



## AIRCRAFT CHARTER AND/OR ADDITIONAL SERVICES BOOKING TERMS AND CONDITIONS EXQUISITE AIR CHARTER LIMITED

1. **Additional Services** including without limitation and related products and services such as concierge services, on-board satellite telephone costs, limousines, executive coach transfers, other connections to and from airports, additional catering, ground accommodation and any other additional service(s) whatsoever and howsoever arising supplied by the Additional Services Supplier which is subject to a booking and agreement between EACL and You

1.2 **Additional Services Itinerary** any designated places of departure, arrival and any stopping points as well as any departure and arrival times agreed between EACL and You as part of the provision of the Additional Services, together with any amendments or additions made during the provision of the Additional Services as agreed between EACL and You

1.3 **Additional Services Provider** the person, firm, party or company and any of its staff or assigns providing the Additional Services

1.4 **Aircraft** any aircraft which is the subject of a booking and charter agreement between EACL and You.

1.5 **Conditions** these Conditions of Sale set out in this document and any special terms and conditions agreed in writing by EACL

1.6 **Confirmed Charter** the charter confirmed by EACL in accordance with clause 3.1 of these Conditions

1.7 **Confirmed Contract** any Additional Services confirmed by EACL in accordance with clause 3.3 of these Conditions

1.8 **Deposit** such sum(s) forming part of the Price plus VAT for the scheduled flight(s) and/or such separate Additional Services as may be agreed in writing by the EACL from time to time

1.9 **EACL** Exquisite Air Charter Limited whose registered office is 20 Kingswood Road, Tadworth, Surrey, United Kingdom, KT20 5EG

1.10 **Flight Schedule** the designated places of departure, arrival and any stopping points as well as any departure and arrival times agreed between EACL and You as part of the charter, together with any amendments or additions made during the course of the charter as agreed between EACL and You

1.11 **Marketing Agent** as defined in clause 3.5

1.12 **Operator** the operator of the chartered Aircraft and any of its staff or assigns

1.13 **Price** the price payable for the scheduled flight(s) and/or such separate Additional Services as are agreed in advance between EACL and You, which, for Your convenience, shall be quoted in Pounds Sterling or such other local currency as agreed between the parties.

1.14 **Schedule** as defined and referred to in clauses 2.1 and 3.7 below and forming part of these Conditions

1.15 **Third Party Supplier** as defined in clause 3.4 below

1.16 **You / Your** any person, firm, party or company who purchases or agrees to purchase the services from or through EACL

### 2. CONDITIONS

**APPLICABLE** These Conditions shall apply to the chartering of Aircraft from EACL by You and/or procuring the provision of Additional Services by EACL for You (together with any Third Party Supplier terms and conditions, where EACL acts only as marketing agent, which will apply in addition to these Conditions whether or not attached to the Schedule) to the exclusion of all other terms and conditions including any terms or conditions which You may purport to apply under Your purchase order confirmation of order or similar document

2.2 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by EACL

2.3 Any representations made by EACL's employees or agents concerning the Aircraft and/or the Flight Schedule and/or any Additional Services and/or the Additional Services Provider shall not be incorporated into the Contract unless confirmed by EACL in writing and in entering into the Contract You acknowledge that You do not rely on and waive any claim for breach of such representations which are not so confirmed

1 Any typographical clerical or other error or omission in any sales literature quotation price list order confirmation invoice or other documentation or information issued by EACL shall be subject to correction without any liability on EACL's part

### 2. FORMATION OF CONTRACT FOR CHARTER AND/OR ADDITIONAL SERVICES

3.1 On receipt of the booking confirmation form from You, both EACL and You will be bound by these Conditions, subject always to the confirmation from the Operator that the Aircraft is still available to carry out the Flight Schedule. Once this confirmation has been received from the Operator, the charter will be confirmed with You by EACL (the "Confirmed Charter").

3.2 Performance of the Flight Schedule is conditional on all necessary authorisations, including but not limited to airport permissions and/or permission to takeoff and land and/or departure and landing slots and/or times, being obtainable.

3.3 On receipt of the booking confirmation form from You, both EACL and You will be bound by these Conditions, subject always to the confirmation from the Additional Services Provider that the Additional Services can still be

supplied in accordance with any Additional Services Itinerary. Once this confirmation has been received from the Additional Services Provider, the Additional Services will be confirmed with You by EACL (the "Confirmed Contract").

3.4 Please note that generally Your Confirmed Charter and/or Confirmed Contract will be with EACL under these Conditions. However, EACL appreciates that there may occasionally be circumstances when You do not wish to enter into a Confirmed Charter and/or Confirmed Contract directly with EACL but for reasons unknown to EACL You request that EACL merely introduces You to an aircraft operator and/or an additional service or product provider ("Third Party Supplier" for the purposes of these Conditions) so that You may enter into a contract for aircraft charter and/or the additional services or products directly with the Third Party Supplier and not EACL.

3.5 Where EACL agrees to introduce You to an aircraft operator and/or additional services provider in accordance with clause 3.4 above, EACL acts as a disclosed marketing agent for the sole purpose of soliciting Your custom on behalf of the Third Party Supplier but You acknowledge that EACL does not have any authority to actually enter into any contract with the Third Party Supplier on Your behalf ("Marketing Agent" for the purposes of these Conditions) and for the avoidance of doubt the contract between the Third Party Supplier and You will only be formed when the Third Party Supplier and You formally agree this and EACL is not a party to this contractual relationship. Any queries or concerns relating to the contract where EACL has so introduced You to the Third Party Supplier should be addressed to the Third Party Supplier directly. The name and address, plus contact details, for most Third Party Suppliers may appear in any order confirmation the Third Party Supplier sends You.

3.6 In accordance with clause 3.5 above, EACL does not assume any responsibility and shall not be liable to You for, and makes no representations or warranties (express or implied) about the suitability or quality of, all or any part of the aircraft charter and/or additional services and/or any other products and/or services provided by the Third Party Supplier as a consequence of Your requested that EACL introduce You to the Third Party Supplier.

3.7 The Third Party Supplier's terms and conditions (including without limitation its joint or separate terms and conditions of carriage and/or provision of additional services), [a copy/ies] of which You should obtain from the Third Party Supplier if not annexed to the Schedule to and located at the end of these Conditions, will apply in addition to these Conditions. In the event of any discrepancy between the Third Party Supplier's terms and conditions and these Conditions to the extent only that they apply where EACL acts as Marketing Agent and You contract directly with Third Party Supplier, then these Conditions apply. The Third Party Supplier's terms and conditions may include provisions relating to payment procedures, default, liability, cancellations, changes of bookings and refunds (if available) and any other restrictions. In addition to clause 8.3 below, You are strongly advised to obtain and read carefully the Third Party Supplier's terms and conditions prior to contracting directly with the Third Party Supplier and to refer to Your particular Third Party Supplier for full details as to its applicable terms and conditions.

1 You are responsible for complying with any airline or other Third Party Supplier conditions in relation to check-in times, reconfirmation of flights, or other matters whether relating to any additional service, product or otherwise. You also accept that the crew of the Aircraft are the servants and agents of the operator and shall be authorised to take instructions only from the operator unless otherwise agreed by the operator in writing prior to commencement of the Flight Schedule.

### 2. EACL'S RIGHTS AND OBLIGATIONS

4.1 EACL will provide an Aircraft for You, fully manned, fuelled and equipped to carry out the Flight Schedule set out in the Confirmed Charter. EACL may substitute alternate Operators or aircraft reasonably suitable for the charter without liability.

4.2 EACL will procure the provision of any Additional Services. EACL may substitute alternate Additional Service Providers suitable for the services or products sought without liability.

4.3 No Additional Services will be included as part of the Aircraft charter, except for those specifically agreed in writing and paid for by You as part of the Aircraft charter Price. Any expenses and/or Additional Services not forming part of the Aircraft charter Price as are required by You must be paid for separately. Where EACL acts as Marketing Agent and You contract directly with a Third Party Supplier, EACL will have no liability in relation to such Additional Services.

4.4 EACL reserves the irrevocable right at any time to refuse to allow You or any of its passengers on board should this be deemed necessary for whatever reason, including but not limited to, their behaviour, and to charge You any costs related to Your or any of its passengers' behaviour which causes financial loss, such costs including but not limited to crew and pilot expenses (such as refreshments and accommodation) and other costs resulting from delays to the Flight Schedule caused by any such behaviour.



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1 Should the Confirmed Charter Aircraft(s) or the means of providing any Additional Services become unavailable for any reason (whether before or after the commencement of the first part of either the Flight Schedule and/or Additional Services Itinerary), EACL will use its reasonable efforts to find another suitable Operator and/or Additional Services Provider at the same price. Should this prove to be impossible, EACL will use its reasonable efforts to find an alternative Operator and/or Aircraft and/or Additional Services Provider and/or means of provision of the Additional Services at a close price as possible and You shall be liable to pay the increased Price. If EACL is not able to substitute another Aircraft and/or means of provision of the Additional Services it shall not be under any liability to You and You shall remain liable to pay for that part of the Flight Schedule and/or any Additional Services Itinerary that has already been carried out.

### 2 YOUR OBLIGATIONS

5.1 In relation to the Confirmed Charter and/or any Confirmed Contract, You must provide all information in respect of it and all its passengers to allow the tickets and other flight documentation and any other documentation related to any Additional Services to be produced.

5.2 You shall arrive, and shall ensure all passengers or participants arrive, at the designated place of departure by the designated check-in and/or commencement or departure time as set out in the Confirmed Charter or any Confirmed Contract and EACL and the Operator and/or Additional Services Provider reserves the right for the Aircraft to depart and/or the Additional Services requested to commence or leave without participants as scheduled whether or not all the passengers are on board the Aircraft and/or participants have arrived. EACL will have no further responsibility in relation to those passengers and/or participants who fail to make it on to the flight and/or meet the Additional Services at the arranged time or date and reserves the right to cancel a flight and/or Additional Services without compensation or reduction in Price if the Aircraft has been waiting for more than two (2) hours and/or if the Additional Services Provider has been waiting for more than two (2) hours.

5.3 If You or any of its passengers (in relation to the Confirmed Charter) and/or participants (in relation to any Confirmed Contract) fail to arrive for the check-in time and/or the commencement or departure time, in addition to the Price You shall be liable to pay any costs arising from and incidental to the delay. Such costs may include, but without limitation, additional airport charges, as well as costs in relation to additional crew and pilot expenses (such as accommodation, a meal and refreshments required as a result of any such delay) and/or additional charges for procuring the provision of further Additional Services, as well as costs in relation to further staff or agents expenses.

5.4 In relation to the Confirmed Charter and/or any Confirmed Contract, You shall also be liable for any costs occasioned by and incidental to reasonable delays caused by poor weather conditions, including but not limited to costs caused by de-icing time, time-slot delays, additional hangerage, aircraft parking and other additional airport charges as well as crew and pilot expenses for accommodation, a meal and refreshments required and Additional Services that require re-arranging and/or further Additional Services that require fresh booking as a result of any such delay.

5.5 In the case of a partially cancelled flight, You will be liable for any subsequent transport costs, whether arising as part of the Confirmed Charter or the Confirmed Contract.

5.6 All decisions regarding flight plans (including without limitation decisions to omit or alter a stopping place in cases of necessity), how and when to take off and land the Aircraft, airworthiness, weather or any other matter that could possibly affect the safe operation of the Aircraft and safety of the passengers and crew shall be made by the pilot (or in his absence, the co-pilot) and You shall be liable to pay any increase in the Price occasioned by any deviations from the Flight Schedule, which the pilot or the co-pilot deem necessary. If any flight(s) in the Flight Schedule is/are diverted to another airfield, the flight(s) shall nevertheless be deemed to be complete in accordance with the Flight Schedule; no compensation or reduction in the Price shall be given and You will be liable for any additional costs resulting from any such diversion.

5.7 If EACL and You agree any amendments or additions to the Flight Schedule during the course of the charter and/or to the Additional Services Itinerary during provision of the Additional Services, You shall pay any increase in price resulting from those amendments or additions in accordance with paragraph 6.6 below.

5.8 You shall ensure that no damage is caused to the Aircraft and/or any tangible property fundamental to or associated with supply the Additional Services by them or any of their passengers (in relation to the Confirmed Charter) and/or participants (in relation to any Confirmed Contract) and agrees to accept full responsibility for any costs associated with and incidental to the repair of any such damage, including any costs associated with delays to the Flight Schedule and/or Additional Services Itinerary resulting from any such damage. EACL will invoice You in respect of any such costs and payment of such invoice shall be made in accordance with paragraph 6 below.

5.9 In relation to the Confirmed Charter and/or any Confirmed Contract, it is expressly agreed and understood by You that EACL makes no warranties,

guarantees or undertakings whatsoever in relation to the carriage of any luggage or baggage. In relation to the Confirmed Charter, carriage of such items is at the sole discretion of the specific pilot in command. Furthermore, the quantity and volume of luggage should always be a major consideration in determining whether the chosen aircraft is capable of carrying it with the agreed number of passengers. In relation to the Confirmed Charter and/or any Confirmed Contract and if in any doubt You must discuss this with EACL at the time of booking; and/or it is agreed by You that EACL makes no warranties, guarantees, or undertakings whatsoever in relation to damage, loss or theft of any luggage or baggage items.

5.10 You shall ensure that all luggage is properly and sufficiently packed for carriage (whether by aircraft or as part of any Additional Services) and the Operator shall have the right to refuse to carry on board any luggage which has not been properly secured and any Additional Services Provider shall have the right to refuse to carry or otherwise transport any luggage or other materials that it reasonably deems too large or equivalent and/or is itself illegal and/or unlawful and/or hazardous and/or would cause the Additional Services Provider and/or its employee or agent to potentially act illegally and/or unlawfully. In addition, the carriage of hazardous goods on the Aircraft shall not be permitted and the Operator and its staff or assigns shall have the right to refuse carriage of any goods should they deem such goods to be potentially hazardous.

5.11 You shall ensure that it has, and its passengers (in relation to the Confirmed Charter) and/or participants (in relation to any Confirmed Contract) have possession of all necessary travel or other documentation in order to allow passage in to or to the designated place or places of arrival or destination as set out in the Flight Schedule and/or Additional Services Itinerary, including but not limited to visa and passport documentation and EACL makes no warranty and accepts no responsibility in relation to the requirements for entry into or departure from any of the scheduled countries or states or destinations or places and You shall be liable for any costs occasioned by and incidental to any failure by it or its passengers and/or participants to present the correct documentation.

5.12 In relation to the Confirmed Charter, You shall comply, and ensure all passengers comply, with all directions given by the Operator in relation to applicable customs, legislation, police, public health and other regulations and other rules and codes of industry practice that are applicable to the United Kingdom and other countries or states to which the Flight Schedule relates.

5.13 In relation to the Confirmed Charter, You shall also be responsible for any additional expenses for warehousing, ground transportation and customs clearance in relation to any luggage it or its passengers take on board the flight(s) as notified by EACL to You. In relation to any Confirmed Contract, You shall also be responsible for any additional expenses for storage, licence or other fees or costs, deposit or other payments in relation to its or its participants' Additional Services concerning any luggage and/or incidentals and/or otherwise as notified by EACL to You.

5.14 Should any of Your own or Your passenger's (in relation to the Confirmed Charter) or Your participant's (in relation to any Additional Services) luggage be damaged during carriage on any of the flights in the Flight Schedule and/or Additional Services in the Additional Services Itinerary, You must bring this immediately to the attention of the Operator and/or the Additional Services Provider.

5.15 You agree that You shall not sub-charter any seats on the Aircraft and/or sub-contract any Additional Services.

**6. PRICE AND**

**PAYMENT** Subject to any special terms agreed in writing between EACL and You, EACL shall be entitled to invoice You for:

(a) the Deposit and VAT at the rate prevailing on the date of EACL's invoice on or after receipt of the booking confirmation form from You or on or at anytime after the Confirmed Charter and/or any Confirmed Contract is confirmed to You by EACL

(b) the balance of the Price and VAT (or instalments thereof by way of interim invoices) at the rate prevailing on the date of EACL's invoice before on or at any time after departure of the first flight in the Flight Schedule and/or commencement of the first or any part of the Additional Services Itinerary

6.2 You shall pay EACL's invoices as may be rendered from time to time on receipt of the said invoice in relation to any Deposit and in relation to balance payments or payment where no Deposit is taken on the earlier of:

(a) the date which is seven (7) working days from the date of the invoice rendered by EACL; or

(b) the date which is four (4) working days prior to the departure of the first flight in the Flight Schedule; and/or

(c) the date which is four (4) working days prior to the commencement of the first part of the Additional Services Itinerary

6.3 *Where EACL acts as Marketing Agent and You contract directly with a Third Party Supplier, EACL does not have any authority to accept any payment on behalf of the Third Party Supplier and payment by You of any sums due to the Third Party Supplier shall be governed by the Third Party Supplier's terms and conditions.*

6.4 The payment of the Price shall be made in the quoted currency, which will be Pounds Sterling, US Dollars, Euros or such other currency as is agreed



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between the parties in advance and without deduction or set off unless otherwise agreed in writing between the parties. Notwithstanding clause 6.1 above, unless payment of the Price is made within seven (7) days of the price being quoted, EACL reserves the right to recharge You for any fluctuation in the exchange rates applicable to the currency quoted.

6.5 For the purpose of this section, time shall be of the essence and without prejudice to any other right or remedy available to EACL, non-payment shall entitle EACL to:

(a) cancel or suspend the Flight Schedule and/or the Additional Services Itinerary (whether under this Confirmed Charter and/or any Confirmed Contract or any other contract with You) without liability and without prejudice to EACL's right to claim from You the monies remaining unpaid; and

(b) charge You interest (before and after any judgement/judgment) on the amount unpaid at the rate of 5% per annum above Barclays Bank Plc base rate from time to time until payment in full is made (a part of the month being treated as a full month for the purpose of calculating interest); or

(c) charge You in accordance with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998 as amended from time to time.

6.6 The Aircraft charter Price shall be inclusive of all the expenses of operating the Aircraft, the remuneration and expenses of the crew, running costs, maintenance costs, landing, hangarage, parking fees, airport taxes, insurance and any other expenses incidental to the flight and/or any Additional Services. Price shall be inclusive of all expenses associated with procuring the provision of such flight and/or Additional Services save for those expenses set out at paragraphs 4.3, 4.4, 4.5, 5.3, 5.4, 5.5, 5.6, 5.7, 5.8, 5.11, 5.13 and 6.4 above and clause 7.2 below, such additional sums to be paid by You within seven (7) working days of the receipt of an invoice or other written notification in respect of those expenses from EACL.

6.7 If at any time prior to or when performing any of their obligations under these Conditions EACL deem it necessary to increase the Price to give effect to any increase in the cost to it which is due to factors beyond its control, EACL shall have the right to give written notice of such increases to You increasing the Price following which such increases shall be added to the Price.

6.8 If You make payment by credit card, You shall not later dispute the payment when the invoice for that payment is rendered to You by the credit card company.

1 In accordance with clause 7.4 below, if a Deposit is taken under clause 6.1 above but You subsequently cancel under clause 7.1 below, then any part of the Deposit sum over and above the amounts stipulated by way of cancellation fees at clause 7.3 below shall be repaid to You.

**2 TERMINATION**

7.1 Either party can, on the giving of written notice, cancel the booked flight(s) and/or Additional Services up to fourteen (14) days prior to the departure date and/or specified date on which Additional Services are to commence. This will be subject to a cancellation charge of ten percent (10%) of the total price.

7.2 Should You cancel in accordance with clause 7.1 above, EACL shall notify You of any expenses already included in relation to the chartered flight and/or Additional Services and You shall make payment for those expenses in accordance with clause 6.6 above.

7.3 Cancellation by You later than fourteen (14) days prior to the flight departure date and/or specified date on which Additional Services are to commence shall be subject to the following cancellation charges:

Cancellation Period	Cancellation Charge (% of Price)
No notice/no show	100% of the Price
Less than 24 hours	85% of the Price
24 to 72 hours	75% of the Price
72 hours to 7 days	50% of the Price

7.4 Insofar as You have already made payment of any part of the Price by way of Deposit or the full Price in accordance with clause 6.1 above, any sum over and above the amounts stipulated at 7.3 above shall be repaid to You.

7.5 In accordance with clauses 6.2 and 8.3 below, where EACL acts as Marketing Agent and You contract directly with a Third Party Supplier, Your ability to cancel or modify a booked charter and/or additional products and/or services, and the method for doing so, will depend on the specific Travel Party Supplier's terms and conditions. It therefore may not be possible to cancel or modify the charter and/or some additional products or services, or there may be specific requirements You will have to meet.

7.6 Without prejudice to any other right or remedy available to it EACL shall be entitled to cancel the Confirmed Charter and/or Confirmed Contract or suspend any further performance under such contracts without any liability on the part of EACL to You and if the Flight Schedule and/or Additional Services Itinerary or otherwise has commenced, EACL shall be entitled to stop these part way through without incurring any liability to You or any third party and if the Flight Schedule and/or Additional Services Itinerary

have been partially or fully performed but not paid for the Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary in the event that:

- (a) You make any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or a firm) becomes bankrupt or goes into liquidation (otherwise for the purposes of amalgamation or reconstruction); or
- (b) an encumbrancer takes possession or a receiver is appointed in relation to any of Your property or assets; or
- (c) You ceases or threatens to cease to carry on business; or
- (d) EACL reasonably apprehends that any of the events mentioned above is about to occur in relation to You and notifies You accordingly

**8. EXCLUSIONS AND LIMITATIONS OF LIABILITY**

8.1 Where You enter into a Confirmed Charter and/or Confirmed Contract except in respect of death or personal injury caused by EACL's negligence We shall not be liable to You by reason of any representation or any implied warranty condition or other term or any duty at common law or under the express terms of the Confirmed Charter and/or Confirmed Contract or in any manner whatsoever for any consequential loss or damage (whether for loss of profit or otherwise including without limitation special damage) cost expenses or other claims for consequential compensation whatsoever (and whether caused by EACL's negligence or that of EACL's employees or agents or otherwise) which arise out of or in connection with the supply of any products and/or services provided in these Conditions.

8.2 In accordance with clause 3.7 above and as set out elsewhere in these Conditions, where EACL acts as Marketing Agent and You contract directly with a Third Party Supplier, EACL will have no liability in relation to any Aircraft charter and/or Flight Schedule(s) and/or Additional Services and/or Additional Services Itinerary and any legal claim that You consider that You may have should be addressed to the appropriate Third Party Supplier with whom/which You have contracted for the air charter(s) and/or additional service(s).

8.3 You hereby agree and accept that:

- (a) any Third Party Supplier terms and conditions annexed to the Schedule have been sent to EACL by the Third Party Supplier and that EACL does not and is not in a position to guarantee or offer any warranty or make any representation (implied or express) that they are the Third Party Supplier's latest set of such terms and accordingly, prior to entering into any contract with the Third Party Supplier, You agree and accept that the onus is on You to contact and seek such confirmation from the Third Party Supplier as You deem

appropriate that any terms annexed to the Schedule are in fact the latest set of terms;

- (b) in the event that Third Party Supplier terms and conditions are not annexed to this Schedule, the onus is on You to obtain the latest copy of such terms from the appropriate Third Party Supplier prior to entering into any contract with the Third Party Supplier

and accordingly if You fail to do so, You hereby agree and accept that EACL will have no liability whatsoever to You or otherwise.

8.4 Carriage shall be subject to the rules on limitation relating to liability and to all other provisions established by the Warsaw Convention or by that Convention as amended by the Hague Protocol and/or by any other Treaty or legislation applicable to carriage which is not so governed shall be subject to all applicable laws which extended provisions of the Convention to such carriage or which otherwise limit the Operator's liability.

8.5 You shall indemnify EACL against all claims and expenses (including legal fees and costs) in respect of any liability of EACL to third parties (including but not limited to passengers (in relation to a Confirmed Charter) and/or participants (in relation to any Confirmed Contract) for any loss or damage whatsoever (including costs and expenses on a full indemnity basis) arising out of any wrongful act or omission of You, its servant or agents or any passenger carried by aircraft and/or participant utilising the additional services by authority of You, or for any such reason or circumstance as is mentioned in paragraph 8.4 above, subject to the exception and proviso mentioned in that paragraph.

**9. FORCE MAJEURE** Neither party shall be liable for any delay in performing or failure to perform due to any act, event or circumstance, the cause of which is not of such party's making nor within that party's reasonable control, including but not limited to Act of God, war, hostilities (whether or not war has been declared), terrorist acts, riot, insurrection, civil commotion, public demonstration, sabotage, acts of vandalism, fire, flood, earthquake, extreme weather conditions, epidemic, explosion, the order of any court or governmental or regulatory authority, any strike, lock-out or other industrial trade dispute (not involving solely the parties of that party), structural shifter subsistence or any other event beyond the reasonable control of either party, provided always that lack of funds shall not be interpreted as a cause



## TERMS AND CONDITIONS



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which is not of a party's making nor within a party's reasonable control, 10.8.1 The Confirmed Charter and/or any Confirmed Contract, and any such delay or failure will not constitute a breach of any Confirmed Charter dispute or claim arising out of or in connection with the same or one and/or and/or Confirmed Contract and obligations under these Conditions will be the other's subject matter or formation (including non-contractual disputes permanently suspended, or claims), shall be governed by, and construed in accordance with, the law

of England and Wales

**10. GENERAL** 10.8.2 The parties irrevocably agree that the courts of England and Wales

10.1 The headings in these Conditions are for convenience only and shall not have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with, the Confirmed Charter and/or any Confirmed

10.2 EACL may perform any of its obligations or exercise any of its rights Contract or its subject matter or formation (including non-contractual hereunder by itself or through its employees agents or sub-contractors and disputes or claims) may assign any of its rights or obligations hereunder in whole or in part on 10.9 If any dispute arises in connection with the Confirmed Charter and/or any giving You prior written notice. You shall not assign any of Your rights or Confirmed Contract, the parties may attempt to settle it by mediation in obligations hereunder in whole or in part without the prior written consent in accordance with the CEDR Model Mediation Procedure. Unless otherwise of EACL agreed between the parties the Mediator will be nominated by CEDR

10.3 No waiver by EACL of any breach of the Confirmed Charter and/or any Confirmed Contract by You shall be considered as a waiver of any subsequent breach of the same or other provision **SCHEDULE**

10.4 No failure to exercise nor any delay in exercising any right or remedy hereunder shall operate as a waiver thereof or of any right or remedy- **ANY THIRD PARTY SUPPLIER'S TERMS AND CONDITIONS** hereunder, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy

10.5 If any provision(s) of these Conditions is(are) held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision(s) in question shall not be affected thereby and shall continue in full force and effect

10.6 Any notice given hereunder must be given in writing and delivered or sent by post or facsimile transmission to the residence or principal place of business of the party to whom it is addressed

10.7 Save for in accordance with paragraphs 5.2, 5.7, 5.10, 5.11, 5.14, 6.4 and 8.4 above, no third party shall have any right under the Contracts (Rights of Third Parties) Act 1999