

## **1 BACKGROUND**

- 1.1** These Booking Conditions and the Booking Agreement (Terms) apply to any aviation and general services (Services) booked by AP AIR CHARTER LIMITED (Company No 12143430) (AP Jets, "we", "us") for its clients (Client, "you", "your") and all related data, content and other information.
- 1.2** This Agreement shall be deemed effective upon the Client either signing the Charter Agreement, or confirming any Services by email to AP Jets.

## **2 BOOKING CONDITIONS**

- 2.1** You appoint us as your agent for the purpose of booking the Services, subject to this Agreement and standard terms and conditions of the Operator (Operator Terms).
- 2.2** AP Jets is a booking agent only and is not an airline operator. AP Jets will rely on third party airline operators (Operators) to perform the Services. You accept that AP Jets has no responsibility or liability whatsoever in connection with the performance of such Services by the Operator, any change to the booking, or arising from any act or omission by you (or any other passengers).
- 2.3** All Services remain subject to availability (including arising from aircraft, weather or operating conditions at the time of travel as necessary to fulfil the Services) and performance in accordance with the Operator Terms. As between you and us, this Agreement shall apply to the extent of any inconsistency adverse to our interests.
- 2.4** The Services are provided for the sole benefit of the Client (who must be aged over 18), unless expressly agreed otherwise. You shall comply with this Agreement at all times in connection with the Services.
- 2.5** Client must provide to us, the following information for you and each other passenger:
- (a) Full name, birth date, nationality, gender, place of birth;
  - (b) Passport number, country of issue, expiry date;
  - (c) Any pre-existing medical conditions and fitness to travel;
  - (d) If travelling to/from US, Alien Registration details (if any) & Non-US residents: contact name, number, US address
- 2.6** Client hereby warrants and represents that:
- (a) all information provided to AP Jets or the Operator is true, accurate, current and not misleading;
  - (b) the Services shall be used for legitimate purposes, in compliance with all applicable laws and regulations, and
  - (c) Client has obtained all necessary approvals, consents and permissions from any relevant authority or third party.
- 2.7** Client accepts sole responsibility for maintaining adequate travel insurance, holding or maintaining necessary personal or travel documents (including passports, visas,

health or other certificates) and for all luggage, relevant for departure from the country of origin, transit through any intermediate airports and entry into the country of destination.

- 2.8** Client hereby indemnifies AP Jets from and against any loss or damage caused, incurred or suffered in connection with a breach of this clause 2.

### **3 PRICE, CHARGES, INVOICING & PAYMENT**

- 3.1** You must pay without any set off or deduction the Price specified in the Key Terms or other written agreement with Client, in accordance with the Payment Terms.
- 3.2** Additional fees and charges may be applied by AP Jets or the Operator, including surcharges for payment methods, changes to the Proposed Schedule, Key Terms or information provided by you, aircraft de-icing, de-/positioning, fuel surcharges and insurance costs, additional crew requirement, third party and regulatory charges, catering and in-flight services, airport or security taxes and duties.
- 3.3** Client warrants and represents that there are sufficient funds on any credit or debit card registered with AP Jets to pay for all fees and charges under this Agreement.
- 3.4** If any amount due remains unpaid, AP Jets may charge additional administration costs and interest (both before and after judgment) on the amount unpaid at the rate applicable as if it were a qualifying debt under the Late Payment of Commercial Debts (Interest) Act 1998.
- 3.5** AP Jets will render a valid tax invoice on request for all payments due under this Agreement.
- 3.6** Unless expressly stated otherwise, all amounts payable under this Agreement are exempt from or inclusive of VAT. The recipient of any supply to which VAT is applied shall be entitled to receipt of a valid VAT invoice.
- 3.7** AP Jets shall be entitled to set off or withhold any amount owed to Client under this Agreement against any amount payable by Client to AP Jets.
- 3.8** have been selected to perform this charter on behalf of AP Jets.

### **4 CANCELLATION & REFUNDS**

- 4.1** You must notify AP Jets in writing, immediately if you cancel or amend any Services, and accept that cancellation charges may apply.
- 4.2** In the event of cancellation of the Services or termination of this Agreement, subject to any consumer law that cannot be excluded and recovery under the Operator Terms, AP Jets may determine in its absolute discretion whether to refund any advance payment for Services (which shall exclude any costs that are not reimbursed by third parties). Without limitation, we may refund a percentage of the Price upon cancellation:

**4.3** Cancellation charges will apply in accordance with the terms laid out in the 2-page charter agreement that will be signed by the charterer and AP AIR CHARTER LIMITED upon confirmation of the charter.

## **5 DATA PRIVACY**

**5.1** Each party warrants and represents that it has adopted and implements a privacy policy compliant with the requirements under the Data Protection Act 1998 in respect of all personal data provided to the other party in connection with the Services. Without limitation, all necessary consents have been obtained by Client from individuals for the purposes of performing the Services. Client must comply with our Privacy Policy.

**5.2** AP Jets is registered as a Data Controller pursuant to the Data Protection Act 1998 and the General Data Protection Regulation 2016. When, in connection with the provision of our services to you, we have received or obtained personal information this will only be used for the provision of such services and for providing information about the services, which we can provide.

## **6 DISPUTE RESOLUTION**

**6.1** If any dispute arises between Client and AP Jets in connection with this Agreement (Dispute), then either party may notify the other of the Dispute with a notice (Dispute Notice) which must provide or be accompanied by full and detailed particulars of the Dispute.

**6.2** Within 14 days after a Dispute Notice is given, a representative (with the authority to resolve the dispute) of Client and AP Jets must meet to resolve the Dispute.

**6.3** A party must not bring court proceedings in respect of any Dispute unless it first complies with the requirements of the dispute resolution mechanism outlined in this clause, provided that nothing in this clause prevents either party from instituting court proceedings to seek urgent injunctive, interlocutory or declaratory relief in respect of a Dispute.

**6.4** Despite the existence of a Dispute, the parties must continue to perform their respective obligations under this Agreement and any related agreements.

## **7 FORCE MAJEURE**

**7.1** Neither party shall be liable for any failure or delay to performance of obligations under this Agreement such failure or delay results from any cause that is beyond the reasonable control of that Party including power failure, industrial action, civil unrest, fire, flood, storms, earthquakes, acts of terrorism, acts of war, governmental action or any other event that is beyond the control of the party in question.

**7.2** In the event that any party cannot perform their obligations hereunder as a result of force majeure for a continuous period of 30 days, the other party may at its discretion terminate this Agreement by written notice at the end of that period.

## **8 LIABILITY**

- 8.1** We shall not be liable for any delay or failure to book or perform the Services.
- 8.2** Client acknowledges that it has not relied on any representation, warranty or statement by us. To the extent permitted by law, AP Jets does not provide any warranty or guarantee as to quality or fitness for purpose, recommendations or advice regarding the Operator, the Services, or any related products or services. Any booking or decision shall remain the Client's decision in its absolute discretion.
- 8.3** To the extent permitted by law, AP Jets's liability for breach of this Agreement or otherwise in connection with the Services and any implied warranty or condition that cannot be excluded, is restricted at the option of AP Jets to the re-supply of services or payment of the cost of re-supply of services.
- 8.4** The Agent reserves the right to substitute any aircraft at its discretion, without notice, for an aircraft of equivalent or superior capability to the one confirmed by the charterer in instances where the original aircraft has become unavailable for whatever reason. In the event of a technical issue, the Agent will act in the Customer's best interests.
- 8.5** In no circumstances will either party be liable for any consequential or indirect damages, loss of profits, or any other similar or analogous loss resulting from the Services, whether based on warranty, contract, tort, negligence, in equity or any other legal theory.
- 8.6** The Client shall indemnify AP Jets for, and hold it harmless against any loss, damage, costs, expenses, liability, deduction, contribution, assessment or claim (including reasonable legal and preparation costs) arising in connection with:
- (a) any breach of its obligations under this Agreement;
  - (b) any third-party claims that may arise from the Services;
  - (c) any tax, penalty, fine or interest incurred or payable in connection with the Services or in consequence of breach of this Agreement.
- 8.7** AP Jets may at its option satisfy such indemnity (whether in whole or in part) by way of deduction from any payments due to be paid to it under this Agreement.
- 8.8** Nothing in this Agreement shall limit or exclude the liability of either party for death or personal injury resulting from its negligence, fraud or fraudulent misrepresentation.
- 8.9** AP Jets provides no additional liability insurance over and above that supplied by the charterer.

## **9 TERMINATION**

- 9.1** AP Jets may terminate this Agreement at any time. Either party may terminate summarily by giving the other party 7 days (or any shorter period before departure) written notice if the other party:
- (a) Has not remedied a breach after reasonable notice;
  - (b) Has committed a breach incapable of remedy;

- (c) Is insolvent, bankrupt or incapable of paying its debts; or
- (d) Has a controller, receiver or administrator appointed.

**9.2** Upon termination of this Agreement, Client must pay for any outstanding fees and charges payable under this Agreement and the parties acknowledge that any accrued rights shall not be affected and shall survive as necessary for enforcement and discharge of such liabilities.

## **10 GENERALS**

- 10.1** Interpretation. Headings are only for convenience and do not affect interpretation. A reference to legislation is to that legislation as amended, re-enacted or replaced, and its subordinate legislation. Mentioning anything in this Agreement after “including” or similar expressions, does not limit anything else that might be included.
- 10.2** Agreement. This Agreement can only be amended, supplemented, or replaced, by another agreement executed by the parties. Any clause of this Agreement, which is invalid or unenforceable is ineffective to the extent of the invalidity or unenforceability without affecting the remaining clauses of this Agreement.
- 10.3** Assignment. AP Jets may assign or subcontract its obligations under this Agreement. Client may only assign or otherwise create an interest in their rights under this Agreement with the written consent of AP Jets.
- 10.4** Electronic communication. This Agreement is binding upon each party if executed digitally and conveyed by electronic communication, having the meaning given to that term in Electronic Communications Act 2000 and the Electronic Signatures Regulations 2002. A counterpart, consent, notice or communication under this agreement is effective if it is sent as an electronic communication unless required to be physically delivered under law.
- 10.5** Responsibility of parties. Each party must do anything reasonably necessary (including executing documents) to give full effect to this Agreement. Each party must pay its own expenses incurred in negotiating, executing, stamping and registering this Agreement.
- 10.6** Relationship. The relationship of the parties to this agreement does not form any agency (except as to bookings with Operators) joint venture, partnership, employment, or trust.
- 10.7** Third party rights. A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce this Agreement, provided that this clause does not affect a right or remedy of a person which otherwise exists or is available.
- 10.8** Governing Law. This Agreement is governed by the laws of England & Wales. Each of the parties hereby submits to the non-exclusive jurisdiction of courts with jurisdiction there.

**END GENERAL CONDITIONS**