



SaxonAir Charter Ltd
Business Aviation Centre
Norwich International Airport
Norwich, NR6 6EG
Tel: 0845 1556 222
Fax: 0845 1556 221
Email: ops@saxonair.com

Ground Handling and Flight Support Terms and conditions

The following terms and conditions apply to the Contract and each future request for the supply of Handling Services received by SaxonAir from the Customer from time to time unless otherwise agreed in writing. The communication of a request by the Customer to SaxonAir for the supply of Handling Services shall amount to the Customer's acceptance of these terms. These terms shall take precedence over any terms and conditions of the Customer, whether attached to, enclosed with or referred to in any purchase order of the Customer or elsewhere. They may not be varied except by written agreement between SaxonAir and the Customer.

1. Definitions

In these terms and conditions the following words shall have the meanings given in this clause:

'**Aircraft**' any aircraft in respect of which SaxonAir is required to provide Handling Services pursuant to this Contract;

'**Customer**' the person, firm or company described as such overleaf;

'**Contract**' the contract consisting of the front and back of this form and concluded by either the Customer signing overleaf and returning it to SaxonAir or SaxonAir starting to provide the Handling Services;

'**Disbursements**' any costs or expenses properly incurred by SaxonAir on behalf of the Customer in connection with the provision of the Handling Services under the Contract;

'**Handling Charges**' the fee to be charged by SaxonAir for Handling Services and specified in the list of Handling Charges published by SaxonAir from time to time and available on request;

'**SaxonAir**' SaxonAir Flight Support Limited whose registered address is at Saxon House, 1 Cromwell Square, Ipswich, Suffolk IP1 1TS a company registered in England number 06465677;

'**Handling Services**' the aircraft handling services to be supplied by SaxonAir under this Contract, described in brief overleaf and in more detail in SaxonAir's current brochure;

2 SaxonAir's obligations

2.1 SaxonAir will use its reasonable care and skill in the supply to the Customer of Handling Services and any other requirements identified overleaf.

3. The Customer's obligations, warranty and indemnity

3.1 The Customer shall supply SaxonAir with sufficient information and instructions to enable SaxonAir to perform the Handling Services properly.

3.2 The Customer shall reimburse SaxonAir in respect of all Disbursements incurred in connection with the provision of Handling Services.

3.3 The Customer warrants to SaxonAir that it maintains on risk aircraft third party, passenger, baggage, cargo and general third party legal liability insurance to a combined single limit of £[5mil].

3.4 The Customer shall indemnify SaxonAir against any loss, claim, demand or damage (including legal and other costs) made by a third party in connection with the provision of Handling Services and arising from SaxonAir's negligence or wilful misconduct.

4 Handling Charges and Disbursements

The Customer shall pay the Handling Charges and Disbursements within 14 days of the date of SaxonAir's invoice. Without prejudice to any other right or remedy that it may have, if the Customer fails to pay SaxonAir within 14 days, SaxonAir may charge the Customer interest at 4% per year above the base rate of LloydsTSB Bank plc from time to time accruing daily and compounded annually on every invoice overdue for payment calculated from the date of the invoice until the date of payment whether before or after judgment, and may suspend all of its obligations hereunder until payment has been made in full. SaxonAir reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998.

5 Liability

Nothing in these terms and conditions shall exclude or restrict SaxonAir's liability for death or personal injury resulting from its negligence, liability for fraudulent misrepresentation or any other liability which cannot be excluded or limited under applicable law. Subject to this:

5.1 SaxonAir's total liability to the Customer in respect of any physical damage to the Customer's Aircraft arising under contract law or in tort or otherwise howsoever arising in relation to this Contract is limited to US\$1,500,000

5.2 SaxonAir's total liability to the Customer in respect of any claim arising under contract law or in tort or otherwise howsoever arising in relation to this Contract is limited to SaxonAir's charges for the Handling Services;

5.3 SaxonAir shall not be liable in any way in respect of any failure, delay or defect in the supply of the Handling Services caused by any act or omission of the Customer or by any third party; and



Operating No: LO/B/553

Registered Office: Saxon House, Cromwell Square, Ipswich, Suffolk IP1 1TS

www.saxonair.com

VAT Number 688694355

AOC No. GB2327

Registered in England 6187045





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5.4 SaxonAir will not be liable to the Customer for economic loss including loss of profits, business, contracts, revenues, goodwill, production and anticipated savings of any description howsoever caused and even if foreseeable by SaxonAir.
All warranties, conditions and other terms implied by statute, common law or otherwise are hereby excluded from the Contract to the fullest extent permitted by law.

6 Severance

If any provision of this Contract is held by any court or other competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of this Contract and the remainder of the provision in question shall not be affected.

7 Termination

Either party may by notice in writing to the other terminate this Contract forthwith and such termination shall be without prejudice to the parties' accrued rights and liabilities:

7.1 if the other shall fail to make any payment due under this Contract within 7 days after the due date, or to remedy any other breach within 30 days after being required to do so in writing; or

7.2 if the other shall commit an act of bankruptcy, has a petition for winding up presented which is not discharged within fourteen days (otherwise than a members' voluntary winding up for the purpose of amalgamation or reconstruction), enters into any arrangement or composition with its creditors or takes or suffers any similar action in consequence of debt.

8 Matters beyond SaxonAir's reasonable control

SaxonAir is not liable for any breach of this Contract caused by matters beyond its reasonable control including acts of God, fire, lightning, explosion, war, disorder, flood, industrial disputes (whether or not involving SaxonAir's employees), weather of exceptional severity, unavoidable hardware or software failures, or acts of local or central government or other authorities.

9 Miscellaneous

9.1 This Contract is the entire agreement between the parties on the subject matter contained herein and supersedes all representations, communications and prior agreements between the parties in that regard.

9.2 Unless expressly provided in this Contract, no term of this Contract is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.

9.3 This Contract shall be governed by and construed in accordance with English law.



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