

MACH AVIATION SERVICES LIMITED
TERMS AND CONDITIONS

The following Terms and Conditions of Business (hereafter called Terms) are part of the Transport Agreement. Changes to these Terms are only valid when confirmed in writing by Mach Aviation Services Limited

Where other operator's aircraft used as sub-charter, the Terms and Conditions of these operators shall apply, together with the regulations of the country in which they are registered along with the Warsaw Convention, with the exception of Clauses 10 and 11 hereafter which shall apply in all cases.

1. Offer for Charter.

All offers are without engagement, depend on availability at the time of confirmation and are subject to all traffic rights.

2. Terms and Conditions of Transport.

The subject of this contractual agreement is the transport of passengers and/or goods from the point of departure to the destination as specified in the Mach Aviation Services Limited offer for charter (quotation) unless reasons described in Clauses 6 or 7 prevent the aircraft or captain from doing so. The charterer or its passengers do not have any further rights, especially direct or indirect influence on our personnel or the aircraft. To place a reservation, a downpayment of 10% or full payment (where the flight is to be performed within 14 days of confirmation) is required, as stated in the quotation. The reservation will only be confirmed when the monies are in our bank account and signed conditions of carriage have been received. Thereafter cancellation fees will apply as per Clause 9. On Security grounds, passengers are not permitted to have the following articles/materials in or as their luggage: briefcases/attaché cases with built in alarm systems, lithium batteries and/or pyrotechnical material: explosives, ammunition, fireworks and flare signals: gaseous substance (combustible, incombustible, frozen or toxic): inflammable liquids, such as liquid gas for lighters, paints and solvents; highly inflammables material, substances with a high danger of spontaneous ignition or substances that develop combustible gases when in contact with water, oxidising substances; toxic and infectious substances; drugs; radioactive material, etching agents such as mercury; magnetised material and other material on the list of the IATA Dangerous Goods Regulations. Excluded are medical appliances, toiletries, smoking requisites (with exception of fuel lighters) and alcoholic drinks where passengers are transporting these in small quantities and solely for their personal use.

3. Charges.

The prices stated in a quotation are calculated according to the customer's individual requirements. The prices will remain firm, however should Mach Aviation Services Limited experience additional costs accrued whilst transporting the charterer to and/or from the agreed destination, resulting from Out of Hours Surcharges and/or any other unanticipated extra costs, and even if such costs are invoiced to the charterer after a full payment has been made then the charterer will be obliged to pay the additional costs upon receipt.

4. Limited Liability.

The transport of passengers is regulated by the Warsaw Convention. Mach Aviation Services Limited liability for death or injury and the loss/damage of luggage is limited accordingly. Under no circumstances shall Mach Aviation Services Limited be liable for any loss incurred by the Charterer or their passengers of whatsoever nature whether direct or indirect by reason of the cancellation or delay of a flight howsoever caused.

5. Basis of Calculation.

The stated flight times are considered operational hours. Timing starts with the engine start-up and ends with the engine shut down. Actual flight times may vary due to conditions on the day and no increase or reduction in charges will apply where the actual flight time varies from the times stated in the quotation.

6. Captains Discretion.

In order to ensure the safety of the Aircraft, passengers, crew or cargo, the captain of the Aircraft shall have complete discretion concerning the load carried on the Aircraft, including the number of passengers and the amount of their baggage, and their distribution, as to whether or not any flight should be undertaken, as to whether landings should be made and as to all other matters relating to the operation of the Aircraft. Mach Aviation Services Limited and the Charterer shall accept all such decisions of such Captain as final and binding. In the event that a flight is delayed due to the charterer's late arrival or any other uncontrollable factor, and as a result one or both of the pilots have reached maximum flight duty period and cannot complete the journey within the agreed schedule, Mach Aviation Services Limited and the charterer shall except all such decisions of such Captain as final and binding.

7. Availability.

Mach Aviation Services Limited reserves the right to provide the charterer at any time with another similar aircraft should the offered/booked aircraft become unavailable. Mach Aviation Services Limited may charge all extra costs arising to the charterer; however, the charterer may elect to cancel the flight should extra charges arise, and no cancellation fees shall apply in these circumstances. No charge will be made if a flight is cancelled due to adverse weather conditions or other operational reasons whereby Mach Aviation Services Limited in its absolute discretion considers it would be unsafe or impracticable to proceed with the flight. However, should part of the agreed journey be completed, Mach Aviation Services Limited reserve the right to charge for that part of the journey and additional charges as described in Clause 3 that may have been accrued. Should a diversion occur due to reasons described above, Mach Aviation Services Limited will determine and offer the charterer an alternative mode of transport to the original destination. In the event that it is necessary in the Captain's sole discretion for any flight to be diverted in order to remove any passenger whose conduct or mental or physical condition is such as to cause discomfort or nuisance to other passengers or that involve any hazard or risk to the passenger or other passenger or their property, then the Charterer shall indemnify Mach Aviation Services Limited against any loss incurred as a result of such diversion and removal.

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8. Visa/Entry Requirements.

Mach Aviation Services Limited cannot take responsibility with regards to visa or any other entry requirements of its passengers. The charterer shall ensure that passengers and their baggage and any cargo shall be at the specified check-in point at the departure airport not later than the Check-in Time, and that all passengers possess the necessary identity documents, visas and other documents required by the authorities of states of departure, transit and arrival of the flight for the transportation of themselves, their baggage and any cargo. See Clause 9 hereafter.

9. Levies.

Any fines or charges levied on Mach Aviation Services Limited due to the lack of the required entry documents will be fully rechargeable to the charterer.

10. Brokerage.

Where Mach Aviation Services Limited acts as broker between the charterer and operator, Mach Aviation Services Limited is acting as the collection agent of the operator and cannot be held liable in the event of the financial failure of the operator.

11. Terms of Payment.

The charges for transport of passengers and/or goods as stated in our quotation are immediately payable in full, unless otherwise specifically agreed by Mach Aviation Services Limited in writing. In general, flights are performed against advance payment only.

12. Cancellation or Postponement Fees.

Any flight cancellation or postponed by the customer, in writing (post or facsimile) will be charged according to the following table:

Notice	% of Quoted Price
From booking:	15%
Less than 14 days:	50%
Less than 7 days:	100%

Where the charterer cancels one or more legs of a multi leg schedule, the relevant charges will be applied to the cancelled legs at the absolute discretion and estimation of Mach Aviation Services Limited.

13. Force Majeure.

Mach Aviation Services Limited shall not be responsible for any delay or failure of performance under this agreement caused in whole or in part by any law, rule, regulations, act of God or public authority, strike, damage, to or loss of Aircraft, mechanical failure, lack of essential parts or supplies or any other cause beyond its control, whether similar or dissimilar to the causes enumerated, AND IN NO EVENT WILL MACH AVIATION SERVICES LIMITED BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL OR INCIDENTAL LOSS OR DAMAGE.

14. Severability.

If one or more clauses of these Terms shall be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining clauses shall not in any way be affected or impaired thereby.