

## JetCard – Terms and Conditions

### 1. Definitions

1.1 In these Terms and Conditions:

**Aircraft:** the aircraft described in the Confirmation of Arrangements (if any) or any alternative aircraft used to perform the Flight. All Aircraft will be fully licensed and flown by a crew of two air transport pilots flying to international commercial standards and all such Aircraft will have at least two engines;

**Agreement:** this agreement between AP and the Cardholder comprising these Terms and conditions and any schedules, together with all documents which are to be made a part of this agreement in accordance with clause 15.1 or are incorporated into this agreement by express reference in this agreement (such documents being part of this agreement to the extent so referenced);

**AP:** Air Partner Limited;

**AP Group:** AP and any subsidiary of that company from time to time as such term is defined in Section 1159 of the Companies Act 2006;

**AP Privacy Policy:** the AP privacy policy from time to time in force and available on AP's website [www.airpartner.com](http://www.airpartner.com) or otherwise notified to the Cardholder

**Authorised Representatives:** the individuals (all of whom must be over the age of 18) who are duly authorised to book Flights on the Cardholder's behalf using the JetCard;

**Base Service Area:** as set out in the Confirmation of Arrangements,

**Block Time:** projected total Flight time plus 6 minutes taxi on take-off and on landing;

**Block Hour:** one hour (60 minutes) of purchased Flight time;

**Cardholder:** the person, firm or body corporate entering into this Agreement as identified in the Confirmation of Arrangements;

**Check-in Time:** 20 minutes prior to STD;

**Confirmation of Arrangements:** the document(s) setting out the details of the JetCard purchased by the Cardholder and to which these Terms and Conditions are appended to, and which are hereby incorporated into this Agreement;

**Consumer:** has the meaning given to it in the Consumer Rights Act 2015;

**Data Protection Law:** applicable data protection law and regulations including, where relevant, the General Data Protection regulation (EU) 2016/679 and the Data Protection Act 2018

**Data Subjects:** as defined in the Data Protection Law

**Effective Date:** the date of this Agreement

**Flight:** the flight or, as the case may be, each of the flights, and any associated services, as set out in (as applicable) the Confirmation of Arrangements and/or an Itinerary;

**Force Majeure Event:** any event beyond AP's reasonable control including acts of God,

explosions, revolutions, acts of terrorism, hijacking, insurrection, riot, civil commotion, war, national or local emergency, act of government, lock-out, strike, industrial dispute or action, crew, handling or air traffic control personnel issues, fire, lightning, flooding, fog, snow, embargoes, quarantine, requisition of an aircraft or cargo, acts or omissions of third parties, lack of serviceability of Aircraft or operation of Aircraft resulting from other unforeseeable events such as supply chain issues or a financial markets crisis, weather conditions, service bulletins, airworthiness directives, or accident to the Aircraft or any part of it, or the act of any authority;

**Insolvency Event:** where a person ceases or threatens to cease to carry on business, is found unable to pay its debts within the meaning of the Insolvency Act 1986 section 123, has an administrator, receiver, administrative receiver or manager appointed over the whole or any part of its assets, enters into any composition with creditors generally, or has an order made or resolution passed for it to be wound up (otherwise than in furtherance of any scheme for solvent amalgamation or solvent reconstruction), being an individual is the subject of a bankruptcy petition or order, or undergoes any similar or equivalent process in any jurisdiction;

**Itinerary:** the document setting out the Cardholder's planned route and journey in respect of the Flight and which is prepared by AP

**JetCard:** is a programme allowing the Cardholder to pre-purchase a block of flying hours at a fixed hourly rate for each available Category of Aircraft.

**Loss:** any damage, injury, loss, partial loss, cost, claim or expense (including cancellation charges, loss of profit, consequential and indirect loss or damage of any kind, and liability to the Nominated Carrier);

**Montreal Convention:** the Convention for the Unification of Certain Rules relating to International Carriage by Air, signed at Montreal on 28 May 1999;

**Nominated Carrier:** the licensed operator that provides and operates the Aircraft and carries the Passengers under a contract of carriage (commonly known as conditions of carriage) with those Passengers;

**Passenger:** the person or persons who will be travelling on the Flight (including the Cardholder) and with whom the Nominated Carrier will have a contract of carriage (commonly known as conditions of carriage) with, such contract being subject to the Montreal Convention and/or Warsaw Convention;

**Personal Data:** As defined in the Data Protection Law

**Purchase Price:** the price of the JetCard as set out in the Confirmation of Arrangements and which is payable by the Cardholder in accordance with clauses 5 and 6;

**Privacy Policy:** AP's privacy statement as published on AP's website [www.airpartner.com](http://www.airpartner.com) from time to time.

**Renewal:** an additional purchase of Block Hours;

**Round Trip:** a series of Flights that return to the original departure city and average two Block Hours per day for Light, Midsize and Super Midsize Cabin Size and three Block Hours per day for Large and Global Cabin Size. Such Flights attract a discount of 15% against the agreed Hourly Rates detailed in the Confirmation of Arrangements;

**Sector:** each leg of a flight that departs from one airport and arrives at another, for example Manchester to Nice is one sector; Manchester to Nice to Rome Ciampino is two sectors; **Service Areas:** the regional areas for Flights, as set out in schedule 1;

**STD:** the scheduled time of departure of the Flight;

**Travel Documents:** all Passenger tickets, baggage checks, air waybills, identity documents, visas and other documents required under the Montreal Convention, by any other applicable laws and by the authorities of states of departure, transit and arrival of the Flight; **Warsaw Convention:** the Convention for the Unification of Certain Rules relating to International Carriage by Air signed at Warsaw on 12 October 1929 or that Convention as amended by the Hague Protocol of 1955 or the Montreal Protocols of 1975 whichever may be applicable and in each case the Guadalajara Convention of 1961.

1.2 If there is any conflict and/or inconsistency between these terms and conditions (including any schedules) and the Confirmation of Arrangements, the Confirmation of Arrangements shall prevail but only to the extent of such conflict and/or inconsistency.

1.3 In this Agreement, unless the context otherwise requires:

1.3.1 references to:

(a) any gender includes the other genders;

(b) an enactment (which term shall include any directly applicable EC legislation) includes that enactment as amended, extended, consolidated, re-enacted or applied by or under any other enactment before or after the date of this Agreement and any subordinate legislation made (before or after the date of this Agreement) under that or any other applicable enactment;

(c) **writing** or **written** includes e-mail;

(d) the singular includes the plural and vice versa; and

(e) a person includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having a separate legal personality);

1.3.2 an obligation on the Cardholder to do, or to refrain from doing, any act or thing shall include an obligation upon the Cardholder to procure that the Passengers, any sub- charterer(s) and the Cardholder's officers, employees, subcontractors or agents also do, or refrain from doing, such act or thing;

1.3.3 headings are for convenience only and do not affect the interpretation of this Agreement; and

1.3.4 the words including, include(s) and in particular and any similar words or expressions are by way of illustration and emphasis only and do not operate to limit the generality or extent of any other words or expressions.

## **2. AP's role and appointment**

2.1 The Cardholder appoints and authorises AP to make the arrangements for the Flight on its behalf.

2.2 Where the Cardholder provides AP with Personal Data under or in connection with this Agreement, whether on behalf of itself or any Passengers, including as part of the information as set out in Schedule 2, (the Cardholder Data) the Cardholder acknowledges that AP shall Process such Cardholder Data (including for operational, logistic, and regulatory purposes and through transfers to third parties both within and outside the UK and the European Union) in accordance with the AP Privacy Policy and any fair Processing notices that AP may issue from time to time. The Cardholder shall ensure that the Cardholder Data provided to AP has been Processed by the Cardholder in accordance with Data Protection Law including in respect of fair and lawful Processing and the provision of fair notice to the relevant Data Subjects of the transfer to, and Processing to be undertaken by, AP pursuant to this Agreement. The Cardholder shall also make the relevant Data Subjects aware of the AP Privacy Policy and any other fair Processing notices that AP may issue.

2.3 In entering this Agreement, AP neither acts nor holds itself out as:

2.3.1 a principal in respect of, or providing, the Flight (or any part thereof)

2.3.2 a licensed commercial air carrier or aircraft operator; or

2.3.3 an agent of the Nominated Carrier or any other third parties involved in the Flight.

2.4 The Cardholder acknowledges and agrees that the Flight will be provided by the Nominated Carrier and other third parties (including handling agents, caterers and ground transportation) and that the Nominated Carrier and such other third parties will have the exclusive responsibility and liability for the provision of (or failure to provide) the Flight including maintenance and operation of the Aircraft and direction of the crew. The Nominated Carrier's responsibilities and obligations to the Cardholder in respect of the Flight will be set out and subject to the conditions of carriage.

2.5 If at any time prior to the STD:

(a) the Aircraft becomes unavailable or unserviceable, AP undertakes to use reasonable endeavours to find a suitable substitute aircraft within a reasonable time after AP becomes aware of the Aircraft becoming unavailable or unserviceable; or

(b) The Nominated Carrier becomes insolvent and ceases flight operations, AP undertakes to use reasonable endeavours to find a suitable substitute carrier within a reasonable time after AP becomes aware of the Nominated Carrier becoming insolvent and ceasing flight operations

In each case, any additional costs (that is those in addition to the costs of the affected Flight) incurred by AP in obtaining such substitute will be borne by AP up to a limit of 150% of that portion of the original costs of the affected Flight. If AP is unable to find a suitable substitute within a reasonable time after the STD, AP shall, except where such inability is for reasons outside AP's reasonable control (including Force Majeure Events), have the obligations to the Cardholder set out in clause 12.7

2.6 The maximum limit of the financial obligation of AP to the Cardholder under or pursuant to clause 2.5 is £200,000 (two hundred thousand British Pounds) in respect of a contracted flight programme of a Cardholder.

2.7 AP shall discharge its obligations under this Agreement with reasonable care and skill.

### **3. General Cardholder obligations and responsibilities**

3.1 The Cardholder shall:

3.1.1 give sufficient written notice of its Flight requirements and ensure that there are sufficient Block Hours on the JetCard or cleared funds are on the JetCard before the Flight is booked;

3.1.2 provide AP with a list of the Authorised Representatives and shall notify AP promptly of any changes to that list;

3.1.3 act as the conduit between the Passengers and all other relevant parties;

3.1.4 ensure and procure that the Authorised Representatives and Passengers comply with the terms and conditions set out in this Agreement;

3.1.5 be fully responsible for and liable to AP and the Nominated Carrier for the acts, omissions and instructions of the Authorised Representatives and Passengers;

3.1.6 comply with its obligations and responsibilities set out in this Agreement;

3.1.7 ensure that all information that it provides to AP and the Nominated Carrier (including the Travel Documents) is provided within the timescales required, and is complete and accurate;

3.1.8 comply with any requirements of the Nominated Carrier including the conditions of carriage, and all conditions of any licences and/or permits which relate to the Aircraft and/or the Flight; and

3.1.9 comply with any and all decisions of the Nominated Carrier and the captain of the Aircraft.

AP is not responsible for any decision of the Nominated Carrier or captain of the Aircraft and any consequences thereof, including any effect on the performance of AP's obligations under this Agreement.

#### **4. Loading and embarkation**

4.1 The Cardholder shall ensure that the Passengers and their baggage and any cargo (including any domestic animals) shall be at the specified check-in point at the departure airport not later than the Check-in Time and that all Passengers possess all Travel Documents, and any domestic animals also have the necessary travel documentation.

4.2 If the Flight is, or is to be, delayed beyond the STD by reason of any failure by the Cardholder, any sub-charterer or any Passengers to comply with clause 4.1 or any other act or omission on the part of the Cardholder, any sub-charterer or any Passenger, then AP may, in its sole discretion (or in the case of a Cardholder who is a Consumer, AP will) endeavour to make arrangements with the Nominated Carrier to re-schedule the affected Flight provided always that the Cardholder shall indemnify AP in full against any Loss (or in the case of a Cardholder who is a Consumer, pay any reasonable losses, expenses and costs) incurred by AP as a result of such delay. However, alternatively and without liability to AP, sub- charterer(s) or Passenger(s) AP and/or the Nominated Carrier may cancel the affected Flight, and cancellation charges shall be payable by the Cardholder in accordance with clause 7

4.3 AP will use its reasonable endeavours to hold the Aircraft for as long as possible if advised of a delay affecting Passengers booked on the Flight. The Aircraft may hold on the ground for up to 60 minutes without charge, but AP cannot give any guarantees, or accept any responsibility or liability, with regard thereto. Accordingly, and beyond this 60-minute holding period, the Aircraft may depart empty, and the Cardholder will be charged for the Flight.

4.4 If 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 involve any hazard or risk to the Passenger or other passengers or to property, then the Cardholder shall indemnify AP in full against any Loss (or in the case of a Cardholder who is a Consumer, pay any reasonable losses, expenses and costs) incurred by AP as a result of such diversion and/or removal.

4.5 The Cardholder acknowledges and agrees that the Nominated Carrier may, free of charge, utilise any part of the Aircraft not utilised by the Cardholder or Passengers in such manner as it thinks fit. (which would not include transporting cargo or other passengers but might include the personal belongings of the Flight crew or stocks of on-board refreshments).

## **5. Purchase Price and other charges**

5.1 The Cardholder will pay AP the Purchase Price (as varied in accordance with this clause 5) in accordance with this Agreement. The Cardholder is free to use available credit on the JetCard for any Category of Aircraft, as set out in the Confirmation of Arrangements, using the Hourly Rates set for each Category of Aircraft.

5.2 In addition to the Purchase Price, the Cardholder shall pay AP any additional reasonable costs which are incurred as a result of the Cardholder's instructions or lack of instructions, the inaccuracy of any information or material provided by or on behalf of the Cardholder (or any sub-charterer or Passenger) to AP (or the Nominated Carrier) or any other cause attributable to the Cardholder, any sub-charterer or Passenger.

5.3 The Purchase Price is inclusive of all applicable taxes, fuel charges and catering and provision of air crew standard for each category of Aircraft. The Purchase Price excludes high value cabin or cabin attendant services (unless where standard for the Cabin Size booked), exceptional customs duties, non-objection fees and permission fees levied by national air carriers, baggage screening charges, security charges, increased airline insurance rates, customs duties, airport and passenger taxes, connections to and from airports, ground accommodation and cabin services including WiFi usage. These additional sums shall exclusively be for the account of the Cardholder

5.4 Any additional sums payable by the Cardholder under or in accordance with this Agreement (including clauses 5.2 and 5.3) shall either be deducted (once converted into hours or part hours) from available Block Hours on the JetCard.

5.5 In the event that the cost to AP of chartering an Aircraft increases, including increases in the cost of jet fuel, exchange rate fluctuations or insurance costs, then the parties agree to

negotiate a mutually acceptable increase in the price of Block Hours in relation to the Flight(s), subject to such an increase within a period of 14 days from the date of notification to the Cardholder of such intent to increase. If the parties are unable to agree on the applicable Block Hours for the Flight(s), AP shall have no liability under or related to this Agreement should it not fulfil its obligations and either party may terminate this Agreement by notice in writing to the other party, with immediate effect.

5.6 The Cardholder is free to use available credit on any other Aircraft type from the AP approved supplier network anywhere in the world. AP will provide a fixed quotation at the time of enquiry, a choice of aircraft, and on confirmation of the booking, shall deduct the amount of such Flight, converted into hours or part hours, from the JetCard, or at the request of the Cardholder, shall raise a separate invoice for that Flight (such invoice shall be payable in accordance with clause 6.1).

5.7 A complimentary bar and light catering appropriate to the time of day are included at no extra cost to the Cardholder. Bespoke catering is normally available but high-value items may incur additional charges which would exclusively be for the account of the Cardholder (such additional charges shall either be deducted (once converted into hours or part hours) from available Block Hours on the JetCard or where there are insufficient available Block Hours on the JetCard, the Cardholder shall pay in accordance with clause 6.1). A cabin attendant service is standard on Large and Global Cabin Size Flights.

5.8 AP may charge an additional hourly premium to the Cardholder, either by way of deduction (once converted into hours or part hours) from available Block Hours on the JetCard or, where there are insufficient available Block Hours on the JetCard, by raising an invoice which shall be payable in accordance with clause 6.1, if:

5.8.1 the total number of Passengers exceeds 6, 7, 8, 10 or 14 for Light, Midsize, Super Midsize, Large or Global Cabin Size Flights respectively;

5.8.2 Flights exceed the range of the respective Aircraft;

5.8.3 the requested Itinerary involves runway or airport restrictions that require specialised aircraft or crew training or airport operating hour extensions;

5.8.4 the requested itinerary involves the category C airports that require specialist aircraft and/or crew listed in Schedule 1; or

5.8.5 a requested departure or arrival time is within one hour of airport opening or closing times.

5.9 AP may recharge to the Cardholder all exceptional costs levied by a Nominated Carrier for war risk insurance or de-icing in extreme weather conditions but shall not do so without notice. These costs will either be deducted (once converted into hours or part hours) from available Block Hours on the JetCard or where there are insufficient available Block Hours on the JetCard, to be paid by the Cardholder in accordance with clause 6.1).

5.10 Access to and the usage of WiFi on board an aircraft is provided as and when available and subject to the permission of the aircraft operator. Air Partner makes no warranty that the WiFi access will meet your requirements or will be available on an uninterrupted, timely, secure, or error-free basis. You expressly acknowledge and agree to sign up to the aircraft operator's terms and conditions for WiFi usage and charges and will be responsible for all costs and charges incurred. You also agree to indemnify Air Partner for any and all charges you incur for the use of WiFi whilst on board. Usage over extended periods can result in very high charges. You may request for WiFi access to be turned off for all or any part of the trip (such invoice shall be payable in accordance with clause 6.1).

## **6. Payment**

6.1 The Cardholder shall pay AP the Purchase Price in accordance with the Confirmation of Arrangements. Payment of any other costs due under or in accordance with this Agreement shall be made within 2 weeks of the date of invoice or at least 2 working days prior to departure of the first Flight if sooner, unless agreed otherwise in writing by an authorised signatory of AP. Time is of the essence as regards payment. All other costs payable under or in connection with this Agreement in currencies other than the currency of the original Purchase Price will be deducted from the JetCard using the exchange rates prevailing at the time of booking.

6.2 If any payment is not received by the date specified in the Confirmation of Arrangements, AP may, without prejudice to any other rights or remedies it may have in respect of such default (i) suspend provision of any services upon notice to the Cardholder (ii) terminate this Agreement and/or the affected Flights and/or (iii) charge interest on the outstanding amount (both before and after any judgment) at the rate of 4% above the base rate from time to time of The Bank of England from the due date until the outstanding amount is paid in full. The Cardholder acknowledges that late payment may result in the Flight being cancelled and cancellation charges being payable by the Cardholder in accordance with clause 7.1.

6.3 All payments to be made by the Cardholder under or in connection with this Agreement shall be in cleared funds and (save in respect of Consumers) without deduction, set-off or withholding.

## **7. Flight changes and cancellation**

7.1 The Cardholder may cancel a Flight at any time, subject to the payment of cancellation charges as set out in the Confirmation of Arrangements. AP may apply any monies paid to it by the Cardholder against such cancellation charges. To the extent further costs, expenses or damages are due from the Cardholder under or in connection with this Agreement, the cardholder agrees to pay such sums in accordance with this Agreement.

7.2 Any modification to the confirmed Flight arrangements that would require AP to provide a substitute Aircraft to accommodate the change(s) would be considered a cancellation of the original booking and a confirmation of a new booking. If AP received and acknowledged written instructions to make such modification during the time period when cancellation charges are in effect, then cancellation charges will be payable by the Cardholder for the cancelled Flight(s) in accordance with the Confirmation of Arrangements.

## **8. Licences and international regulations**

8.1 All Flights are conditional on the grant and continued retention of, and are subject to, the terms and conditions of (i) the relevant air transport licence issued to the Nominated Carrier by the relevant authority and (ii) any further licences or authorities which may be required for the operation of the Flight, whether required under the laws or regulations of the state in which the Aircraft is registered or any other state to, from or over which the Aircraft will be flown in the course of the Flight.

8.2 If licences and authorities required for the operation of the Flight are in AP's reasonable opinion not likely to be obtained in good time or where obtained are not likely to be retained, AP shall have the exclusive discretion to cancel the affected Flight without any further liability to the Cardholder, sub-charterer(s) or Passenger(s) except that AP shall be obliged to refund monies paid by the Cardholder in respect of the affected Flight after deducting (i) a reasonable amount for the costs of administration and (ii) any non-refundable amount paid or payable to the Nominated Carrier.

## **9. Flight changes, delays, alterations and diversions**

9.1 Any changes, delays, alterations and diversions in departures or arrivals shall be subject to the terms of the conditions of carriage.

9.2 If for any reason the Aircraft is diverted from any destination airport, the Flight or the affected Flight as the case may be shall be deemed complete when the Aircraft arrives at the airport to which it has been diverted. Any Flight diversions or the effect of Flight diversions on the Cardholder (or any sub-charterer or Passengers) shall be subject to the terms of the conditions of carriage.

9.3 Where, at the request of the Cardholder, AP arranges for the Passengers to be transferred to their original destination by alternative means of transport, AP shall be deemed to arrange such service as agent only for the Cardholder and under no circumstances whatsoever shall

be liable for any Loss incurred by the Cardholder or any Passengers. The Cardholder shall pay AP any reasonable costs and expenses it incurs as a result of such transfer.

## **10. Termination of this Agreement**

10.1 Either party may terminate this Agreement with immediate effect at any time by written notice to the other party. Upon such termination, the Cardholder shall promptly pay any cancellation charges which become due in accordance with this Agreement together with any other amounts due and owing to AP at the date of termination. AP may apply any monies paid to it by the Cardholder against such cancellation charges or against any other amounts due and owing to AP from the Cardholder.

10.2 Upon receipt of a written termination notice from the Cardholder, or on the issuance of such notice by AP, without prejudice to any right or remedies that AP has, AP will refund to the Cardholder the remaining balance of the Purchase Price on the JetCard less any amounts due to AP at the date of termination. Such refund shall be made by AP in the same currency as the original Purchase Price, by transfer to the bank account advised by the Cardholder and no later than 5 working days after the date on which this Agreement terminates.

## **11. Force majeure**

11.1 AP shall not be liable for any default under or in connection with this Agreement where such default is caused by a Force Majeure Event.

## **12. Limitation of liability**

12.1 This Agreement does not constitute a contract of carriage (or conditions of carriage) and AP is not, and shall not be deemed to be, acting as a common carrier or other carrier in respect of any of its obligations under or in connection with this Agreement, or any carriage provided to the Cardholder by or on behalf of the Nominated Carrier. If AP is deemed for any reason to be acting under or in connection with this Agreement as a carrier, then to the extent to which such carriage constitutes international carriage under the Montreal Convention or, in any jurisdiction in which the Montreal Convention does not apply, under the Warsaw Convention, any liability of AP to the Cardholder, Passengers, any sub-charterer or the Cardholder's officers, employees, subcontractors or agents shall be subject to (and the Cardholder agrees that AP shall have the benefit of) the provisions of the Montreal Convention or as the case may be, the Warsaw Convention.

12.2 AP does not limit or exclude its liability in respect of:

12.2.1 death or personal injury caused by its negligence;

12.2.2 fraud or fraudulent misrepresentation; or

12.2.3 any other liability (including statutory liability) to the extent it is not lawfully permitted to limit or exclude it.

12.3 If the Cardholder is a Consumer, AP is responsible for loss or damage the Cardholder suffers that is a foreseeable result of AP's breach of this Agreement or its negligence, but AP is not responsible for any loss or damage that is not foreseeable or not caused by AP's negligence. Loss or damage is foreseeable if it is an obvious consequence of AP's breach or if it was contemplated by the parties at the time this Agreement was entered into.

12.4 Subject to clauses 12.2, 12.3, 12.5 and 12.7, AP's total liability for all claims arising under or in connection with this Agreement whether arising in contract, tort (including negligence), breach of statutory duty or otherwise, howsoever arising shall be limited to as applicable:

12.4.1 for claims relating to Flights, the lesser of 10% of the cost paid for such Flights (excluding any amounts refunded to the Cardholder), or £20,000 (twenty thousand British Pounds); or

12.4.2 for any other claims not falling within clause 12.4.1, £20,000 (twenty thousand British Pounds).

12.5 AP shall not be liable to the Cardholder, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Agreement for:

12.5.1 loss of business, revenue, profits, contracts, goodwill or anticipated savings;

12.5.2 damage to reputation; or

12.5.3 indirect, special, exemplary, punitive or consequential loss or damage, whether or not such losses were within the contemplation of the parties at the date of this Agreement.

12.6 Except as expressly stated in this Agreement, all warranties and conditions, whether express or implied by statute, common law or otherwise, are hereby excluded to the maximum extent permitted by law.

12.7 To the maximum extent permitted by applicable law, AP does not give any warranty, guarantee or other term as to the quality, financial strength or solvency, fitness for purpose or otherwise of the Nominated Carrier or any third-party providers. Whilst AP maintains records and information on many air carriers all over the world, it cannot guarantee that such

information is up to date or that the Nominated Carrier will perform in the required manner. AP relies on the third-party due diligence sources such as Dunn and Bradstreet as well as the EASA and other aviation safety agencies, which may not be up to date or free of errors. In particular, the financial position of air carriers change daily and such information is not always in the public domain or readily available to AP. AP accepts no liability in this respect and undertakes only that in providing its services that it has acted in good faith and has not been wilfully misleading. AP encourages feedback from Members as to their flight experience with the Nominated Carrier. This information assists AP in providing operational feedback to the Nominated Carrier to assist them with their client care and internal quality assurance.

12.8 The Cardholder shall indemnify the AP Group and its officers, employees, subcontractors and agents against all Losses (or in the case of a Cardholder who is a Consumer, pay any reasonable losses, expenses and costs) arising out of or in connection with:

12.8.1 Any breach of this Agreement by the Cardholder, any sub-charterer, or the Cardholder's officers, the Authorised Representatives, employees, subcontractors or agents.

12.8.2 any act or omission by the Cardholder, the Authorised Representatives, a Passenger, any sub-charterer or the Cardholder's officers, employees, subcontractors or agents;

12.8.3 any domestic animals who travel on a Flight, including any damages caused by domestic animals; or

12.8.4 any claim, action, demand or proceeding by a third party against AP caused or contributed to by the Cardholder, the Authorised Representatives, a Passenger, any sub-charterer, or the Cardholder's officers, employees, subcontractors or agents.

### **13. Compliance**

13.1 The Cardholder agrees to comply, and agrees to procure that its directors, officers, employees, contractors, subcontractors, consultants and other representatives shall comply with all applicable:

13.1.1 anti-bribery and anti-corruption laws and regulations, including the U.K. Bribery Act 2010 and the U.S. Foreign Corrupt Practices Act 1977;

13.1.2 trade compliance laws and regulations, including laws or regulations related to the import, export, re-export, transfer, release or shipment of goods, technology, software or services, including: (a) the EU Dual Use Regulation, Council Regulation (EC) No 428/2009; (b)

the US International Traffic in Arms Regulations; and (c) the US Export Administration Regulations;

13.1.3 economic sanctions and trade embargo laws and regulations; and

13.1.4 money laundering, terrorist financing and transfer of funds laws and regulations.

13.2 The Cardholder agrees:

13.3 not to engage in any activity, practice or conduct which would constitute an offence under those laws and regulations set out in clause;

13.4 to maintain in place throughout the term of this Agreement adequate policies and procedures to ensure compliance with those laws and regulations set out in clause 13.1 and will enforce them where appropriate; and

13.5 promptly report to AP any request or demand which, if complied with, would amount to a breach of clause 13.1.

Breach of this clause 13 shall entitle AP to terminate this Agreement with immediate effect.

#### **14. General**

14.1 No modification, amendment or variation of this Agreement shall be effective or binding on the parties unless made in writing and signed by authorised signatories of the parties.

14.2 The Cardholder shall not assign, transfer, declare a trust over or deal in any other manner with any or all of its rights or obligations under this Agreement without the prior written consent of AP (such consent shall not be unreasonably withheld). AP may at any time assign, transfer, subcontract, declare a trust over or deal in any other manner with any or all of its rights or obligations under this Agreement. In respect of Consumers, AP shall obtain their prior consent to any such assignment (such consent shall not be unreasonably withheld or delayed).

14.3 Nothing in this Agreement shall render AP (nor any of its officers, employees, agents or subcontractors) an employee, worker or partner of the Cardholder and accordingly it shall not hold itself out as such. The Cardholder shall have no authority to make representations, act in the name of, or on behalf of, or to otherwise bind the AP Group.

14.4 Any notice given under this Agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally or sending it by pre-paid first class recorded delivery to the relevant party at the address as set out in the Confirmation of

Arrangements. Notices shall be deemed to have been received if delivered and received personally, at the time of delivery and in the case of pre-paid first class recorded delivery, at the time recorded by the delivery service.

14.5 Except as expressly provided in this Agreement, the rights and remedies provided under this Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

14.6 If any term in this Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant term shall be deemed deleted. Any modification to or deletion of a term shall not affect the validity and enforceability of the rest of this Agreement. If any term in this Agreement is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is valid, legal and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.

14.7 The failure to exercise or delay in exercising a right or remedy provided to a party under this Agreement shall not constitute a waiver of that right or remedy, and no waiver by a party of any breach of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision.

14.8 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 or otherwise to enforce or enjoy the benefit of any term of this Agreement.

14.9 This Agreement sets out the entire agreement between the parties in relation to its subject matter and overrides any prior correspondence, arrangements, understandings, agreements or representations relating to its subject matter. Each party acknowledges that, in entering into this Agreement, it does not rely on, and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that its only liability in respect of those representations and warranties that are set out in this Agreement (whether made innocently or negligently) shall be for breach of contract. This clause 14.9 shall not (i) limit or exclude any liability for fraud; or (ii) apply where the Cardholder is a Consumer.

14.10 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning this Agreement, the business, affairs, customers, clients or suppliers of the other except where permitted in this Agreement. AP may disclose confidential information relating to the Cardholder, any sub-charterer and the Passengers to the Nominated Carrier and any other third parties who need to know such information for the

purposes of, or in connection with, the Flight. Furthermore, each party may disclose the other's confidential information (i) to its employees and advisers who need to know such information for the purposes of carrying out the party's obligations under this Agreement provided each party ensures that such employees and advisers to whom it discloses the other's confidential information comply with this clause 14.10; and (ii) as may be required by law, court order or any governmental or regulatory authority. Neither party shall use the other's confidential information for any purpose other than to perform its obligations under this Agreement.

14.11 This Agreement may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

14.12 This Agreement and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law. The parties irrevocably agree that the English courts shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims). However, Cardholders who are Consumers may choose the law and jurisdiction of Scotland or Northern Ireland if that is where the Consumer resides.

## **Schedule 1 - Service Areas\* Service**

### **Areas**

European Service Area: Austria, Belgium, Croatia, Czech Republic, Denmark, Finland, France, Germany, Gibraltar, Greece, Hungary, Ireland, Italy, Liechtenstein, Luxembourg, Netherlands, Norway, Poland, Portugal, Slovakia, Slovenia, Spain, Sweden, Switzerland, Tel Aviv and the United Kingdom.

\*Certain countries within the above Service Areas may be subject to alteration or change at short notice due to governmental sanctions and/or international legislation and/or regulation. AP shall have no liability to the Cardholder, or any party should these changes occur.

### **Restricted Category C airports**

A Category C airfield requires additional considerations (to a Category B) aerodrome and is considered to pose certain problems for the approach and/or landing and/or take-off.

Airfield categorisation is authorised by the Chief pilot, or in his absence the fleet manager.

The list of Category C airfields in Europe is as follows:

Chambery, Sion, Samedan, Innsbruck, Salzburg, Funchal, Ajaccio, Calvi, Samos, Skiathos, London City, Gibraltar, Lugano, Bolzano

Others that are viewed as Category C are:

Akureyri, Cascais, Mikonos, Tromso, Tivat

### **Excluded commercial airports**

Gatwick, Heathrow, Charles de Gaulle

## **Schedule 2**

Card Holder Responsibilities

### **1. Data protection**

The Cardholder shall ensure that the Data Protection Law is complied with as regards the collection, disclosure, and other Processing of any Personal Data of Passengers by the Cardholder under or in connection with this Agreement and/or the conditions of carriage. This includes ensuring the correct spelling of names, title, age, passport and visa information as well as any health or dietary information. The Cardholder shall notify the Passengers of the AP Privacy Policy and any other fair Processing notices that AP may issue from time to time.

### **2. Passenger information**

The Cardholder must provide the minimum Passenger information required by the destination country and it remains the responsibility of the Cardholder to ensure that such information is correct and fully complies with the minimum Passenger information requirements of the destination country.

### **3. Travel Documents and entry requirements (including for domestic animals (including assistance dogs))**

3.1 The Cardholder shall complete or arrange for the completion of the Travel Documents in such form as the Nominated Carrier or AP may require as soon as practicable before the scheduled departure date of the Flight, or if applicable, the first Flight. It shall be the responsibility of the Cardholder to ensure that properly completed Travel Documents are delivered to all Passengers in accordance with applicable law and that all Passengers comply with the provisions of such Travel Documents.

3.2 The Cardholder will check the relevant entry requirements for the country or countries the Passenger is visiting and ensure that each Passenger holds a valid passport, visas, re-entry permits and other required documentation which meet the requirements of relevant immigration and other government authorities.

3.3 AP, the Nominated Carrier and the relevant travel service companies do not accept any responsibility if a Passenger is unable to travel because of failure to comply with any passport, visa or immigration requirements. AP can, on request from the Cardholder, put the Cardholder in touch with an organisation to assist with visa or immigration requirements.

3.4 In relation to domestic animals, the Cardholder shall ensure that all domestic animals:

- (a) have the necessary travel documentation (as required under clause 4.1);
- (b) hold the relevant pet passport for entry into the UK, are micro-chipped and have all vaccinations up-to-date; and
- (c) are treated for tapeworm before they enter the UK. The treatment must be administered by a vet not less than 24 hours and not more than 120 hours (1-5 days) before the scheduled time of arrival of the Flight in the UK. Failure to comply with the regulations set out by DEFRA (Department for Environment, Food and Rural Affairs) may result in the pet being denied travel or licensed into quarantine. The Cardholder will be liable for any additional costs incurred as a result. Further information can be found on the DEFRA website: <http://www.defra.gov.uk/wildlife-pets/pets/travel/pets/pet-owners/> (as may be updated from time to time).

#### **4. Compliance with laws and regulations**

The Cardholder shall comply and shall ensure that all Passengers, their baggage, and any cargo shall comply with all relevant and applicable laws, customs and regulations.

#### **5. Insurance and medical conditions – Passengers**

5.1 The Cardholder will ensure that travel insurance is in place in respect of each Passenger. Each Passenger should travel with adequate insurance cover. Such insurance will ensure that they are covered against unforeseen cancellation charges, medical costs incurred whilst away from home, personal liability claims, loss of money etc.

5.2

The Cardholder will:

- (a) ensure that each Passenger is in normal health and capable of undertaking the Flight;
- (b) make AP aware of any pre-existing medical conditions of all Passengers as soon as possible (and in any event in sufficient time before departure of the Flight); and

(c) ensure that each Passenger is aware of any health requirements for their travel destinations including having any necessary vaccinations as and when required, and that the Passengers carry all necessary vaccination documentation with them when they fly.