



A2B Heli (Charters) Ltd
Hangar 5
Redhill Aerodrome
Kings Mill Lane
RH1 5JY
T: +44 0203 988 7660

ops@a2bhelicharters.co.uk
www.a2bhelicharters.co.uk

Standard Terms and Conditions for the Charter of Aircraft

These terms and conditions shall apply to all contracts for the charter of aircraft from A2B Heli (Charters) Limited, (hereafter 'A2BHC'). No variation of these terms and conditions shall be effective unless agreed in writing by A2BHC.

Where a person, firm or company enters into the agreement as Agent of the Charterer, such entity shall be jointly and severally liable with the Charterer for payment of the charter price.

Contents

1. Definitions
2. Plurals
3. Headings
4. Charter Confirmation
5. Charter Price and Payment
6. Interest on Delayed Payment
7. Carriers Protection Against Increased Cost
8. Additional Charges
9. Cancellation by The Charterer or Their Agent
10. Cancellation by The Carrier
11. Taxes and Charges
12. Aircraft and Crew
13. Substitution of Aircraft
14. Captain's Discretion
15. Aircraft Performance Parameters
16. Non-Performance or Delays
17. Departure from Flight Schedule
18. Additional Non-Related Flights
19. Diversions
20. *Passenger Welfare and Carriage of Disabled Persons or Persons with Reduced Mobility*
21. Pregnant Passengers
22. Passenger Identification and Security Procedures
23. Loading and Packing
24. Liability of Carrier
25. Wrongful Acts of Charterer
26. Tickets
27. Laws and Traffic Regulations
28. Assignment
29. Notices
30. Waiver
31. Severance
32. Third Party Rights
33. Applicable Law and Jurisdiction
34. Dangerous Goods Information



A2B Heli (Charters) Ltd
Hangar 5
Redhill Aerodrome
Kings Mill Lane
RH1 5JY
T: +44 0203 988 7660

ops@a2bhelicharters.co.uk
www.a2bhelicharters.co.uk

1. **Definitions**

In these conditions the following expressions and terms shall have the following meaning:

- 'A2BHC' A2B Heli (Charters) Limited and associated companies of and which for this purpose shall include its employees, servants or agents.
- 'The Company' A2B Heli (Charters) Limited, also referred to below as 'A2BHC'.
- 'Business' Shall mean the provision of goods or services by A2BHC or their chosen provider to the Charterer whether at the Charterer's express request, implicit from the circumstances or which in the opinion of A2BHC is necessary either by operation of law or on grounds of air safety (save that A2BHC will wherever possible try and obtain prior authority of the Charterer to the same).
- 'The Carrier' A2B Heli (Charters) Limited or, where applicable, their chosen Carrier operating the flight.
- 'The Charterer' Any person, company, form or body corporate chartering, or offering to charter, any aircraft from the Carrier.
- 'The Agent' Any person, company, form or body corporate acting on behalf of the Charterer.
- 'The Agreement' Any agreement between the Carrier and the Charterer, or their Agent.
- 'Aircraft' Any aircraft (rotary, fixed wing or other flying machine), which is the subject of a charter agreement between the Carrier and the Charterer or their Agent.
- 'Charter' The flight(s) described in the flight schedule
- 'Conditions' The terms and conditions of business herein contained.

2. **Plurals**

Where appropriate, words denoting a singular number shall include the plural and vice versa.

3. **Headings**

Headings contained in this Agreement are for reference purposes only and should not be incorporated into this Agreement and shall not be deemed to be any indication of the meaning of the clauses to which they relate.

4. **Charter Confirmation**

The Charterer should confirm in writing to the Carrier the confirmation of a Charter. Verbal or written confirmations of a charter will be taken as a legally binding agreement and will be subject to the terms and conditions. The verbal or written confirmation of a charter acknowledges that these terms and conditions have been read and accepted.

5. **Charter Price and Payment**

The Charterer shall pay promptly to the Carrier the charter price in advance of the flight being conducted unless the Carrier has agreed in writing to a different credit agreement with the Charterer. 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 9. If a credit



A2B Heli (Charters) Ltd
Hangar 5
Redhill Aerodrome
Kings Mill Lane
RH1 5JY
T: +44 0203 988 7660

ops@a2bhelicharters.co.uk
www.a2bhelicharters.co.uk

account has not been authorised by the Carrier, payment should be made by bank transfer or via credit / debit card. Payment by debit or credit card will incur a 2% handling fee.

(continues...)

Note that the charter price does not include any unforeseen airfield extension or handling surcharges due to operating outside normal airport or handling agent-operating times. The charter price will not include any other additional items such as upgraded catering, ground transportation or transfers.

6. Interest on Delayed Payment

The Carrier shall be entitled to interest on the amount overdue at the rate of 2% per month or part thereof, compounded monthly.

7. Carriers Protection Against Increased Cost

If there is any increase after the date of this agreement in security costs, aviation insurance premiums, fuel, airport passenger duty or similar cost relating to the operation of the aircraft or any part of the Charter, the Carrier shall be entitled to increase the charter price and charge the Charterer or their Agent accordingly.

8. Additional Charges

Charges incurred by the Carrier, whether foreseen or unforeseen, and not covered by monies quoted to or received from the Charterer or their Agent shall be charged to the Charterer or their Agent.

Examples include charges for airport / heliport landing, parking and handling, late opening, fuel and fire fighting provision, ground lighting, ground and air crew overtime, additional pilots, accommodation and ground transport charges. This list is not exhaustive.

Please note that The London Heliport (Battersea) charge additional rates after 15 minutes of an aircraft's arrival.

9. Cancellation by The Charterer or Their Agent

In the event of cancellation of the charter or any part of it by the Charterer or their Agent, A2BHC shall be entitled to receive, as liquidated damages, not a penalty, the following:

- (a) 25% of the charter price if notice of cancellation is received between 7 days and 48 hours before the scheduled date of departure.
- (b) 50% of the charter price if notice of cancellation is received between 48 hours and 24 hours before the scheduled date of departure.
- (c) 100% of the charter price if notice of cancellation is received within 24 hours of the scheduled date of departure, or where no notice of cancellation is received by A2BHC.

Any non-refundable fees paid by the Carrier shall be non-refundable to the Charterer or their Agent. If the flight is sub-chartered outside of A2BHC's fleet then the sub-chartered Carrier's specific cancellation charges will apply, details of which can be supplied on request.

10. Cancellation by The Carrier

In the event of cancellation of the charter or any part of it by the Carrier, the Charterer or their Agent shall be entitled to receive a refund of the recoverable costs. Any non-refundable fees paid by the Carrier shall be non-refundable to the Charterer or their Agent.

11. Taxes and Charges

Unless expressly included, the charter price does not include any taxes (including, without limitation, VAT) levies or charges assessed or imposed by any taxing or airport authority upon the



A2B Heli (Charters) Ltd
Hangar 5
Redhill Aerodrome
Kings Mill Lane
RH1 5JY
T: +44 0203 988 7660

ops@a2bhelicharters.co.uk
www.a2bhelicharters.co.uk

execution or performance of the agreement carriage embarkation or disembarkation or loading or unloading of baggage and/or goods all of which shall be paid by the Charterer on demand.

12. Aircraft and Crew

The Carrier shall provide for the Charterer's sole use, the aircraft manned and equipped for the performance of the charter. Additional non-related flights may however be carried out as per item 18 below.

13. Substitution of Aircraft

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

14. Captain's Discretion

The Captain of the Aircraft shall have absolute discretion:

- (a) To refuse embarkation to 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 the flight may be safely undertaken and where and when the aircraft should be landed.

15. Aircraft Performance Parameters

The Aircraft must operate within the manufacturer's designated flight parameters and to the Company's Operations Manual. Therefore A2BHC require individual passenger weights in advance to ensure the Aircraft operates within these parameters. Should it be determined at any time that the flight would operate outside these parameters, the Company reserves the right to amend, postpone or cancel the flight, or arrange alternative transportation at the Charterer's expense.

16. 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 15 minutes before scheduled departure time the Carrier may at its discretion and without liability whatsoever depart as scheduled or alternatively elect to delay the flight, in which case, demurrage shall run against the Charterer a daily rate equivalent to two hours flying at the current charter rate for the aircraft.

17. 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 beyond its reasonable control and the Charterer shall reimburse the Carrier on demand for any additional expenses incurred as a result.

18. Additional Non-Related Flights

The Carrier reserves the right to carry out other flights not related to the Charterer's flight(s) before, during and/or after the Charterer's flight(s). This will be at no additional cost to the Charterer.

19. Diversions

If for any reason beyond the Carrier's control the aircraft is diverted from any destination shown in the Flight Schedule to another destination the flight shall be deemed to be complete when the aircraft arrives at the other destination.

20. Passenger Welfare and Carriage of Disabled Persons or Persons with Reduced Mobility*

A2BHC ***must*** be notified of any passengers with additional needs / special circumstances at the time of booking; these include reduced mobility, sight & hearing impairments, intellectual disability and pregnancy (see below). A2BHC pilots and staff are not permitted to provide more than a



A2B Heli (Charters) Ltd
Hangar 5
Redhill Aerodrome
Kings Mill Lane
RH1 5JY
T: +44 0203 988 7660

ops@a2bhelicharters.co.uk
www.a2bhelicharters.co.uk

reasonable level of assistance therefore passengers are required to board the aircraft with minimal assistance and should also be able to exit the aircraft swiftly in case of an emergency and a rapid evacuation being required. Passengers are often required to board and disembark the aircraft with engine and rotors running and under such circumstances only one passenger is permitted under the rotor disc at any one time. A2BHC reserve the right to refuse on the grounds of disability, or of reduced mobility, to accept a reservation from or to embark a disabled person or a person with reduced mobility in order to meet applicable safety requirements established by the AOC holder and the CAA.

(continues...)

** Definition of 'disabled person' or 'person with reduced mobility' means any person whose mobility when using transport is reduced due to a physical disability (sensory or locomotor, permanent or temporary), intellectual disability or impairment or any other cause of disability, or age, and whose situation needs appropriate attention and the adaption to his or her particular needs of the service made available to all passengers. (Ref Regulation (EC) No 1107/2006)*

21. Pregnant Passengers

We discourage expectant mothers from travelling after 28 weeks (approx. 7 months) of pregnancy. After 28 weeks, a doctor's letter must be produced prior to flight confirming that the pregnancy is progressing normally and the mother-to-be is fit to fly. This being the case, we welcome single pregnancies up to 34 weeks and multiple pregnancies (e.g. twins) up to 32 weeks.

22. Passenger Identification and Security Procedures

Under the Terrorism Act 2000, we are required to request identification in the form of a passport / photo driving licence. For those who do not hold any of the above, please contact us and we will advise of suitable alternatives, failure to provide adequate ID will result in refusal of embarkation.

23. Loading and Packing

- (a) Subject as otherwise provided in these conditions loading and unloading of the aircraft shall be at the expense of the Carrier.
- (b) The Charterer shall ensure that any goods to be transported are sufficiently and properly packed for carriage and shall supply adequate damage and tie down material, taking into account all reasonable demands of the Carrier and Captain.
- (c) Charges for ground transportation, warehouse handling, warehouses and customs clearance shall be at the expense of the Charterer.

24. Liability of Carrier

- (a) The Carrier does not undertake any carriage as a common carrier.
- (b) Except as expressly provided in these terms and conditions the Carrier shall not be liable to the Charterer in any manner whatsoever (whether arising from negligence of the Carrier, its employees, agents or otherwise) for any loss or damage whatsoever (including without limitation or consequential loss) provided that this shall not exclude or restrict the Carriers' liability for death of personnel.
- (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 due 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, servants or agents.



A2B Heli (Charters) Ltd
Hangar 5
Redhill Aerodrome
Kings Mill Lane
RH1 5JY
T: +44 0203 988 7660

ops@a2bhelicharters.co.uk
www.a2bhelicharters.co.uk

25. Wrongful Acts of Charterer

The Charterer shall indemnify the Carrier against all claims and expenses (including legal fees & costs) in respect of any liability of the Carrier to third persons (including but not limited to passenger, consignors and 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.

26. Tickets

The Carrier shall be responsible for the issue of all necessary passenger tickets, baggage checks and air way bills (where applicable) and the Charterer shall give to 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 ticket, baggage check or air way bill. 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 affect delivery of the said tickets to the passengers promptly on receipt and shall indemnify the Carrier against all liabilities, cost and expenses which result from any failure by the Carrier to effect such delivery.

27. 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, dangerous goods and regulations which are applicable in the countries 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 an intermediate point and/or entry into the place of destination and 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 doing so shall be re-payable by the Charterer to the Carrier upon demand. Airport departure times may be subject to alteration due to airport slot co-ordination.

28. Assignment

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.

29. Notices

Any notice to be given under this Agreement shall be given by hand or by sending it by first class post to the address shown on the Helicopter Charter Agreement or by fax to the fax number of the addressee shown on the Helicopter Charter Agreement. Such notice shall be deemed given if:

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

30. Waiver

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

31. Severance

If any part of the 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.



A2B Heli (Charters) Ltd
Hangar 5
Redhill Aerodrome
Kings Mill Lane
RH1 5JY
T: +44 0203 988 7660

ops@a2bhelicharters.co.uk
www.a2bhelicharters.co.uk

32. Third Party Rights

The parties to the agreement shall be deemed not to have intended to confer by the Agreement any rights whatsoever on any other person. Accordingly, the provisions of Contracts (Rights of Third Parties) Act 1999 (or any other Re-Enhancement thereof) are expressly excluded.

33. Applicable Law and Jurisdiction

The Agreement and these conditions shall be governed by and construed in accordance with English law and the courts of England and Wales and shall have non-exclusive jurisdiction to deal with any disputes arising hereunder.

34. Dangerous Goods Information

All passengers must be aware of items that cannot be carried on board the aircraft. **Please see the information poster below.** For further guidance visit www.caa.co.uk/dangerousgoods and choose the guidance for passengers option. Goods or items that are not permitted on the aircraft will not be loaded, or may be offloaded at any stage, and the Charterer may forfeit the flight with no notice and with no reimbursement. Any fees incurred as a result will be payable by the Charterer, or their Agent where applicable.

BEWARE

You must not place items like these
in checked or cabin baggage



ACID

acids



POISON

poisons



flammable liquids



explosives



matches / lighters



bleach



incapacitating sprays



ignitable gas devices



compressed gas

Some exceptions apply, for further advice contact your airline