



## Terms and General Conditions for Air Charter Broker Services

### 1. DEFINITIONS:

In these Conditions the words this "Agreement" shall mean the Agreement with Richemond Ltd, the principle terms of which are set out herewith and of which these Conditions form part; the "Carrier" shall mean the aircraft carrier who carries the Client; "the Client" includes any passenger and their baggage carried on the aircraft; "Jetprivate.Biz", "Emptylegs.Org", "Helicopterscharter.Com" are brands of Richemond Ltd; "Richemond" shall mean Richemond Ltd; "Aircraft" shall mean the charter aircraft specified herein; "Schedule" shall mean the flight or any series of flights agreed between Richemond and the Client including places of departure, places of destination, any stopping points, any departures and arrival times and any part agreed functions; the "Charter Price" shall mean the amount payable to Richemond by the Client for services supplied under this Agreement; "Standard Charges" shall mean the prices offered by Richemond hereto. Words and expressions defined below shall have the same meaning in these Conditions. The headings in this agreement are for convenience only and shall not affect its interpretation.

### 2. APPLICATION:

2.1 These Conditions shall apply to and be incorporated in the contract between Richemond and the Client for the supply of the Services and shall be in substitution for any oral arrangements made between the Client and Richemond and shall prevail over any inconsistent terms or conditions contained in or referred to in Richemond's quotation or acceptance of order or correspondence or elsewhere or implied by trade custom or practice or course of dealing and no addition to or variation of or exclusion or attempted exclusion of the order and/or these Conditions or any of them shall be binding upon the Client unless specifically agreed to in writing and signed by a duly authorized representative of the Client.

### 3. RICHEMOND'S OBLIGATIONS:

3.1 Richemond has entered into this agreement acting only to seek, procure and co-ordinate the Schedule and shall use all reasonable endeavors to complete in accordance with the Schedule the journey or journeys therein specified but shall be entitled to depart from the Schedule if in its opinion in good faith such departure is necessary and any additional expenses (including the fees and charges referred to herein) shall be borne by the Client.

3.2 Richemond is not an air carrier nor does it own any aircraft. Richemond does not have authority from the DOT, FAA or any other government agency to operate any aircraft, nor is Richemond engaged in the business of maintaining, owning, repairing, or evaluating the physical condition of any aircraft. Richemond is solely in the business of brokering aircraft on behalf of our clients. Richemond is a buyer's representative/agent.

3.3 Richemond shall not accept and hereby excludes any and all liability whatsoever for wounding bodily injury or delay of the Client or for loss, delay of or damage to their baggage or of loss, delay of or damage to cargo whether or not occasioned by the negligence of Richemond, its employees servants or agents. Richemond takes no responsibility whatsoever for any costs arising after the arrival, scheduled or delayed, at the destination.

### 4. NON PERFORMANCE DELAY VARIATIONS AND DIVERSIONS:

4.1 In the event of non-performance, partial performance or delay resulting wholly or partly from any Force Majeure or occurrence or any circumstances whatever beyond Richemond's control, Richemond shall use reasonable endeavors to perform or continue the Schedule but otherwise shall have no liability to the Client. The Carrier may cancel or delay the charter flight(s) under this Agreement without being liable to pay any cancellation fee or compensation whatsoever in the event that the charter flight(s) cannot be performed or completed due to any cause beyond the control of the Carrier, including - but not limited to - strikes, lock-out, civil commotion, war or warlike operations or imminence thereof, riots, civil war, blockade, embargo, act or omissions of governmental authorities including all civil aviation authorities, acts of God, fire, flood, fog, frost ice, storms, epidemics, quarantine, hijacking, requisition of aircraft by Public Authorities, breakdown or accident to aircraft, or if the safety of passengers and/ or property is deemed by the aircraft commander or the Carrier's operational supervisors to be in jeopardy. In case of such cancellations the Carrier shall be under no obligation or liability to the client beyond refund of the agreed charter price for such cancelled flight(s), or in case of cancellation of part of a charter flight such part of the charter price relating to the cancelled part of the flight.

4.2 If Richemond is unable to resume performance within a reasonable time after the due date Richemond may cancel this Agreement by notice in writing to the Client and shall be under no liability whatsoever to the Client in respect of such cancellation.

4.3 Richemond shall be entitled, without giving a reason, to substitute another aircraft for the Aircraft specified herein. In the event of the Aircraft specified becoming unserviceable, Richemond shall be entitled but shall not be obliged to substitute another for that specified.

4.4 If for any reason the Aircraft is diverted from any airfield of destination shown in the 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.

4.5 The Schedule issued by Richemond is an approximate estimation only and is not guaranteed by Richemond who shall at any time be entitled to deviate from the Schedule if in its opinion such deviation is advisable or necessary.

4.6 The commander of the Aircraft shall have complete discretion concerning what load may safely be carried and its distribution and as to whether or not the charter flight(s) shall be undertaken and as to where landing shall be made and on all other matters concerning the operation of the Aircraft and the Client shall accept all such decisions of the commander as final and binding. The commander of the Aircraft shall have absolute discretion to refuse to carry any passengers any baggage and any cargo or any part thereof. Richemond shall not be liable for any loss, damage, cost or claim of whatever nature arising from any such decision taken for reasons of safety.

4.7 Richemond is not a common carrier or air charter company and does not accept the obligations of a "common carrier or air charter company" nor is there implied in this Agreement any warranty concerning the aircraft, service or its fitness for any carriage. Richemond is not liable for loss or damage resulting from the inherent defect, quality or vice of the cargo carried.

4.8 If the performance of the Schedule is prevented or delayed by any act or omission of the Client or anyone in its control or acting on its behalf including any delay caused by the late arrival of the Client's luggage the Client will be liable to Richemond for any additional costs incurred either by Richemond or their agents. In the event of cancellation the Client shall be liable for cancellation charges as provided in Condition 8, as if notice of cancellation had been received.

### 5. CLIENT'S OBLIGATIONS:

5.1 The Client hereby indemnifies Richemond against all claims and expenses (including all legal costs) in respect of any liability to third persons for any damage whatsoever arising out of wrongful act or omission of the Client, its servants or agents and for any claim for damages or fines imposed arising out of any breach by the Client of the terms hereof.

5.2 Deviation from any of the terms set out in this Agreement hereto through the action of or at the request of the Client may involve alterations to the Charter Price.

5.3 The Client shall pay to Richemond for all time spent loading or unloading the Aircraft in excess of the appropriate lay time. The Client will hold Richemond indemnified from any claims by passengers, consignors or other persons having contracts with the Client or in whose behalf it has acted should claims arise from cancellation by the Client.

5.4 If at the request of the Client, the Aircraft is used by the Client for any charter flight(s) other than those set out hereto the Client shall pay to Richemond in respect of each such flight(s) a sum calculated on an hourly basis at the Standard Charges rate, which sum shall be notified by a duly authorized officer or employee of Richemond and shall thereupon become due and payable together with all fees and charges imposed by law in respect of each such flight(s) including without prejudice to the generality of the foregoing landing fees, garage 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.

5.5 The Client shall give Richemond in good time on arrival at the check in point or as otherwise specified by Richemond all information and assistance necessary to enable Richemond to complete all necessary Client tickets baggage checks and airway bills and shall distribute tickets and baggage checks to the Client if required by Richemond.

5.6 If the scheduled departure is delayed by the Client, passengers or shippers and notice is given immediately, Richemond shall use reasonable endeavors to perform and continue the Schedule without additional charges for the first half an hour, after that a charge will be accrued and the Carrier is entitled to demurrage per running hour, or pro rata for part of an hour, at a rate of UK£ 500 or otherwise agreed. Further the Carrier shall have the option of canceling the charter without refund of any part of the charter price, and without prejudice to his right to demurrage accrued after the aircraft has been on demurrage for six hours.

### 6. INTERNATIONAL CARRIAGE:

6.1 The present Air Charter Agreement shall be subject to the provisions of the Warsaw Convention dated October 12, 1929, as amended by the Hague Protocol dated September 28, 1955, as implemented in chapter 9 of the Swedish Aviation Act dated June 6, 1957, concerning air transportation of passenger, baggage and cargo, and/or by any other Treaty applicable to such carriage insofar as such carriage is "intentional carriage" as defined in the above Conventions and is governed thereby Carriage hereunder which is not governed by Warsaw Convention shall be subject to all applicable laws which extend provisions of the convention to such carriage or which otherwise limit Richemond's liability.

6.2 The Client warrants that all necessary Passports, Visas, Health and Other Certificates necessary to secure transit through any intermediate points and entry into the Country of destination of the flight(s) will be held and in the event of the appropriate Immigration Authorities refusing entry to any Client in circumstances where



the carrier is required to transport such Client to the point of origin of the charter flight(s) or to any other point, then the cost of doing so shall be repayable by the Client to Richmond upon demand.

6.3 The Client undertakes that their baggage will not contain anything of a dangerous, hazardous or offensive nature or of which the carriage, importation or exportation is prohibited by any Country or State which has to be crossed or entered. The Client shall also ensure the possession of all documents enabling them to comply with all Customs, Police, Public Health and other regulations which are applicable in the United States and countries in which landings are made both in respect of themselves and their baggage and to be responsible for the payment of all dues or charges in connection with them.

6.4 Insurance: The Carrier shall at its sole costs and expense, maintain, or cause to have maintained in full force and effect Aircraft, Passenger, Baggage and Cargo Damage Liability Insurance covering the aggregate liability assumed by the Carrier according to 6.1 above. Richmond should not be held responsible as a client representative.

#### 7. PRICE AND PAYMENT:

7.1 Time for payment of Richmond by the Client is to be of the essence and subject to any special terms agreed. The Client shall pay Richmond's Standard Charges and any additional sums which Richmond have incurred for any of the reasons mentioned in this Agreement or otherwise reasonably incurred by Richmond in the performance of this Agreement (together with any applicable Value Added Tax, and without any set-off or other deduction) prior to the Scheduled departure or upon such terms as shall be agreed in writing between the parties from time to time.

7.1.2 The price has been fixed on basis of the current local taxes and other public fees and fuel price of the date of present agreement. The carrier reserves the right to adjust the charter price in the event of governmental authorities imposing new taxes or fees and/ or increasing existing taxes and fees directly connected with the flight transportation and for changes in the fuel price implemented after the date of issue of the agreement. The carrier reserves the right to adjust the charter price due to any change of rate of exchange from the date of signature until the completion of the air charter agreement. If agreement cannot be achieved as to adjustment of the charter price, the Carrier shall have the option to cancel the air charter agreement without compensation. Payment must be made in conformity with the rules and regulations of all governments concerned and must be accompanied by authorization necessary for conversion and transfer of such currencies as may be required by the charter. Any refund by the carrier under this air charter agreement shall be made in the currency and at the place where the payment was originally made by the customer.

7.2 If Richmond requires a deposit or payment in advance on account such payment shall be made on demand.

7.3 If payment is not made on the due date, Richmond shall be entitled, without limiting any other rights it may have, to charge interest on the outstanding amount (both before and after any judgment) at the rate of 4 % above the base rate set from time to time by the current bank from the due date until the outstanding amount is paid in full.

7.4 The Client shall pay to Richmond the Air Charter Price in UK Pounds (£), unless otherwise agreed in writing.

7.5 Unless expressly included the price does not include:

7.5.1 Any taxes levies or charges assessed or imposed by any taxing authority, airport or air navigation authority on or in connection with the performance of the Schedule.

7.5.2 The cost of any licenses or authorizations specifically required for the Schedule.

7.5.3 Any charges connected with airport charges.

7.5.4 Any airport security charges.

7.5.5 Any meals or catering charges.

7.5.6 Any ground transportation.

7.5.7 De-icing costs are not included in above price and will be charged additionally to The Client, if required.

7.5.8 In the event that The Client makes payment by credit or debit card then The Client shall be additionally responsible for the credit card charges (currently 4%) incurred by Richmond in facilitating payment by credit or debit card.

#### 8. TERMINATION:

8.1 Either party may terminate the Air Charter Agreement by written notice to the other at any time before the time specified for commencement of the Schedule.

8.2 In the event of any breach by the Client of any provisions of this Agreement, or if the Client becomes insolvent or bankrupt or commits any act of bankruptcy or enters into agreement with his creditors or if being a company it goes into liquidation (except for the purpose of reconstruction or amalgamation), Richmond shall have the right immediately to cancel this Agreement and, in the event that the charter flight(s) has commenced, to terminate such flight(s) without liability to the Client, to retain all such monies as have been paid by the Client and to demand all other monies due under the terms of the Agreement, regardless of cancellation.

8.3 Neither the payment of the Charter Price nor the termination of the Agreement for any of the aforesaid reason shall affect Richmond's right to recover damages from the Client.

8.4 This agreement may be terminated and cancelled forthwith by the Carrier by notice to the client without any compensation;

8.4.1 if the Client commits any breach of this Charter Agreement.

8.4.2 if the Client suspends payment or goes bankrupt or commits an act of bankruptcy or enters into an Agreement with his creditors.

8.4.3 If the Client cancels more than two flights in a series of flights, the Carrier is entitled to cancel the remaining flights in this series without being liable to pay any cancellation fee or compensation whatsoever, provided that the Carrier makes use of this right of cancellation within seven days after receipt of the Client's notice of cancellation of any third or more flights.

8.5 The Client shall indemnify the Carrier for all claims whatsoever put forward by passengers, shippers or other persons in connection with cancellation on the part of either the client or the Carrier.

8.6 The Client shall be liable to pay cancellation charges as if notice of cancellation had been received on the date of termination together with such part of the Charter Price as is referable to any part of the Schedule which has been performed and all expenses whatever connected with it.

8.7 If the Client terminates pursuant to Condition 8 the Client shall be liable to pay a cancellation charge by way of liquidated damages as follows unless otherwise stipulated on the Charter Agreement:

8.7.1 If notice is received more than 14 days before the scheduled departure time 15% of the Charter Price;

8.7.2 If notice is received less than 14 days but more than 7 days before the scheduled departure time 30% of the Charter Price;

8.7.3 If notice is received less than 7 days but more than 3 days before the scheduled departure time 50% of the Charter Price;

8.7.4 If notice is received less than 3 days or if no notice is received, the client is solely responsible to pay the total Charter price.

#### 9. UTILIZATION OF THE AIRCRAFT/CHARTER FLIGHT:

9.1 The Client is not entitled to assign his rights or sublet under the Agreement, partly or in full, without the express permission in writing of the Carrier.

9.2 The Carrier or/and Richmond is entitled to utilize any unused part of the chartered space and/or payload without any refund to the Client.

9.3 All empty leg flights stipulated in the present Agreement as well as all empty leg flights in connection with performance of the flight(s) agreed upon in this Agreement are at the exclusive disposal of the Carrier and/or Richmond.

#### 10. GENERAL:

10.1 The failure to exercise or delay in the exercising a right or remedy under this contract, shall not constitute a waiver of the right or remedy, or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy under this contract shall prevent any further exercise of the right or remedy.

10.2 The Client shall not be entitled to assign the benefit of this Agreement to any other person without the consent in writing of Richmond, but Richmond may procure the various performances of their obligations hereunder by some other person.

10.3 You further agree that you shall not, nor shall you permit your agents, employees, guests or passengers to engage in any act or possess any substance, or its cargo to possess any substance, which might result in the seizure or forfeiture of the aircraft used in this charter. Customer shall be responsible for all damages incurred due to breach of this paragraph.

10.4 You further agree that you shall not, nor shall you permit your agents, employees, guests or passengers to engage in any act, either intentional or through negligence, that would result in damage to chartered aircraft. Should damage occur to aircraft because of said actions, Customer shall be responsible for reimbursement of repair costs for all damages incurred due to breach of this paragraph.

10.5 THIS WEBSITE PUBLICATION IS PROVIDED "AS IS," WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

10.6 All content of this Internet site is owned and controlled by Richmond Ltd and is protected by worldwide copyright laws. You may download content only for your personal use for non commercial purposes. You may not reproduce or modify the content. Photographs contained on this web site are the property of individual Aircraft Owners and Operators. No permission is granted with respect to use of those intellectual property rights.

10.7 This agreement take effect according to UK Law and any dispute arising between the parties shall be adjudicated in the UK court system.

Full Name: \_\_\_\_\_ Date: \_\_\_\_\_ Signature: \_\_\_\_\_