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**1800 550 200** [CORPORATEAIRCRAFT.NET.AU](http://CORPORATEAIRCRAFT.NET.AU)

## TERMS AND CONDITIONS

The Terms and Conditions set out herein apply to the supply of aircraft charter services for passengers and/or goods that are not covered in a standalone service specific agreement between Corporate Aircraft Charter Pty Ltd. and the Customer. In the supply of the said services, Corporate Aircraft Charter Pty Ltd. may use aircraft from its fleet or may use aircraft from other aircraft charter suppliers. Any and all business undertaken, including any advice, information or service provided whether gratuitously or not, by Corporate Aircraft Charter Pty Ltd. is transacted subject to the terms set out herein and each term shall be deemed to be incorporated in and to be a term of any agreement between Corporate Aircraft Charter Pty Ltd. and its Customer. Corporate Aircraft Charter Pty Ltd. with respect to the supply of aircraft charter services is not a Common Carrier. No agent or employee of Corporate Aircraft Charter Pty Ltd., or any other aircraft owner and/or operator, has the authority of Corporate Aircraft Charter Pty Ltd. to alter or vary these terms, except as provided herein.

### DEFINITIONS

- Customer: Includes you, your passengers, employees, agents, contractors and sub-contractors, and if a company, any Related Body Corporate (within the meaning of that term given by the Corporations Act), and any company within your group of companies (if applicable).
- Corporate Aircraft Charter Pty Ltd.: Includes its officers, employees, servants, agents, contractors and subcontractors and any Related Body Corporate (within the meaning of that term given by the Corporations Act).
- Act or omission: includes negligence, but does not include gross negligence or wilful misconduct or where the actor or omission is done with the intent to cause damage, death, delay, injury or loss or recklessly and with the knowledge that damage, death, delay, injury or loss would probably result.
- Passenger: Passengers are at all material times on board a Corporate Aircraft Charter Pty Ltd. aircraft by way of invitation, instruction or other legal relationship between them and the Customer, and not Corporate Aircraft Charter Pty Ltd., to whatever extent this may ever be relevant. The Customer acknowledges that no contractual relationship shall be in place between Corporate Aircraft Charter Pty Ltd. and any individual passenger carried.

### QUOTATIONS

All quotations are supplied subject to these Terms and Conditions. Any quotation is subject to aircraft and crew availability at the time of acceptance. All quotations, prior to acceptance and the constitution thereby of a Contract will remain valid for a maximum of 14 days. Unless otherwise specified, the quotation is stated in Australian dollars (AUD). Quotations provided to brokers are net and do not include any commission. Unless expressly excluded the following are included in the quotation: aircraft costs including crew; fuel and maintenance; air navigation and airport charges; crew meals, crew accommodation and crew surface transportation and Civil Aviation Passenger Carriers Liability Insurance. Unless expressly included the following are excluded in the quotation: fuel and/or insurance industry related surcharges as applicable; special catering requests; any other special requirements such as car parking, airport terminal transfers, car hire, limousine, or satellite phone. Smoking is not permitted on Corporate Aircraft Charter Pty Ltd. flights.

### ACCEPTANCE & CONFIRMATION

Whichever party accepts a quotation, be it a Company, an individual or a broker, the party is deemed to be the Customer and is deemed to have accepted these terms for themselves and for all other parties involved in the service provided by Corporate Aircraft Charter Pty Ltd and does hereby warrant its authority to give such acknowledgement on their behalf by accepting the Quotation. Following the Customer's acceptance of the quotation and subject to aircraft and crew availability, an authorised representative of Corporate Aircraft Charter Pty Ltd. will confirm the flight to the Customer. A flight is taken to be confirmed from the time when Corporate Aircraft Charter Pty Ltd. provides such advice to the Customer and, provided that it does not interfere with the flight, Corporate Aircraft Charter Pty Ltd. may use the aircraft for other activities on that day(s). Any positioning legs before or after the flight remain exclusively available for Corporate Aircraft Charter Pty Ltd.'s use and may not be resold or utilised for any commercial purpose without the prior consent of Corporate Aircraft Charter Pty Ltd.

### CANCELLATION

Unless otherwise agreed between the Customer and Corporate Aircraft Charter Pty Ltd. the following % charges of the total amount of the confirmed flight or the costs of flying and expenses already incurred at the time of cancellation, whichever is greater, subject to such aggregate cancellation fees not exceeding the total amount of the confirmed flight, will apply should a confirmed flight be cancelled by the Customer:

- A 10% cancellation fee applies after signed quote acceptance has been received
- Within 48 hours of scheduled charter 50%
- Within 24 hours of scheduled charter 100%

### PILOT IN COMMAND (PIC) AUTHORITY

The PIC of the aircraft shall be the final arbiter as to whether or not all or part of any flight shall proceed, and in what manner and to what destination, having regard to the prevailing operational circumstances and any applicable regulatory requirements.

### PAYMENT

Upon Customer's acceptance of quotation and the Terms and Conditions herein a deposit may be required. Unless otherwise agreed between the Customer and Corporate Aircraft Charter Pty Ltd., or unless the Customer holds an existing account with Corporate Aircraft Charter Pty Ltd. (normal trading terms unless otherwise agreed are 7 days from invoice date), full payment shall be made prior to the flight departing. Should Corporate Aircraft Charter Pty Ltd. be confirmed to operate a charter by order of a third party (broker), the broker and its Customer are jointly and severally liable to Corporate Aircraft Charter Pty Ltd. for the fulfilment of all payments. All payments to Corporate Aircraft Charter Pty Ltd. in respect of charges or fees invoiced by Corporate Aircraft Charter Pty Ltd. shall be free from any set-off or counterclaim. The Customer's obligations hereunder are independent of any other obligations or rights the Customer may have under any other contract or account with Corporate Aircraft Charter Pty Ltd., and the Customer may not set off any payment or obligation due to Corporate Aircraft Charter Pty Ltd. against any payment due to Corporate Aircraft Charter Pty Ltd. hereunder. The Customer accepts to pay an administrative fee of 2% per month on the overdue charges or fees from the invoice due date until full payment has been made, subject to a minimum charge of AUD \$50 per month.

### REFUSAL OF CARRIAGE

Corporate Aircraft Charter Pty Ltd. reserves the right to refuse carriage when it decides: (a) that such action is necessary for reasons of safety; or (b) that such action is necessary to prevent violation of any applicable laws, regulations, or orders of any state or country to be flown from, into or over; or (c) that the conduct, mental or physical state of the Customer's passenger(s) is such as to require special assistance of the carrier or cause discomfort or make himself/herself objectionable to other passengers or involve any hazard or risk to himself/herself or to other persons or to property; or that such action is necessary owing to the failure of the Customer's passenger(s) to observe the instructions of Corporate Aircraft Charter Pty Ltd., its PIC or Crew; or (d) it is required to do so in compliance with the various Civil Aviation Safety Authority regulations and orders or in accordance with the requirements of the *Civil Aviation Act (C/ta) 1988*. This right exists when Corporate Aircraft Charter Pty Ltd. so decides in the exercise of its reasonable discretion that the appropriate circumstances exist.

### NO ASSIGNMENT

The Customer may not assign any of its rights or delegate any of its duties or obligations without the prior written consent of Corporate Aircraft Charter Pty Ltd., such consent not to be unreasonably withheld.

## TERMS AND CONDITIONS

### PASSENGER BAGGAGE

Passenger baggage weight is limited for flight safety and varies between aircraft types. Specific advice will be provided at the time of confirmation. Baggage in the cabin is normally limited to small personal items such as reasonably sized briefcases, laptops, handbags or similar. When the aircraft is not fully occupied, spare cabin seats may be utilised for small baggage at the discretion of the PIC and/or Corporate Aircraft Charter Pty Ltd. and provided that it can be secured by the seatbelt. Items determined by the PIC to be of excessive weight or size will not be permitted on the aircraft.

### PASSENGER & GOODS COMPLIANCE

It is the Customer's responsibility to ensure that all passengers and goods have the necessary visas, passports, documentary requirements (e.g. immigration, customs, agriculture, etc.), and comply with applicable airport security, health, import, customs and excise requirements for any flight and at each destination. The Customer indemnifies and holds Corporate Aircraft Charter Pty Ltd. harmless at all material times for any fine, charge, costs, penalty, tax, damage or like impost which may be imposed.

### CARRIAGE OF GOODS CONDITIONS

(i) Prohibited or Dangerous Goods. A list of prohibited and dangerous goods can be found here. Prohibited goods must not be carried on board. Dangerous goods must be declared as per dangerous goods regulations. Goods must be packaged and marked correctly according to the appropriate authorities and regulations. Should the regulations not be followed, the Customer shall be liable for all loss or damages, costs and expenses whatsoever arising in connection therewith and the goods may be destroyed or otherwise dealt with at the sole discretion of Corporate Aircraft Charter Pty Ltd. or any other person in whose custody the goods may be in at the relevant time. (ii) Ownership. Customers carrying goods with Corporate Aircraft Charter Pty Ltd. expressly warrant that they are either the owner or the authorised agents of the owners of any goods to which the transaction relates and further warrant that they are authorised to accept and are accepting these terms not only for themselves but also as agents for and on behalf of all other persons who are or may thereafter become interested in the goods. (iii) Packaging. The Customer warrants that all goods have been properly and sufficiently packed and/or prepared to the satisfaction of Corporate Aircraft Charter Pty Ltd. at its sole discretion for the services required from Corporate Aircraft Charter Pty Ltd. (iv) Insurance coverage. Subject to sub-term (v) & (vi) below, all goods accepted by Corporate Aircraft Charter Pty Ltd. are accepted at the entire risk of the Customer and it is the Customer's responsibility to obtain sufficient and appropriate insurance.

Coverage for all damages and loss, whether caused by any act or omission of Corporate Aircraft Charter Pty Ltd. or otherwise. (v) Corporate Aircraft Charter Pty Ltd. shall only be responsible for any loss or damage to goods or for any non-delivery or misdelivery if it is proved that the loss damage non-delivery or misdelivery occurred whilst the goods were in the actual custody of Corporate Aircraft Charter Pty Ltd. and under its actual control and that such loss damage non-delivery or misdelivery was due to the gross negligence or willful misconduct of Corporate Aircraft Charter Pty Ltd. or its own servants. (vi) Maximum Liability. In any event Corporate Aircraft Charter Pty Ltd.'s maximum liability for any loss or damage to goods shall be AUD \$1,000 per charter.

### SUBSTITUTION

If the booked aircraft type and/or registration is unavailable for any reason Corporate Aircraft Charter Pty Ltd. will make every effort to provide a replacement aircraft but cannot warranty it will be able to do so. Corporate Aircraft Charter Pty Ltd. reserves the right to change and substitute aircraft types and/or registrations, without prior notice. Replacement aircraft may not be of the class or type specified at confirmation. If Corporate Aircraft Charter Pty Ltd. cannot provide a replacement aircraft the Customer, if already having paid, shall be given a reimbursement of the monies paid and neither party shall have any more claims against the other. If the Customer does not reasonably accept the replacement aircraft type and/or registration the Customer, (i) will be liable for the costs of any flying and expenses already incurred, (ii) if having already paid shall be given a reimbursement of the monies paid less the aforementioned costs and (iii) neither party shall have any more claims against the other. Unless agreed otherwise, Corporate Aircraft Charter Pty Ltd. will not be responsible for passenger expenses of any kind at any time arising because of the substitution of aircraft or the Customer's failure to accept Corporate Aircraft Charter Pty Ltd.'s replacement aircraft.

### CHANGES OR DELAYS

Should there be any route or en-route changes or delays as a result of the Customer's or the Customer's passengers' or any third party's changed requirements; late arrival of passengers; slot unavailability or delays; in-flight holding for traffic or weather; adverse weather conditions requiring diversion from the destination airport; compliance with the requirements of international law, national legislation or subordinate legislation; un-serviceability of the aircraft beyond the reasonable control of Corporate Aircraft Charter Pty Ltd., safety of the aircraft or its crew and/or safety of the Customer or its passengers, any additional costs arising from such changes or delays, excluding the cost of repairing the aircraft but including the cost of arranging an alternative aircraft, will be invoiced at the appropriate rate for the aircraft type and shall become payable by the Customer. Corporate Aircraft Charter Pty Ltd. shall not be liable for any consequential damages to the Customer or the Customer's passengers arising from any such delay or changes and will be indemnified by the Customer in relation to any such liability.

### FORCE MAJEURE

Neither party shall be liable for any delay in delivery or other default in performance that is due to unforeseen circumstances; or to causes beyond its reasonable control. Such causes and circumstances include, without limitation, strikes, lockouts, and other labour disputes, riots, civil unrest, war, sabotage, vandalism, terrorism, explosions, embargoes, epidemics, fire, flood, storms, and other similar and dissimilar natural causes, acts of God, unforeseen delays in transportation or in obtaining a try permits or licenses, or other delays caused by unforeseen action or inaction of civil or military authorities, or of contractors or subcontractors, or of other third parties (other than those contractors, subcontractors, or third parties under the control of the non-performing party), or when the safety of the passengers or the crew from the aircraft can reasonably be assessed to be in danger at the discretion of the Pilot in Command or of Corporate Aircraft Charter Pty Ltd.'s personnel and any other cause or condition beyond the parties' reasonable control. Provided any such delay or default is neither material nor indefinite, the time for performance shall be extended for a commercially reasonable period and thereafter the other party shall accept performance hereunder.

Limitation of Liability - the following limitations shall apply to this Contract and the Customer is responsible for making all of the Customer's passengers aware of the following limitations:

- International Flights - Transportation of passengers, hand luggage, luggage and goods by Corporate Aircraft Charter Pty Ltd. shall be governed by the Warsaw Convention of 12 October 1929, as amended by the Hague Protocol of 28 September 1955 and the Montreal Convention of 1999 and any other relevant or later amendments; and
- Domestic Flights within Australia and flights not subject to any part of the Warsaw Convention and its later amendments - Transportation of passengers, hand luggage, luggage and goods by Corporate Aircraft Charter Pty Ltd. shall be limited in accordance with the Civil Aviation (Carriers' Liability) Act (C'th) 1959 and its state and territory based equivalents and any other applicable Australian law; and
- Domestic Flights within a country other than Australia and flights not subject to any part of the Warsaw Convention and its later amendments - Transportation of passengers, hand luggage, luggage and goods by Corporate Aircraft Charter Pty Ltd. shall be limited to the lesser of the following

### NO WAIVER

The failure of Corporate Aircraft Charter Pty Ltd. at any time to require the performance of any obligation by the Customer shall not affect the right to require such performance at any time thereafter. The waiver of any remedy with respect to any default shall not be taken as a waiver of any remedy for any succeeding default.



## TERMS AND CONDITIONS

### INDEMNITIES

The Customer shall not make any claim against Corporate Aircraft Charter Pty Ltd. and shall indemnify and hold Corporate Aircraft Charter Pty Ltd. harmless and will keep Corporate Aircraft Charter Pty Ltd. indemnified from and against all liabilities, losses, damage, claims, demands, writs, summons, actions, suits, proceedings, judgments, orders, decrees, costs, deductibles and expenses of any nature and of any kind whatsoever (including any punitive or consequential, incidental, indirect losses, damages or costs including but not limited to loss of use, loss of profits or revenue, consequential damage to other property or goods or facilities causing replacement or repair) arising directly or indirectly from:

- Delay, personal, bodily or mental injury (including both pure mental injury and consequential mental injury), illness or death to any person, including your passengers, employees, agents, contractors and/or sub-contractors.
- entry onto and the activities undertaken on, with and in Corporate Aircraft Charter Pty Ltd.'s aircraft (including any aircraft chartered, hired and/or leased, by or on behalf of Corporate Aircraft Charter Pty Ltd. from another aircraft owner and/or operator), premises, site, equipment or facilities by you or your passengers, employees, agents, contractors and sub-contractors;
- Loss or damage to any property, baggage, goods or cargo whether owned or operated by or on behalf of the Customer.
- loss or damage to Corporate Aircraft Charter Pty Ltd.'s aircraft (including any aircraft chartered, hired and/or leased, by or on behalf of Corporate Aircraft Charter Pty Ltd. from another aircraft owner and/or operator) (including its fittings), premises, site, equipment or facilities;
- the transportation of passengers, hand luggage, luggage and goods by Corporate Aircraft Charter Pty Ltd. for the purpose of aerial work, not subject to the Australian Commonwealth and State Civil Aviation Carriers' liability regimes; as a result of, or caused by:
- The Customer's acts or omissions or any breach of these Terms and Conditions; or
- Corporate Aircraft Charter Pty Ltd.'s acts or omissions; or
- The services the subject of the quotation and these Terms and Conditions.

### NO OTHER AGREEMENT

These terms together with the applicable quotation(s) or contract and any related documents expressly agreed to in writing by the parties contain the complete and exclusive statement of the terms and contract of the parties with respect to the subject matter thereof and supersede all prior understandings, representations, and warranties, written or oral.

### CONFLICT OF TERMS

In the event of any ambiguity or conflict between or among the terms in this Terms and Conditions, Corporate Aircraft Charter Pty Ltd.'s quotation(s) for the supply of aircraft charter services and any other agreement or writing signed by Corporate Aircraft Charter Pty Ltd., the express terms of the quotation and/or other agreement in writing shall prevail. Where there are no such terms in any written agreement with respect to the subject matter in question, these terms shall govern and control. In no event, however, shall any additional, differing, conflicting, supplemental or other terms and conditions stated in any purchase order, acknowledgment, contract or other document issued by the Customer have any effect or bind Corporate Aircraft Charter Pty Ltd. unless such terms are specifically accepted in writing by the Corporate Aircraft Charter Pty Ltd. Operations Manager.

### 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.

### APPLICABLE LAW

These terms are governed by and construed in accordance with the laws of South Australia and are subject to the jurisdiction of the Australian Courts. If any legislation is compulsorily applicable to any of the business undertaken herein, these terms shall regard such business as subject to such legislation and nothing in these terms shall be construed as a surrender by Corporate Aircraft Charter Pty Ltd. of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation and if any part of these terms be repugnant to such legislation to any extent such part shall as regard such business be void to that extent but no further.

### NO THIRD-PARTY RIGHTS

A person who is not a party to the Contract between Corporate Aircraft Charter Pty Ltd. and the Customer has no right to enforce or enjoy the benefit of the contract or under these terms. Every exemption, limitation, defence, immunity, indemnity or other benefit contained in this order to which Corporate Aircraft Charter Pty Ltd. is entitled will be held by Corporate Aircraft Charter Pty Ltd. to the benefit of, and will extend to protect each of Corporate Aircraft Charter Pty Ltd.'s officers, employees, agents, contractors and sub-contractors (excluding you, your passengers, your agents and/or dealers and your agents' and/or dealers', officers, employees, agents, contractors and sub-contractors). In the construction and interpretation of these Terms and Conditions, where the circumstances require, the singular shall include the plural and vice versa, the neuter shall include the personal gender and vice versa; and persons shall include natural persons, bodies corporate or voluntary associations and the persons heirs, executors, administrators, successors and/or assigns.

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