors shall be exempt from any and all liability due to any failure on behalf of AirX to perform its obligations under this Agreement arising from any cause beyond the reasonable control of AirX including but not limited to war, war-like events, the use or threat of use of any country's armed forces, civil war, civil unrest, riots, sabotage, strikes, blockade, lockouts, kidnap, terrorism, hijackings, acts of terrorism, actions of war, revolution, insurrection, civil war, war, martial law, civil unrest, disorder or insurrection, military or racial war, revolution, insurrection, civil war, internal civil war, external war, war-like events, the use or threat of use of any state's armed forces in connection therewith, technical reasons, detention or similar matters, accidents with aircraft, or due to other factors over which AirX has no control, or when the bleeding or the consequence of bleeding cannot be reasonably be assessed to be in danger, at the discretion of the Charterer, provided always that in the event of such failure AirX will use all its endeavours to fulfil its obligations under the agreement.

Unless stated otherwise in mandatory (indispensable) legislation, AirX is not responsible for damage or loss as a result of or arising directly or indirectly, in connection with any of the circumstances.

20 Applicable Law

This Charter Agreement terms and conditions or any dispute or claim (including non-contractual disputes or claim arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

AirX further grants that the courts of England and Wales shall have exclusive jurisdiction to settle any disputes or claim (including non-contractual disputes or claim) arising out of or in connection with this Agreement or their subject matter or formation. For the sake of clarity this law and jurisdiction clause shall not apply to issues of the venue or the place of any proceedings and/or where any legal proceedings will be conducted. The place of any proceedings will be the jurisdiction where AirX or the Charterer rely on will be in possession of a valid passport or, where necessary, a visa. AirX takes absolutely no responsibility in case of non-entries by the Passenger/s. Should there be invalid aircrafts, fees, fines or similar payments due, the Charterer will be reimbursed for such costs.