

TERMS AND CONDITIONS – CHARTER QUOTES

1. This Quotation

- 1.1 is subject to value-added tax (VAT), which may be applicable based on the flight's itinerary.
 - 1.1.1 VAT is included for flights conducted within the borders of South Africa,
 - 1.1.2 VAT exemption applies to regional and international flights.
- 1.2 is valid for 7 days.
- 1.3 is subject to aircraft serviceability and availability.
- 1.4 is subject to crew availability
- 1.5 is subject to fluctuations in industry, foreign currency, aircraft owner's rate, fuel price, and any factors outside the control of Absolute Flight Services (Pty) Ltd ("AFS") until date of departure.
- 1.6 is subject to all permits obtained.
- 1.7 includes the following: aircraft costs, crew & maintenance, fuel costs, air navigation, en-route & approach charges, pax & cargo insurances and taxes.
- 1.8 excluded costs shall be invoiced and reimbursed to AFS by the Customer.
- 1.9 is subject to aircraft owner's approval of trip, duration and routing.

2. Additional Charges

Should any additional costs arise from any of the following events, changes or delays, the costs thereof shall be payable by the Customer in addition to the quoted price:

- 2.1 Any en-route changes or delays as a result of compliance with the requirements of international law, national legislation, provincial or subordinate legislation;
- 2.2 The Customer and/or their passengers changing requirements;
- 2.3 Costs of arranging an alternative aircraft but excluding costs of repairing the aircraft in the event of breakdown or unserviceability of the aircraft beyond AFS' reasonable control;
- 2.4 Insurance surcharges due to the Customer's destination, location or route;
- 2.5 Safety of the aircraft's crew, and/or safety of the Customer or their passengers;
- 2.6 Any other reasonably unforeseen event not mentioned in the list above.

3. Deposit

- 3.1 Upon acceptance of the charter quotation a deposit equal to 50% of the amount reflected in the charter quotation shall be payable to AFS in order to secure the aircraft.
- 3.2 No aircraft shall be reserved unless such deposit has been paid and cleared.
- 3.3 Should the deposit be paid, however the signed charter quotation is not received by AFS, the deposit shall constitute acceptance of the charter quotation and it shall be deemed that the terms and conditions contained therein are accepted.

4. Full payment

- 4.1 The balance of the payment amount stated in the charter quotation must be paid by direct electronic funds transfer (EFT) no later than 48 hours prior to departure.
- 4.2 Flights scheduled on short notice, flight to depart within 48 hours of it being scheduled, must be paid in full on acceptance of the quotation and before the flight will be confirmed.
- 4.3 If payment is made by credit card, an additional 3% administrative charge will be added to the payment amount.

5. Cancellation

- 5.1 Should the flight be cancelled, subsequent to the acceptance of this quote, a cancellation fee will be payable by the Customer as follows:
- i. 100% of the quoted payment amount if cancelled on the day of departure.
 - ii. 40% of the quoted payment amount if cancelled less than 3 (three) days prior to departure.
 - iii. 25% of the quoted payment amount if cancelled between 3 (three) and 21 (twenty-one) days prior to departure.
 - iv. 20% of the quoted payment amount if cancelled between 21 (twenty-one) and 45 (forty-five) days prior to departure.
 - v. No cancellation fee if cancelled more than 45 (forty-five) days prior to departure.
- 5.2 Any delays caused by the Customer, or their passengers shall be deemed a flight cancellation unless agreed to in writing by AFS. AFS may refuse a delay due to operational constraints.

6. Smoking is not permitted on board AFS flights.

7. The consumption of your own alcohol, food or beverages is strictly forbidden unless by prior arrangement.

8. Damages

The Customer and their passengers will ensure that in utilising the aircraft they shall not in any way whatsoever permit the doing of any act, matter or thing in the Aircraft that may cause physical damage to the Aircraft exterior or interior, including inter alia its seating, carpets and window blinds etc. and/or fixtures and fittings, excluding fair wear and tear. The Customer shall be obliged to pay to AFS, the cost of repairing all and any defects and/or damage sustained to the aircraft during any possession of the aircraft by the Customer pursuant to these terms and conditions, whether such damage was caused due to the negligent and/or wilful actions and/or omissions of the Customer, or any of the passengers aboard the aircraft on such flight by the Customer. The Customer hereby agrees to defend, indemnify and hold harmless AFS and the Owner of the Aircraft against any damages caused to the Aircraft or to any 3rd party due to the negligence or wilful misconduct of the customer and/or the customer's passengers.

9. Baggage

- 9.1 Passenger baggage is limited to small bags which may easily be loaded into the aircraft and must not exceed 15 Kilograms. Additional baggage may be allowed, at the discretion of AFS and within operational limitations, if discussed with AFS in advance and agreed to in writing.
- 9.2 AFS has the right to refuse baggage that may be deemed to be a hazard to flight safety.
- 9.3 Excess baggage may be refused or sent onwards by courier, the cost to be borne by the Customer.
- 9.4 Dangerous goods must be declared as per dangerous goods regulations, on confirmation of flight. Copies of relevant regulations are available from AFS on request.
- 9.5 Restrictive security measures are present in certain airports that are out of the control of AFS. Airport officials may search baggage and confiscate items for security reasons. AFS will not be held responsible for any items confiscated by any airport officials.

10. Customer and passenger duties

The Customer and their passengers remain responsible for all applicable health, exit, entry, tax, visa, customs and other legal and statutory formalities to be complied with by aircraft passengers. The Customer and their passengers hereby indemnify AFS from any claims or damage which AFS may suffer arising from non-compliance with this clause other than claims caused by AFS' own negligent or willful misconduct.

11. Insurance

- 11.1 AFS' insurance cover is linked to industry norm. However, should this not suffice, additional third party and/or personal liability insurance may be arranged at an extra cost to the Customer.
- 11.2 AFS recommends that the customers and their passengers are covered by travel insurance in the event of unforeseen circumstances.

12. Indemnity, Liability and Claims

- 12.1 The Customer hereby agrees to defend, indemnify and hold harmless AFS, their directors, officers, employees and other agents and representatives from and against any and all liabilities, judgments, claims, settlements, losses, damages, penalties, obligations and expenses, including attorney's fees and expenses and other professional fees and expenses, incurred or suffered by such person arising from, by reason of, or in connection with any loss, damage or injury to person or property arising from, by reason of or in connection with the Charter flight sold herewith. This indemnity shall be unenforceable in respect of claims or damage caused by AFS' own negligent or wilful misconduct.
- 12.2 Time is not of the essence and AFS shall not be liable for any damages the Customer and /or their passengers may suffer arising from delays due to compliance with the requirements of international law or national legislation or subordinate legislation; the Customer or their passenger's changed requirements; serviceability of the aircraft beyond AFS' reasonable control; safety of the aircraft; safety of the aircraft's crew; and/or safety of the Customer or their passengers.
- 12.3 Should the Aircraft become unserviceable during a charter flight, the Customer shall be responsible for all costs and charges including, but not limited to, the leasing of a substitute aircraft; flight costs and accommodation required by the customer and/or the Customer's customers. The customer shall not be held liable for the maintenance, repairs or repatriation of the Aircraft. AFS shall assist the Customer with all arrangements needed for continuation of the charter trip or for the repatriation of the Customer and/or the Customer' passengers.
- 12.4 In the case of domestic carriage, claims by the Customer or their passengers arising from injury or death shall be brought within 2 years of the flight and claims for lost or damaged baggage shall be notified to AFS in writing within 7 days of the end of the flight, failing which the claim shall lapse.

13. First Party Charters

In the event the Customer is chartering the aircraft in their own capacity, signature of this document shall constitute a contract of carriage between the Customer and AFS and the Customer acknowledges on behalf of their passengers (the Customer hereby warrant their authority to give such acknowledgment on their behalf) that no contract of carriage will exist between the Customer's individual passengers and AF, notwithstanding the issue to them by AFS of passenger ticket or not. The Customer hereby undertakes to distribute any passenger tickets furnished to it as charterer by AFS for delivery to passengers and hereby indemnify AFS for any damages or losses AFS may suffer as a result of any failure on the Customer's part to deliver such tickets as aforesaid.

14. Brokers

In the event the Customer is a charter broker on behalf of an undisclosed charterer principal, this agreement will constitute an agreement between AFS and the Customer's principle, with the customer binding itself as surety and co-principal debtor in favour of AFS for any payment obligation and indemnities contained herein on the part of the charterer principal. The Customer acknowledge on behalf of the passengers (the Customer hereby warranting the Customer's authority to give such acknowledgement on their behalf) that no contract of carriage will exist between the individual passengers and AFS, notwithstanding the issue to them by AFS of a passenger ticket or not. The Customer hereby undertakes to distribute any passenger tickets furnished to the Customer by AFS for delivery to passengers and hereby indemnify AFS for any damages or losses AFS may suffer as a result of any failure on the Customer's part to deliver such tickets as aforesaid.

15. General

- 15.1 The quotation and any contractual and non-contractual obligations arising out of or in connection therewith shall be governed by and interpreted in accordance with South African law excluding its conflicts of law provisions.
- 15.2 The court shall have exclusive jurisdiction to adjudicate any dispute which arises out of or in connection with the quotation and any contractual and non-contractual obligations arising out of or in connection with the quotation.
- 15.3 The Customer agree to defend, indemnify and hold harmless AFS, their affiliates, shareholders, directors and employees from and against any and all claims, proceedings, losses, liabilities, suits, judgments, costs (including legal fees and expenses), penalties or fines arising out of or in connection with the breach by the Customer of the above representation and warranty.

Booking:

Should you wish to book this charter flight, please have an authorised person sign below and return a copy to us. Your signature is an acceptance of the attached General Terms & Conditions of Absolute Flight Services (Pty) Ltd.

I, _____ (being duly authorised) hereby accept the above quotation and Terms and Conditions of Charter attached, and my signature serves as confirmation of flight booking.

Signature

Full Names: _____

Company Names: _____

Company Registration: _____

ID Number: _____

Designation: _____

Date: _____