

AIR CHARTER AGREEMENT GENERAL CONDITIONS

§ 1. Governmental Approval

Performance of the flight(s) agreed upon the present Air Charter Agreement, including any amendments, is made subject to authorisation being granted by the appropriate Public and Government Authorities.

§ 2. Aircraft

1. The carrier will provide an airworthy aircraft, properly manned, equipped and fuelled for performance of the flight(s) under the present Air Charter Agreement.
2. The Carrier may substitute alternate carriers or aircraft suitable for the transportation provided for in this Air Charter Agreement.

§ 3. Price and payment

1. The price has been fixed on basis of the current local taxes and other public fees and fuel price of the date of present Air Charter Agreement. The Carrier reserves the right to adjust the charter price in the event of Governmental Authorities imposing new taxes or fees and/or increasing existing taxes and fees directly connected with the flight transportation and for changes in the fuel price implemented after the date of issue of the Air Charter Agreement.
2. The Carrier reserves the right to adjust the charter price due to any change of rate of exchange from the date of signature until the completion of the Air Charter Agreement. If agreement cannot be achieved as to adjustment of the charter price, the Carrier shall have the option to cancel the Air Charter Agreement without compensation. Payment must be made in conformity with the rules and regulations of all governments concerned and must be accompanied by authorisation necessary for conversion and transfer of such currencies as may be required by the charterer. Any refund by the Carrier under this Air Charter Agreement shall be made in the currency and at the place where the payment was originally made by the charterer.
3. Ground transportation is not included in the charter price.
4. Handling of the aircraft will be executed and paid for by the Carrier.
5. Any damage which may be needed will be provided for by the Carrier. The costs of such damage shall be paid by the Charterer unless otherwise agreed in the present Air Charter Agreement.

§ 4. Cancellation

1. The flight(s) or series of flights provided for in this Air Charter Agreement cannot be cancelled by the Charterer in order to have said flight(s) or series of flights performed by another carrier. In the event of such cancellation, the Carrier shall always be entitled to a cancellation fee of 50% of the charter price.
2. If the Charterer does not fulfil his obligations pursuant to this Air Charter Agreement, including payment of the charter price in accordance with the terms specified in the offer the Carrier is entitled to cancel immediately the flight(s) provided for in this Air Charter Agreement. Even if tickets have been issued and handed over to the passengers who have paid for the tickets to the Charterer, or air way bill(s) have been issued and handed over to the shipper(s) who have paid the freight to the Charterer, the Carrier is entitled to cancel the flight(s) in case of non-fulfilment on the part of the Charterer.
3. The Carrier may delay or cancel any charter flight under this Air Charter Agreement without being liable to pay any cancellation fee or indemnification whatsoever in the event that the charter flight(s) cannot be commenced or completed due to an act or omission on the Charterer, passenger(s) or shipper(s). In the case of such cancellation the Charterer shall be liable to pay the agreed cancellation fee.
4. This Air Charter Agreement may be terminated and cancelled forthwith by the Carrier by notice to the Charterer without any compensation;
 - a. if the Charterer commits any breach of this Air Charter Agreement.
 - b. if the Charterer suspends payment or goes bankrupt (or goes into liquidation) or commits an act of bankruptcy or enters into an agreement with his creditors.
 - c. If the Charterer cancels more than two flights in a series of flights, the Carrier is entitled to cancel the remaining flights in this series without being liable to pay any cancellation fee or compensation whatsoever, provided that the Carrier makes use of this right of cancellation within eight days after receipt of the Charterer's notice of cancellation of any third or more flights.
5. The Charterer shall indemnify the Carrier for all claims whatsoever put forward by passengers, shippers or other persons in connection with cancellation on the part of either the Charterer or the Carrier.
6. Any notice of cancellation is to be submitted to the other part in writing.

§ 5. Force Majeure

The Carrier may cancel or delay charter flight(s) under this Air Charter Agreement without being liable to pay any cancellation fee or compensation whatsoever in the event that the charter flight(s) cannot be performed or completed due to any cause beyond the control of the Carrier, including - but not limited to - strikes, lock-out, civil commotion, war or warlike operations or imminence thereof, riots, civil war, blockade, embargo, act or omissions of governmental authorities including all civil aviation authorities, acts of God, fire, flood, fog, frost, ice, storms, epidemics, quarantine, hijacking, requisition of aircraft by Public Authorities, breakdown or accident to aircraft, or if the safety of passengers and/or property is deemed by the aircraft commander or the Carrier's operational supervisors to be in jeopardy. In case of such cancellations the Carrier shall be under no obligation or liability to the Charterer beyond refund of the agreed charter price for such cancelled flight(s), or in case of cancellation of part of a charter flight such part of the charter price relating to the cancelled part of the flight.

§ 6. Utilisation of the aircraft.

1. The Charterer is not entitled to assign his rights or sublet under this Air Charter Agreement, partly or in full, without the express permission in writing of the Carrier.
2. The Carrier is entitled to utilise any unused part of the chartered space and/or payload without any refund to the charterer.
3. All empty leg flights stipulated in the present Air Charter Agreement as well as all empty leg flights in connection with performance of the flight(s) agreed upon in this Air Charter Agreement are at the exclusive disposal of the Carrier.

§ 7. Conditions of Carriage

1. The present Air Charter Agreement shall be subject to the provisions of the Warsaw Convention dated October 12, 1929, as amended by the Hague Protocol dated September 28, 1955, as implemented in chapter 9 of the Swedish Aviation Act dated June 6, 1957, concerning air transportation of passenger, baggage and cargo.
2. The Carrier is not liable for loss or damage resulting from the inherent defect, quality or vice of the cargo carried.
3. Unless otherwise expressly agreed in this Air Charter Agreement the Carrier, its employees and agents who take part in the execution of this Air Charter Agreement shall never be subject to any other and/or higher liability than provided for in the Warsaw Convention dated October 12, 1929, or that convention as amended by the Hague Protocol of 1955 and that provided for in the Guadalajara Convention dated September 18, 1961. The carrier is limited to the following amounts: a) persons; Sdr 100.000.- per person and b) baggage; Sdr 17.- per kilogramme up to a maximum of Sdr 332.- per person. Charterer is responsible for information to all passengers about these limitations. Charterer shall indemnify the Carrier, its employees and agents with regard to all economical consequences of the Carrier, its employees and agents being charged with any other and/or higher liability than mentioned above. Charterer shall indemnify the Carrier, its employees and agents against all claims, expenses and costs, including legal costs, in respect of any liability to third parties for any damage whatsoever arising out of any act or omission on the part of the Charterer, passengers and shippers, resulting in liability of the Carrier, its employees or agents.
4. Charterer shall indemnify the Carrier, its employees and agents against all claims, expenses and costs, including legal costs, in respect of any liability to third parties for any damage whatsoever arising out of any act or omission on the part of the Charterer, passengers and shippers, resulting in liability of the Carrier, its employees or agents.

§ 8. Acceptance of load

1. The charterer shall ensure that each passenger is in normal health, capable of undertaking the flight contemplated and that passengers are in possession of all documents etc. enabling them to comply with all formalities, regulations etc. whatsoever and wheresoever both in respect of themselves and their baggage, and the Charterer is responsible for all dues and charges in this connection.
2. The Charterer ensures that the passengers' baggage does not contain anything of a hazardous nature or of a nature prohibited by any country or state involved and that the passengers are not accompanied by animals of any kind.
3. If the Carrier is fined or has to meet expenses etc. due to non compliance on the part of the Charterer, passengers or shippers with all formalities or regulations etc. under which the air transportation is performed, the Charterer shall indemnify the Carrier for all such fines, expenses etc. and additional costs.

§ 9. Demurrage

1. The Charterer shall present passengers and/or cargo at the airport of departure in all respects ready to commence embarkation formalities not later than one hour before the scheduled time of departure if not otherwise agreed.
2. In case the Charterer has not disposed of the full capacity of the aircraft, or if passengers fail to join at the departure, or if they are refused transportation due to arrival too late at the airport or due to non compliance, wholly or in part, with the relevant formalities and regulations, including visa-regulations or due to other reasons, the Carrier shall not refund any part of the agreed charter price.
3. If the scheduled departure is delayed by the Charterer, passengers or shippers, the Carrier is entitled to demurrage per running hour, or pro rata for part of an hour, at a rate of USD 500. Further the Carrier shall have the option of cancelling the charter without refund of any part of the charter price, and without prejudice to his right to demurrage accrued after the aircraft has been on demurrage for six hours.

§ 10. Competency of staff

The Carrier's employees are to follow instructions from Carrier only.

§ 11. Diversions

1. The Carrier may at the reasonable discretion of the aircraft commander or the Carrier's operational supervisors divert, postpone or delay any charter flight. The Carrier assumes no obligations to operate over any particular route or routes, and the Carrier is hereby authorised within reasonable limits to select the routes to be flown over or deviate therefrom notwithstanding that the same may be specified in this Air Charter Agreement.
2. If the Carrier is unable to perform or complete any flight, journey or service contemplated hereby, the Carrier shall be under no obligation or liability to the Charterer beyond such refund of the charter price as provided in §5. The Carrier shall, however, use his best endeavours to find alternative or equivalent transportation for the remainder of the journey, the Carrier being allowed a reasonable time to complete the journey with the original aircraft. Reasonable lay-over expenses, i.e. expenses for hotel accommodation and/or meals and/or ground transportation for passengers or cargo, warehouse dues, rent etc. arising en route as a result of the cancellation or delay of a charter flight, which is not due to an act or omission on the part of the Charterer, passengers or shippers, shall be absorbed by the Carrier.
3. The Carrier takes no responsibility whatsoever for any costs arising after the arrival, scheduled or delayed, at the destination.

§ 12. Insurance

The Carrier shall at its sole costs and expense maintain or, cause to have maintained in full force and effect Aircraft Passenger, Baggage and Cargo Damage. Liability Insurance covering the aggregate liability assumed by the Carrier according to §7 above.

§ 13. Disputes

Any disputes arising under this Air Charter Agreement shall be referred to the regional court in Stockholm, Sweden, and shall be decided according to Swedish law.