

EXECUTIVE AIRLINES AIRCRAFT CHARTER AGREEMENT

1. DEFINITIONS

In this Agreement:

Additional Charges means any costs in addition to the Charter Fee, as set out in the Schedule.

Additional Services means any items identified as such and set out in the Schedule.

Agreement means this contract between the Operator and Charterer.

Aircraft means the aircraft the subject of the Charter, details of which are set out in the Schedule.

Charter means the use of the Aircraft to undertake a flight charter in return for which the Charterer has agreed to pay the Operator the Charter Fee.

Charter Fee means the fee set out in the Schedule.

Charterer means the person or persons paying for the Charter, whose details are set out in the Schedule.

Claim means and includes any claim, action, proceeding or demand made against a person however arising including out of the terms of this Agreement.

Crew means a person assigned by the operator for duty on the aircraft during flight time

Departure Date means the date set out in the Schedule.

Deposit means the amount set out in the Schedule.

Force Majeure means any cause directly attributable to acts, events, non-happenings, omissions, accidents or Acts of God beyond the reasonable control of a party including but not limited to strikes, lock-outs or other labour disputes, civil commotion, riots, blockade, invasion, war, fire, explosion, sabotage, storm, collision, grounding, fog, governmental act or regulation, mechanical, electrical or structural breakdown or damage.

GST means GST within the meaning of the GST Act

GST Act means A New Tax System (Goods and Services Tax) Act 1999 as amended.

Loss means and includes any damage, loss, cost, expense or liability incurred or sustained by a person (either directly or indirectly), however arising, and whether present or future, fixed or unascertained, actual or contingent, special or consequential including but not limited to loss of profit, liability to third parties or legal costs.

Pilot means a qualified person appointed by the Operator to pilot the Aircraft during the Charter.

Operator means Executive Airlines Pty Ltd ACN 005 508 261 and AOC VT214672-19

Terms means the terms of this Agreement.

2. BOOKING

(a) The Operator has provided or will provide the Charterer with a quotation in respect of the Charter.

(b) A quotation is not an offer by the Operator, and may be withdrawn, or altered at any time prior to confirmation without notice.

(c) Unless notified to the contrary, any quotation issued by the Operator is only valid for 14 days from the date of the quotation.

(d) Booking is subject to crew and aircraft availability at time of confirmation and will only be confirmed on payment of the Deposit and execution of this Agreement.

3. CHARTER FEE

3.1 Payment

(a) The Deposit is payable at the time of booking the Charter.

(b) The balance of the Charter Fee is due and payable not later than five (5) business days prior to the Departure Date or as otherwise agreed with the Operator in writing.

(c) The Charter Fee is payable either by:

(i) Transfer of cleared funds to the following account:

Account name: Executive Airlines Pty Ltd

Bank: National Australia Bank BSB: 083 451

Account Number: 696 828 323 SWIFT Code: NATAAU3303M

or,

(ii) by credit card.

(Please note that payment by VISA and MasterCard will incur a 3% surcharge and AMEX is not accepted).

(d) The Operator reserves the right, in its sole discretion, to terminate the Charter if the Charter Fee is not paid in full by the due date for payment and retain the Deposit.

3.2 Inclusions

The Charter Fee is inclusive of:

- (a) all en-route, landing, airport and air navigation charges;
- (b) aircraft operating costs, incl. fuel and maintenance;
- (c) aircraft crews' accommodation and travel allowances;
- (d) 20kg baggage allowance per passenger;
- (e) insurances as required by law; and
- (f) in-flight catering and refreshments appropriate to each sector

3.3 Additional Charges

(a) The Charterer acknowledges and agrees that Additional Charges will be incurred for the provision of Additional Services and that in certain circumstance the Additional Charges may be unforeseen.

(b) Any Additional Charges not identified or agreed at the time of entering into this Agreement will be notified and charged to the Charterer at the conclusion of the Charter and will be payable within seven (7) days of the issue of invoice for such Additional Charges.

4. CANCELLATION

4.1 Cancellation Policy

(a) Unless otherwise agreed by the Operator in writing, the following percentage of the Charter Fee is payable (in addition to any third party invoices already incurred) for cancellations of Charter:

Timeframe	% of Charter Fee
After Booking is confirmed and more than 4 days (96 hours) prior to the scheduled departure time:	25% of the Charter Fee (Deposit retained)
Less than 3 days (72 Hours) but more than 1 day (24 hours):	50% of the Charter Fee
Less than 1 day (24 hours) or a no-show for departure:	100% of the Charter Fee

(b) Third party invoices which have been incurred by the Operator on behalf of the Charterer are payable in full by the Charterer in addition to the percentage of the Charter Fee set out in clause 4.1(a).

4.2 Prior to Charter

(a) Cancellation by the Operator subject to the unforeseen unavailability of the Aircraft, shall entitle the Charterer to elect to:

- (i) obtain a refund of all monies paid to the Operator pursuant to this Agreement; or
- (ii) request that the Operator will do all that is reasonable to provide a viable substitute Aircraft to the Charterer at the reasonable expense of the Charterer.

(b) Cancellation due to mechanical failure, inclement weather or Force Majeure will be made at the Operator's discretion and every attempt will be made to reschedule the Charter to suit the Charterer. However, if alternative arrangements cannot be made the Charterer may at its election terminate this Agreement and obtain a refund of all monies paid to the Operator pursuant to this Agreement.

4.3 During Charter

(a) The Charterer acknowledges and agrees that the Operator, and during the flight, the crew, have the sole discretion at all times to take whatever action is necessary to protect and maintain the safety and welfare of the passengers, the Aircraft and its crew and may in exercising such discretion cancel, postpone or make such changes to the course of the Charter as is deemed reasonably necessary to ensure the safety of the passengers, Aircraft and crew.

(b) Cancellation after departure of the Charter, shall entitle the Charterer to be partially reimbursed for any unutilised sectors of the Charter pursuant to this Agreement.

5. CHARTERER OBLIGATIONS

The Charterer is at all times responsible for:

- (a) the conduct of its passengers and complying with all directions of the Operator, crew, and the rules of the Charter as notified to the Charterer from time to time;
- (b) ensuring that all passengers comply and hold the necessary immigration documentation, visas and passports (if applicable), and comply with all applicable airport security, quarantine and customs regulations; and
- (c) ensuring that any dangerous goods are declared to the Operator prior to departure and are not brought onto the Aircraft by passengers.

6. INDEMNITY

The Charterer indemnifies and agrees to keep indemnified:

- (a) the Operator, its agents and employees, from and against any and all losses, claims, actions, costs, expenses, fees, damages, fines and liabilities (including reasonable legal fees) howsoever and wheresoever arising, contingent or actual, caused by any negligent act or omission of the Charterer or passengers;
- (b) the Operator in respect to any loss or damage to the Aircraft, its equipment, fixtures or fittings, caused by the Charterer or passengers; and
- (c) the Operator for any fine or penalty arising from non-compliance of the Charterer and its passengers with this Agreement or any applicable aviation authority regulation.

7. LIMITATION OF LIABILITY

Without limiting the operation of any other term of this Agreement, the Charterer acknowledges and agrees that the Operator will not be liable for any Loss or Claim which occurs and is attributable to or associated with:

- (a) travel compliance;
- (b) unavailability of the Aircraft;
- (c) a failure by the Charterer or passengers to:
 - (i) follow any reasonable direction given by the Operator, pilot or crew;
 - (ii) comply with these Terms;
 - (iii) comply or observe any warning sign;
 - (iv) observe safe behavior; or
 - (v) appropriately use equipment or facilities made available for the Charter;
 - (vi) an event of Force Majeure

8. GST

(a) Unless otherwise expressed to the contrary, all prices and amounts are expressed to be exclusive of goods and services tax (GST).

(b) If GST is payable by the Operator on the supply of goods or services to the Charterer, the Charterer must also pay to the Operator at the same time the amount is payable, GST, and all other applicable taxes, duties, levies, penalties and any other government charges payable in relation to the supply of goods or services (which have not been included in the price) on demand by the Operator, subject to the Operator providing the Charterer with a valid tax invoice.

9. INSURANCE

(a) The Operator maintains insurances accordance with, and limited to, the provisions of the Civil Aviation (Carriers' Liability) Act 1959 and the Damage by Aircraft Act 1999.

(b) The Charterer must notify the Operator no later than the time of booking the charter if specific additional insurance is required for the Charter and the reasons for the insurance.

10. AUSTRALIAN AVIATION LAWS AND REGULATIONS

This Agreement and the services provided by the Operator to the Charterer are governed by Australian aviation laws and regulations.

11. MISCELLANEOUS

(a) These Terms contain the entire agreement between the parties.

(b) These Terms are governed by and must be construed in accordance with the laws of the State of Victoria. The parties submit to the exclusive jurisdiction of the Courts of that State and the Commonwealth of Australia in respect of all matters or things arising out of these Terms.

(c) If any of these conditions (or any parts thereof) shall to any extent be held by any Court of competent jurisdiction to be ineffectual, invalid or unenforceable, the remaining conditions (or parts thereof) shall not be affected thereby and shall remain in full force and effect.