



Private Sky Terms and Conditions

The Terms and Conditions hereby issued shall apply to all contracts for the charter of aircraft operated or chartered by Private Sky.

No variation or amendment to these Terms and Conditions shall become effective unless agreed and varied or amended by Private Sky in writing.

Where a person, firm or company enters into the Agreement as agent of the charterer, such person, firm or company shall be jointly and severally liable with the charterer for the payment of the final agreed charter price.

1 DEFINITIONS

In these conditions the following expressions shall have the following meaning.

The Agreement/Contract – any agreement/contract between the Carrier and the Charterer for the charter of aircraft from the carrier.

The Aircraft – any aircraft which is the subject of a charter agreement/contract between the Carrier and the Charterer.

The Carrier – Private Sky

The Charterer – any person, form or body corporate chartering, or offering to charter, any aircraft from the Carrier

Charter – the flight(s) described within the flight schedule.

2 REPLACEMENT OF AIRCRAFT

In the event that it is unable to perform any part of the Charter, the Carrier shall be entitled to substitute, with prior notice, any other operator or any equivalent aircraft. To the extent that such substitution involves additional costs, such additional costs shall be notified to the Charterer, who shall be entitled to either accept the additional cost or decline the offer of alternative carriage.

3 CHARTER CHARGES

The Charterer shall pay promptly to the Carrier the charter price immediately upon receipt of the Carriers invoice unless a different credit period has been agreed by the Carrier. All payments shall be made without deduction, set-off counterclaim or withholding whatsoever. Time for payment shall be of the essence. The Carrier shall be entitled to treat

non-payment of the Charter Price as constituting the cancellation by the Charterer of the relevant Charter entitling the Carrier to payment in accordance with the provisions of clause 14, below. The provisions of clause 8 below, may have effect on any final charter price.

4 INTEREST ON LATE PAYMENT

The Carrier shall be entitled to claim interest on the amount overdue at the rate of 3.0% per month or part thereof, compounded monthly, deemed effective on the satisfactory completion of the planned itinerary.

5 CAPTAINS JUDGEMENTS

The Captain of the aircraft shall have absolute discretion:

- a) To refuse any passenger(s), baggage or cargo;
- b) To decide what load may be carried on the Aircraft and how it shall be distributed;
- c) To decide whether and when a flight may be safely undertaken and where and when the Aircraft should be landed.

6 TAXES AND CHARGES

Unless expressly included, the Charter Price does not include any taxes (including without limitation, VAT) levies, de-icing and out of hours charges assessed or imposed by any taxing or aircraft authority directly upon the execution or performance of this Agreement, or the carriage, embarkation and disembarkation of passengers or the loading or unloading of baggage and/or goods all of which shall be paid by the Charterer on demand.

7 CARRIERS PROTECTION AGAINST INCREASED COSTS

If there is any increase after the dating of the Agreement in; security costs, aviation insurance premiums, fuel costs, airport passenger duty and taxes or similar costs (including aircraft de/anti-icing that was not otherwise anticipated), relating to the operation of the aircraft or any part of the Charter, the Carrier shall be entitled to increase the Charter Price accordingly.

8 AIRCRAFT AND CREW

The Carrier shall provide for the Charterers sole use the aircraft, crewed with fully licensed and qualified pilots, and equipped for the performance of the Charter. Any additional services shall be specified within the Agreement.

9 NON PERFORMANCE OR DELAYS

If the performance of the flight is prevented or delayed by the Charterer or anyone acting on its behalf including, but not limited to, any passenger arriving later than 20 minutes before scheduled departure time, the Carrier may at its discretion and any without liability whatsoever depart as scheduled or alternatively elect to delay the flight, in which case, demurrage shall run against the Charterer at a daily rate equivalent to one hour at the current charter rate for the aircraft.

10 CANCELLATION

In the event of cancellation of the Charter or any part of it, the Carrier shall be entitled to receive, as liquidated damages not a penalty, the following;

- a) 12% of the Charter Price with immediate effect/upon execution of the Agreement/Contract.
- b) 27.5% of the Charter Price if cancellation occurs less than 7-days but more than 48-hours before scheduled departure time.
- c) 50% of the Charter Price if cancellation occurs less than 48-hours but more than 24-hours before scheduled departure time.
- d) 100% of the Charter price if cancellation is received less than 24-hours prior to or after the planned departure.

Provided that all cancellations shall be made in writing to, and acknowledged and accepted by the carrier (by email, fax or post).

Cancellation charges are exclusive of any expenses already incurred by the Carrier prior to cancellation.

No charge will be made if a flight is cancelled prior to departure due to adverse weather conditions or other operational reasons whereby the Carrier, in its absolute discretion, considers that it would be unsafe or impracticable to proceed with the flight. No charge will be made for cancellation in cases where the Carrier accepts responsibility. In the event of cancellation by the carrier, endeavours will be made, if the Charterer so desires, to ensure that the destination is reached by alternative transport at a cost not more than the agreed charter price. The Carrier cannot be held responsible for losses incurred by passengers or customers, whether financial or in any other form, brought about by a delay or cancelled flight, howsoever caused.

11 DEPARTURE FROM FLIGHT SCHEDULE

The Carrier shall use all reasonable endeavours to complete the Flight Schedule but shall be entitled to depart from the Flight Schedule for any cause or reason beyond its reasonable control and the Charterer shall reimburse the Carrier on demand for any additional expenses incurred as a result.

13 DIVERSION

If for any reason beyond the Carriers control the Aircraft is diverted from any destination agreed and stated within the Flight Schedule to another destination, the flight shall be deemed to be complete when the aircraft arrives at that other destination.

14 LIABILITY OF CARRIER

- a) The Carrier does not undertake any carriage as a common carrier.
- b) Except as expressly provided within these terms and Conditions the Carrier shall not be liable to the Charterer in any manner whatsoever (whether arising from the negligence of the Carrier, its employees or agents, or otherwise) for any loss or damage whatsoever (including without limitation consequential loss) provided that this shall not exclude or restrict the Carriers liability for death or personal injury resulting from the negligence of the Carrier, its employees or agents.
- c) All liabilities in relation to the carriage by air of passengers and their luggage shall be governed by the Conditions of Carriage of the Carrier, a copy of which is available on request.
- d) The Charterer agrees to indemnify the Carrier and keep the carrier indemnified against all liabilities claims costs and expenses whatsoever incurred to due to or claimed by any third party as a result of any such reason or circumstance save for liability for death or personal injury arising as a result of the negligence of the Carrier, its employees or agents.

15 WRONGFUL ACTS OF CHARTERER

The Charterer shall indemnify the Carrier against all claims (including legal fees and costs) in respect of any liability of the Carrier to third persons (including but not limited to passengers, consignors or consignees) for any loss or damage whatsoever (including costs and expenses on a full indemnity basis) arising out of any wrongful act or omission of the Charterer, its servants or agents or any passenger carried with the authority of the Charterer.

16 ITINERARY

The Carrier shall be responsible for the issue of all necessary passenger itinerary, baggage checks and air waybills and the Charterer shall give the Carrier in good time all information and assistance required to complete such documents. The Carrier shall at all times keep the Charterer indemnified against all liabilities, claims, costs and expenses whatsoever which result from any failure to issue a passenger itinerary. Provided however that where passenger tickets and/or baggage checks are delivered to the Charterer or its agent by the Carrier for distribution to passengers the foregoing indemnity shall not apply and the Charterer warrants and undertakes to the Carrier that it will effect delivery of the said

tickets to the passengers promptly on receipt and shall indemnify the Carrier against all liabilities costs and expense which result from any failure by the Carrier to effect such delivery.

17 LAWS AND TRAFFIC REGULATIONS

The Charterer shall comply with and ensure that each passenger and/or owner of freight carried observes and complies with all traffic regulations of the Carrier and all customs, police, public health and other laws and regulations which are applicable in the countries to which flights are originated, landings are made or over which flights are made. The Charterer warrants that all passengers will hold all necessary passports, visas, health and other certificates to secure transit through any intermediate points and/or entry into the place of destination and in the event that the local authorities refuse entry to any passenger in circumstances where the Carrier is required to transport such passengers to the point of origin of the flight or to any other point then the cost of so doing shall be repayable by the Charterer to the carrier upon demand.

18 OBLIGATIONS

The Charterer shall not be entitled to assign the benefit of this Agreement to any other person without the consent in writing of the Carrier.

19 NOTICES

Any notice to be given under this Agreement shall be given by delivering by hand or by sending it first class post to the address, or by fax to the fax number of the addressee shown in the Agreement/Contract. Such notice shall be deemed given if;

- a) delivered by hand on presentation or refusal or presentation;
- b) by first class post on the second working day after the day of posting; and
- c) by fax on sending provided the addressee does not notify the sender within 24 hours that it has been incorrectly or illegibly sent.

20 WAIVER

The rights or neither party shall be prejudiced or restricted by any indulgence or forbearance granted to it and no waiver of any breach shall operate as a waiver of any other or further breach.

21 ARBITRATION

Any dispute or difference arising out of or relating to this agreement that cannot be settled amicably without undue delay by the interested parties shall be referred to the arbitration in Dublin of an arbitrator to be appointed by the parties hereto or in default of appointment



by the President for the time being of the Law Society of Ireland and subject to the provisions of the Arbitration Acts 1954 and 1980 or any statutory modification therefore for the time being in force. The award of such arbitrator shall be final and binding on both parties.

22 SEVERANCE

If any part of this Agreement (including these Terms and Conditions) is considered by any court or other competent authority to be unenforceable, it shall be considered severable so as not in any way to effect the remainder of the terms.

23 HEADINGS

The heading in these Terms and Conditions are for convenience only and shall not affect interpretation.

24 APPLICABLE LAW AND JURISDICTION

The Agreement and these Conditions shall be governed by and construed in accordance with the Irish Law and the Courts of Ireland shall have non-exclusive jurisdiction to deal with any disputes arising hereunder.

25 PAYMENT DETAILS

Payment can be made against this Agreement/Contract to the appropriate account as advised prior to issue/receipt of invoice.

PRIVATE SKY

PERSONAL & BUSINESS AVIATION