

Scope of Appointment

1. These terms and conditions, together with the Booking Confirmation, form the agreement between Open Aero and the Client under which Open Aero shall arrange for the charter of an aircraft for the agreed flight(s) set out in the Booking Confirmation (the "Flight") on the terms and conditions set out below (the "Agreement").
2. Open Aero acts solely as a charter broker and the Client hereby appoints and authorises Open Aero to enter into an agreement with a licensed air carrier ("Operator") who is to perform the Flight ("Charter Contract"). Open Aero accepts such appointment on the terms and conditions of this Agreement. Any Flight, and the obligation to arrange it, is subject to and conditional upon the granting of any necessary traffic rights, airport slots and any relevant permits.
3. The Charterer hereby authorises Open Aero to negotiate the terms of the Charter Contract on behalf of the Charterer. Open Aero shall endeavour to negotiate customary standard market provisions for the operation of the Flight but shall not be expected to negotiate bespoke or unusual terms unless those terms are agreed in advance with the Charterer. Open Aero is not required to negotiate terms that are beyond the scope of the Agreement unless the parties agree otherwise in writing. The Client accepts and agrees to be bound by all terms and obligations under any Charter Contract (including the Operator's standard conditions of carriage).
4. Open Aero shall perform its obligations arising under or in connection with this Agreement with reasonable care, skill and diligence. Open Aero shall not owe the Charterer any other duties, whether fiduciary or otherwise, which are not expressly set out in this Agreement.
5. Any aircraft provided under a Charter Contract shall be provided for the sole use of the Client and the Client shall not sell or otherwise make available for valuable consideration any part of the flight accommodation available on any Flight.
6. Subject to the provisions of this clause, the Client may at any time request a copy of the Charter Contract. The Client agrees that Open Aero shall be remunerated by the difference between the financial terms paid by the Client under the terms of this Agreement and sums required to be paid by Open Aero to the Operator under the terms of the Charter Contract. The Client further agrees that the financial terms to be paid by Open Aero to the Operator under the Charter Contract are commercially sensitive and confidential to Open Aero, and that Open Aero is not obliged in any circumstances to disclose them to the Client. The Client agrees that Open Aero shall be entitled to, upon any request for the Charter Contract being received from the Client (or any other person), provide a copy of the Charter Contract with any commercial terms and conditions redacted at the sole discretion of Open Aero.
7. The Operator may, at its discretion, substitute the agreed aircraft to be used on the Flight for one or more reasonably suitable aircraft without limitation as to the number, type and configuration of the substitute aircraft, whether or not operated by the Operator. Where the Operator makes any such substitution, the provisions of the Charter Contract and this Agreement shall apply to such substituted aircraft.
8. Open Aero is not an air carrier and acts only as the arranger of the Flights. Open Aero shall have no liability to the Client or any passenger in respect of his/her carriage by air or any other form of carriage. This Agreement between Open Aero and the Client does not constitute a contract of carriage. Open Aero shall not act or be deemed to act as a direct, indirect or contracting carrier. Open Aero does not operate any aircraft.
9. Upon request of Open Aero or the Operator, the Client shall promptly provide Open Aero with all information in relation to the Client or its passengers as may reasonably be required for the purpose of complying with all applicable regulatory requirements and the Charter Contract. The Client warrants that any information provided to Open Aero under this clause is true, accurate, complete and not misleading.
10. Open Aero shall not be liable to the Client, Operator or any passengers for any claims arising out of or in connection with EC Regulation 261/2004 to the extent it may apply, including but not limited to any claims regarding passenger delays, cancellations of any Flight, baggage delays or damage, destruction or loss of any baggage. The Client shall indemnify Open Aero against any and all claims, demands, costs (including legal costs on a full indemnity basis), losses, expenses and liabilities incurred which arise out of or in

connection with EC Regulation 261/2004. The Client further agrees that they shall have no protection under the ATOL scheme in respect of the Flight.

Payment Terms

11. The Client shall make prompt payment of all monies due under the Agreement and in any event by any date specified in the relevant invoice. Time for payment shall be of the essence. Payments by the Client shall be made by bank transfer in cleared funds, without set-off or deduction to Open Aero's account as set out in the relevant invoice on or before the due dates for payment. In the event that the Client fails to make any payment when due, Open Aero shall be entitled to treat such failure as a repudiatory breach of this Agreement and shall be entitled to treat the relevant Flight or Flights as having been cancelled by the Client.
12. Without prejudice to any other remedy available to Open Aero, in the event that any payments from the Client remain unpaid (in full or in part) by the due date specified on the date of invoice or three days from the date of invoice if no due date is specified, the Client shall be liable to pay interest on the outstanding sum at the annual rate of 5%, accruing daily and compounding each month.
13. Unless otherwise agreed and documented in the Booking Confirmation, the Charter Price excludes VAT, government and local taxes, airport passenger service charges, security taxes and levies, royalties, airport extension charges, de-icing, hangarage, fuel surcharges, ground transportation, customs duties, catering, WiFi and any other costs that may be introduced, levied or increased after the date of the Agreement or which may otherwise be payable under the Charter Contract.
14. To the extent that any increase after the date of the Agreement in the Operator's costs results in an increased cost to Open Aero, Open Aero shall be entitled to increase the agreed Charter Price or otherwise charge those costs to the Client.
15. Save to the extent expressly set out in the Booking Confirmation, the Client shall reimburse Open Aero for any costs, charges or expenses incurred by Open Aero and/or the Operator in respect of arranging the provision of any special equipment, materials, accessories and ground services and facilities necessary to meet any requirements of the Operator and/or the passengers, regardless of whether or not such requirements have been notified in advance.
16. Where any additional amounts are to be charged by Open Aero under the terms of this Agreement and/or the Charter Contract then Open Aero shall invoice the Client for such amounts.

Cancellation and Variation Terms

17. In the event that the Client requests a delay in the departure time or other deviation from the planned itinerary or a cancellation of the Flight, the approval of such request shall be subject to Open Aero's receipt of a prior written request from the Client and the prior agreement of the Operator to a cancellation or variation in the Charter Contract. The Client shall be liable for all increased costs and charges incurred by Open Aero and the Operator as a result of the delay, deviation or cancellation.
18. In the event of cancellation by the Client of any Flight, Open Aero shall be entitled to the cancellation charges set out in the Booking Confirmation.
19. The Client shall ensure that all passengers and their baggage arrive at the check-in or departure point not later than the time notified by Open Aero or the Operator or, if no time has been notified, in good time prior to the scheduled time for departure, which shall be no later than 20 minutes. In the event that any passenger or baggage is not at the check-in or departure point at the required time, Open Aero shall have no obligation to require that the departure of the Flight be delayed.

Force Majeure Event

20. Open Aero shall not be liable or responsible for any inability or failure to perform any obligations hereunder so long as and to the extent to which the obligation is prevented, frustrated, hindered or delayed as a result of a "Force Majeure Event". For the purposes of this Agreement, a Force Majeure Event means circumstances beyond the reasonable control of Open Aero, including but not limited to: acts of God, acts of any governmental or national authority, war or national emergency, epidemic, riots of civil commotion, fire, explosion, flood, strikes, hijacking, interference of authorities or officials, sanctions, requisition, seizure under legal process, quarantine, adverse weather, accidents to, failure or technical unavailability of any

aircraft, machinery or apparatus, the refusal or withdrawal of authorisations or permits required for any Flight, or any refusal of entry at any airport for any passenger, luggage or equipment.

21. In the event that, for reasons of a Force Majeure Event, the intended aircraft for use on a charter or the intended destination becomes unavailable, Open Aero undertakes to use reasonable endeavours to find a suitable substitute aircraft either operated by the Operator or by a different air carrier or a suitable alternative destination. In the event that Open Aero would incur additional cost in providing an alternative aircraft or organising an alternative destination and the Client declines to bear such additional cost, or if Open Aero is unable to obtain a suitable substitute aircraft or organise a suitable alternative destination, the affected Flight shall be deemed to have been terminated by mutual agreement. Open Aero shall consequently have no liability to the Client in respect of that Flight, save for the return of any monies received in respect thereof, less any non-reimbursable or increased costs and expenses already incurred by Open Aero at the time of the Force Majeure Event.

Demurrage

22. If Open Aero is charged for any demurrage by the Operator because of any delay, deviation or cancellation in the commencement or completion of the Flight caused by the actions of the Client or any passenger, Open Aero shall be entitled to recover any such charges from the Client.

Liabilities and Indemnities

23. Subject to clause 25, Open Aero's total aggregate liability to the Client for any breach of its obligations arising out of or under this Agreement or any other claims whether in contract or tort or otherwise, including any claims for negligence, shall be limited in any event to 100% of the Charter Contract Price. In no circumstance shall Open Aero have any liability however caused for any direct or indirect loss of or damage to profit, revenue, business, contracts, opportunities, goodwill or reputation, for any consequential or indirect loss suffered by the Client or any passenger or for any loss or damage suffered by the Client or any passenger arising from a claim brought by a third party.
24. Nothing in this Agreement shall limit or exclude any liability of Open Aero which cannot legally be limited or excluded, including but not limited to liability for death or personal injury caused by negligence or for fraud or fraudulent misrepresentation.
25. The Client warrants that all passengers shall comply with all applicable laws, codes, regulations, the terms of the Charter Contract, any and all requests or directions of the Operator and Open Aero's reasonable requests. Passengers shall take all reasonable care when using the aircraft and the Client accepts responsibility for all passengers and agrees to indemnify Open Aero in the event of any damage caused to the aircraft and accepts responsibility for any loss, damage or costs (including legal costs) related to any damage caused by the Client or any passenger to the aircraft.
26. Open Aero shall not be liable for any loss or damage whatsoever suffered by the Client resulting from any delay, diversion or cancellation of any Flight by the Operator, provided such delay, diversion or cancellation is not solely due to any default on the part of Open Aero. In the case of diversion for any reason outside of Open Aero's reasonable control, the affected Flight shall be deemed to have been completed when the aircraft arrives at the airport to which it has been diverted. Where Open Aero arranges for passengers to be transferred to their original destination by alternative means of transport or transferred to the diverted destination, it shall be deemed to have arranged such transport as an agent of the Client, who shall bear all costs so incurred.
27. Open Aero shall not be liable to the Client or any passengers for the non-performance, breaches or other errors or failings in the services provided by the Operator, its personnel or its agents or the non-compliance of the Client or any passengers with any of their obligations under the Agreement or the Charter Contract.
28. All liabilities in relation to the carriage by air of passengers and their baggage shall be governed by the conditions of carriage of the Operator, a copy of which is available on request.
29. The Client shall indemnify Open Aero against any liability that Open Aero might reasonably incur (including legal fees and costs) as a result of any breach of this Agreement by the Client or any act or omission of any passenger prior to or in the course of the carriage.

Manifest

30. The Client, acting as the agent of each passenger, shall issue to each passenger such travel documents relating to the carriage of each passenger by air as may be given to the Client in advance of any Flight.
31. The Client shall ensure that each passenger carried on any Flight, in respect of whom any applicable regulation applies, receives proper notice of the liability provisions of the Operator in accordance with the requirements of any such applicable regulation and/or the terms of the Charter Contract before the passenger embarks.
32. The Client warrants that each passenger shall be in possession of all necessary passports, visas, health certificates and other similar documents to secure transit and that each passenger shall observe and comply with all laws, rules and regulations in relation to their travel. The Client shall be responsible for all immigration and customs charges in respect of passengers and any airport passenger taxes.

Operational Control and Baggage

33. The Client shall provide written notice to Open Aero at least five days prior to any Flight of any items which are to be carried on the aircraft which exceed the normal hold baggage and cabin baggage allowances specified in the Charter Contract. Carriage of such additional baggage shall be subject to the Operator's absolute discretion under clause 36 of this Agreement.
34. The Operator and its personnel, in their absolute discretion, may examine and inspect any baggage belonging to the Client or any passengers, may refuse to carry any passenger or baggage, decide what load may be carried and its distribution, and make all other decisions regarding the operation of the aircraft. The Client agrees to accept all decisions of the Operator and its personnel and to waive all claims against the Operator, Open Aero and their respective personnel for any delay, loss, damages, costs and claims arising as a result of any such decisions or exercise of such discretion.
35. The Client shall ensure that all baggage and/or cargo shall comply with the terms of the Charter Contract and with all relevant laws and regulations, and to ensure that such baggage and/or cargo is properly packed for carriage. The Client shall indemnify Open Aero and/or the Operator for any and all damages, liabilities, costs, fines, or penalties related to or arising from the Client's failure to comply with this provision.
36. The Client shall reimburse Open Aero for any costs, charges, fines or expenses incurred by Open Aero and/or the Operator in respect of any passenger carried or to be carried on the Flight by reason of: (a) any law or governmental requirement or decision of any state relating to immigration or otherwise which requires the Operator to remove any passenger from the United Kingdom or any other country; or (b) any passenger being drunk, ill or otherwise incapable of travel; or (c) any passenger being disruptive or unruly; or (d) any passenger being in breach of any law or governmental direction or otherwise.

Data Protection

37. The parties acknowledge that, for the purposes of the GDPR, where Open Aero processes personal data in the course of performing its obligations under this Agreement, the Client shall be the controller and Open Aero shall be the processor.
38. To enable the performance of the Agreement, the Client authorises Open Aero to retain and use personal data belonging to the Client or its passengers and transmit it to companies involved in providing transportation or related services and facilities, data processors working for Open Aero, Open Aero's agents, government enforcement agencies, credit and payment card companies. This may involve sending personal data outside the European Economic Area.
39. Open Aero, to the extent it is acting as processor in respect of such personal data, agrees to comply with the obligations of a processor set out in Article 28(3) of the GDPR and these terms shall be deemed to include those obligations and impose them on Open Aero.
40. The Client warrants that it has all the necessary authorities, grounds, rights and consents to enable Open Aero to process the personal data in accordance with the GDPR for the purposes of this Agreement and that it shall comply with all applicable laws and regulations regarding the processing of personal data.
41. Both parties will comply with all applicable requirements of the Data Protection Legislation. For the purposes of this Agreement, "Data Protection Legislation" means all applicable data protection and privacy

legislation in force from time to time in the UK, including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR), the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended. "Controller", "processor", "data subject", "personal data" and "personal data breach" shall have the same meanings as their respective definitions in the Data Protection Legislation. "Domestic Law" means the laws of the United Kingdom or a part of the United Kingdom.

Confidentiality

42. The terms and conditions of this Agreement and the Charter Contract are confidential to the parties who acknowledge that it contains commercial sensitive information and proprietary information which both parties agree, other than as required by law, to keep strictly confidential as between the parties save as may be reasonably required to perform their obligations under the Agreement or the Charter Contract.

Miscellaneous

43. The Client shall not be entitled to assign, novate, deal or transfer with any or all of its rights or obligations under this Agreement without the prior written consent of Open Aero. Open Aero shall be entitled to assign, novate, deal or transfer any or all of its rights or obligations under this Agreement.
44. If any provision or part-provision of this Agreement is or becomes invalid, illegal or unenforceable, it shall be considered modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any such modification or deletion shall not affect the validity and enforceability of the remainder of the Agreement.
45. The rights of Open Aero shall not be prejudiced or restricted by any indulgence or forbearance extended to the Client or by any delay in exercising or failure to exercise any right.
46. No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their duly authorised representatives).
47. Any notice to be given under this Agreement shall be in writing (but excluding fax transmission or electronic mail) and deemed validly served when personally delivered or posted by pre-paid first-class post or recorded delivery to the intended recipient's registered address. A notice is deemed received when left at the intended recipient's registered address or, if sent by pre-paid first-class post or recorded delivery, 48 hours from the date of posting. If such deemed receipt is not within business hours (9.00am to 5.00 pm Monday to Friday on a day that is not a public holiday in England and Wales), the notice is deemed to be received when business hours next commence.
48. The rights and remedies provided to Open Aero under this Agreement are in addition to, and are not exclusive of, any rights or remedies provided by law.
49. The terms set out in this Agreement constitutes the entire agreement and shall supersede any and all previous agreements, arrangements, representations, warranties, understandings or communication between the parties hereto, whether written or oral, in relation to its subject matter.
50. No third party shall have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but nothing herein shall prejudice the rights of any passenger against the Operator.

Law & Jurisdiction

51. This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
52. The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.