

## GAMA AVIATION (UK) LIMITED - STANDARD TERMS & CONDITIONS FOR THE CHARTER OF AIRCRAFT –August 2019 Edition

The following Standard Terms and Conditions for the Charter of Aircraft apply to all chartering of aircraft from Gama Aviation (UK) Limited, superseding all representations made by or on behalf of Gama Aviation (UK) Limited and to the exclusion of all other terms or conditions, including warranties, the only exceptions being any variations specifically agreed between the parties and either expressly incorporated into the Agreement (as defined below) or agreed subsequently and recorded in writing as agreed by both Gama Aviation (UK) Limited and the charterer.

### 1 DEFINITIONS

In these Conditions the following expressions shall have the following meanings:-

"Carrier"	Gama Aviation (UK) Limited.
"Charterer"	the person, firm or body corporate chartering, or offering to charter, any aircraft from the Carrier, as shown in the Flight Confirmation issued at time of booking.
"Aircraft"	an aircraft which is the subject of the Agreement.
"Agreement"	the agreement between the Carrier and the Charterer for the charter of aircraft from the Carrier, which is evidenced by the Flight Confirmation and which incorporates the Conditions.
"Conditions"	these Standard Terms & Conditions for the Charter of Aircraft.
"Data Protection Laws"	The Data Protection Act 2018.
"Flight Confirmation"	the term sheet summarising the details of the charter agreed, including details of the flight schedule such as the place of departure, place of destination and any stopping point(s), together with any indications of departure and arrival times.
"SDRs"	Special Drawing Rights (ISO 4217 currency code XDR).
"Convention"	the Convention for the Unification of Certain Rules for International Carriage by Air signed at Montreal, 28 <sup>th</sup> May 1999.

### 2 AIRCRAFT AND CREW

Subject to the terms of the Agreement, the Carrier shall provide for the Charterer's use of the Aircraft, manned and equipped for the performance of the flight schedule shown in the Flight Confirmation. Except as shown in the Flight Confirmation, the Carrier shall not be obliged to provide any other services during or in connection with any of the flights shown in the Flight Confirmation.

### 3 CARRIER'S DISCRETION

If the Aircraft shall for any reason (whether before or after the commencement of the first flight shown in the Flight Confirmation) become incapable of undertaking or continuing all or part of the Flight Confirmation the Carrier may at its discretion substitute therefor one or more aircraft of the same or another type and the provisions of the Agreement shall apply mutatis mutandis to the substituted aircraft. If the Carrier does not substitute another aircraft it shall not be under any liability to the Charterer and the Charterer shall remain liable to pay for that part of the flight schedule shown in the Flight Confirmation, if any, that has been performed at the time the Aircraft becomes so incapable.

### 4 CAPTAIN'S DISCRETION

The Captain of the Aircraft shall have absolute discretion:

- (a) to refuse any passenger(s), baggage, cargo or any part thereof;
- (b) to decide what load may be carried on the Aircraft and how it shall be distributed; and
- (c) to decide whether and when a flight may be safely undertaken and where and when the Aircraft should be landed.

### 5 LOADING AND PACKING

- (a) Subject as otherwise provided in these Conditions loading and unloading of the Aircraft shall be at the expense of the Carrier.
- (b) The Charterer shall ensure that any goods to be transported are sufficiently and properly packed for carriage and shall supply adequate dunnage and tie-down material taking into account all reasonable demands of the Carrier and the Captain.
- (c) Charges for ground transportation, warehouse handling, warehousing and customs clearance shall be at the expense of the Charterer.

### 6 DANGEROUS GOODS

Passengers must not include in their baggage the following:

- (a) items the carriage of which is prohibited by law;
- (b) items listed in the IATA Dangerous Goods Regulations;
- (c) any other items likely to put the Aircraft or people and property onboard the Aircraft in danger, including but not limited to firearms and ammunition (save as provided under Clause 6(e)), disabling items (including mace and pepper spray), explosives (including fireworks and flares) security type attaché cases, electro shock weapons, strike anywhere matches, blue flame cigarette lighters, cigar lighters, compressed gas cylinders, flammable liquids (including paints, lighter fluid, solvents, petrol and varnish), flammable solids (including fire lighters), radioactive materials, substances that emit flammable gases in contact with water, substances

liable to spontaneous combustion, toxic substances (including weed killer and insecticides) and oxidising materials;

(d) hypodermic syringes, except where supported by applicable papers confirming the medical requirement for the same; and

(e) sporting firearms and a reasonable quantity of associated ammunition, unless prior permission has been sought from the Carrier (such permission being at Carrier's sole discretion). The carriage of such items is subject to such additional terms as may be advised by the Carrier.

### 7 USE OF PORTABLE ELECTRONIC DEVICES ON BOARD

You may use your own electronic devices on board (exclusions apply). The following guidelines will assist you in using your own devices when on board.

#### BEFORE DEPARTURE

All electronic devices must be set to 'flight safe' mode with Wi-Fi (WLAN) and Bluetooth switched off.

Disconnect any devices from any in-seat power supply.

Switch off larger electronic devices, such as laptops, and stow them away safely either in a bag under the seat in front of you or in an overhead locker.

#### DURING TAXI, TAKE-OFF AND LANDING

The use of handheld electronic devices, such as mobile phones, music players, e-readers and tablets, can be used, but these must all be in a 'flight safe' mode.

Make sure your device is safely secured, either by holding it in your hand, or placing it in a stowage area on your seat. Larger electronic devices, such as laptops, etc, must be stowed away safely either in a bag under the seat in front of you, in a stowage area on your seat, or in an overhead locker. Please ensure that any items you are carrying do not obstruct access to the aisle.

#### DURING THE FLIGHT

Most seats have an in-seat charging facility or USB port to connect and power your device to. You can use your own headphones, or those supplied to connect to your personal device. Bluetooth accessories (for example, wireless keyboards, headphones, etc) can be used as well, but must be switched off for taxi, take-off and landing.

On rare occasions during certain types of operations, all electronic devices may be required to be switched off – the crew will inform you when this is required.

Please disconnect any devices when not in use as we cannot accept liability for any damage or loss as a consequence of charging or the use of electrical devices on board.

### 8. UNUSED CAPACITY / EMPTY LEGS

(a) The Carrier shall be entitled at its own discretion and without notice or compensation to the Charterer to use any part of the carrying capacity of the Aircraft unused by the Charterer, including by means of the carriage of additional passengers, and to use any part of the flight schedule unused by the Charterer.

(b) For the purposes of this sub-clause 8(b) and the following sub-clauses of this clause 8, the term "Empty Leg" means an empty sector and/or temporary base and/or linked flight from a previously booked charter, which is referred to as the "Principal Charter". In the event that the charter shown in the Flight Confirmation is the charter of an Empty Leg, the provisions of sub-clauses 8(b) to 8(e) inclusive shall also apply.

(c) The continued availability of the Empty Leg for charter by any person other than the Charterer under the Principal Charter is subject to there being no cancellation of and no changes to the Principal Charter.

(d) The quoted price(s) for Empty Leg charters do not include for catering services other than bar / cabin snacks or for any other services. Any catering and/or other services required by the Charterer must be booked and will be payable separately from the price of the Empty Leg charter.

(e) If, after booking an Empty Leg, any changes to the flight schedule comprised in the Principal Charter shall result in the Empty Leg becoming unavailable, the Charterer of the Empty Leg shall be offered alternative arrangements, with revised pricing as applicable. The Charterer of an Empty Leg which becomes unavailable shall have no obligation to accept the alternative arrangements and if such alternative arrangements are not accepted within the notified validity period for acceptance, a full refund of fees and charges already paid, if any, will be offered by the Carrier. If however the alternative arrangements offered are accepted, as evidenced by the issue of a revised Flight Confirmation, the Conditions (including the cancellation charges set out in clause 20) shall apply to the flight(s) shown in the revised Flight Confirmation.

## 9 CHARTER PRICE

The Charterer shall promptly pay to the Carrier the charter price and applicable ancillary charges and subject as otherwise herein provided the Charterer shall not be responsible for any other expenses of or in connection with the Aircraft or the flight schedule. Time for payment shall be of the essence and unless some other credit period has been agreed by the Carrier in writing, payment shall in any event be made no later than 72 hours after receipt of the Carrier's invoice(s). Non-payment shall entitle the Carrier to suspend or cancel the whole or any part of the flight schedule shown in the Flight Confirmation, without liability and without prejudice to the Carrier's right to claim from the Charterer the monies remaining unpaid.

## 10 INTEREST ON DELAYED PAYMENT

If the Charterer shall delay in making any payment to the Carrier when due, interest on the amount overdue will be payable at 2% per month or part of a month, compounded monthly.

## 11 CARRIER'S PROTECTION AGAINST INCREASED COST

In the event of there being any increase beyond the control of the Carrier in the cost of the Carrier's performing any of its obligations under the Agreement between the date of the Agreement and the completion of the flight schedule shown in the Flight Confirmation, the Carrier may give written notice thereof to the Charterer and the amount payable by the Charterer shall be increased by the amount directly attributable to such increase. Such additional costs shall include but not be limited to de-icing costs, weather-related hangarage costs and increased aviation fuel and/or aviation insurance premiums.

## 12 TAXES AND CHARGES

Unless expressly included, the charter price does not include any taxes levies or charges assessed or imposed by any taxing or airport authority directly upon the execution or performance of this Agreement or the carriage, embarkation or disembarkation of passengers or the loading or unloading of baggage and/or goods, all of which shall be paid by the Charterer on demand in addition to the charter price.

## 13 NON-PERFORMANCE OR DELAYS

(a) If the performance of the flight is prevented or delayed by the Charterer or anyone acting on its behalf or for whom the Charterer is responsible pursuant to this Agreement, including (but not limited to) any passenger arriving later than 20 minutes before scheduled departure time, the Carrier may at its discretion and without liability depart as scheduled or alternatively elect to delay the departure and that demurrage shall run against the Charterer at a rate equivalent to TWO hours flying at the current charter rate for the Aircraft, for each hour of delay.

(b) In the event of non-performance or delay caused by actions of third parties including sub-contractors of any tier of the Carrier, labour difficulties, force majeure (including but not limited to inclement weather) or technical breakdown or accident to the Aircraft or any part thereof or any machinery to be used in relation to the Aircraft, the Carrier shall use reasonable endeavours to perform or continue the flight schedule shown in the Flight Confirmation but otherwise shall have no liability to the Charterer.

(c) The Charterer shall be liable to pay such portion of the charter price as shall be proportionate to that part of the complete flight schedule as shown in the Flight Confirmation as shall have been performed, together with all passengers' expenses and any additional charges and expenses payable by the Charterer pursuant to these Conditions.

## 14 ADDITIONAL FLIGHTS

If at the request of the Charterer the Aircraft is used otherwise than as shown in the Flight Confirmation, the Charterer shall pay to the Carrier in respect of such use a sum calculated at the basic hourly rate applying to the flight schedule shown, which sum shall be notified by a duly authorised officer or employee of the Carrier and shall thereupon become due and payable together with all fees and charges imposed by law in respect of each flight including without prejudice to the generality of the foregoing landing fees, hangarage fees, parking fees, air navigation fees, ground service and handling fees, customs fees, airport surcharges, accommodation, meals and refreshment charges and all pilot and crew expenses thereby incurred.

## 15 DEPARTURE FROM FLIGHT SCHEDULE

The Carrier shall use all reasonable endeavours to complete the flight schedule as shown in the Flight Confirmation but shall be entitled without liability to depart from that flight schedule if necessary in its opinion and any additional expenses (including the fees and charges referred to in clause 12 hereof) shall be borne by the Charterer.

## 16 DIVERSIONS

If for any reason the Aircraft is diverted from any airfield or destination shown in the Flight Confirmation to another airfield, the journey to the said airfield of destination shall be deemed to be complete when the Aircraft arrives at the other airfield.

## 17 TERMINATION BY EITHER PARTY

Subject always to the provisions of clauses 18, 19 and 20 of these Conditions, either party may terminate the Agreement by giving written notice to the other:

- (a) at any time before the time specified for the commencement of the first flight specified in the Flight Confirmation; or
- (b) at any time if the other party commits an act of bankruptcy or becomes insolvent or enters into any arrangement or composition with its creditors or being any individual dies or being a partnership is dissolved or being a corporation passes a resolution for or has a petition presented for winding up or is struck off the register of companies in its country of incorporation; or
- (c) in the case of the Charterer only, by giving to the Carrier written notice of termination of the Agreement within 7 days of receipt by it of notice of increase from the Carrier as referred to in clause 11 hereof.

## 18 TERMINATION BY THE CARRIER

If the Agreement is terminated by the Carrier:

- (a) pursuant to clause 17(a) hereof, the Charterer shall not be liable to pay the charter price and the Carrier shall be under no further liability to the Charterer by reason of such termination; or
- (b) pursuant to clause 17(b) hereof, the Charterer shall remain liable to pay to the Carrier the appropriate cancellation charges referred to in clause 20, together with such portion of the charter price shown in the Flight Confirmation as shall be proportionate to that part of the flight schedule which has been performed and additional charges and expenses payable by the Charterer pursuant to this Agreement and the Carrier shall be under no further or other liability to the Charterer by reason of such termination.

## 19 TERMINATION BY THE CHARTERER

If the Agreement is terminated by the Charterer:-

- (a) pursuant to clause 17(a) hereof, the Charterer shall be liable to pay to the Carrier the applicable cancellation charge referred to in clause 20, if any;
- (b) pursuant to either of clauses 17(a) or 17(b) hereof, the Charterer shall remain liable to pay to the Carrier such portion of the charter price as shall be proportionate to that part of the Flight Schedule which shall have been performed, together with any additional charges and expenses payable by the Charterer pursuant to these Conditions; and
- (c) pursuant to clause 17(c) hereof, the Charterer shall remain liable to pay to the Carrier such portion of the charter price, charges and expenses to the same extent as specified in clause 19(b).

## 20 CANCELLATION CHARGES

If notice of cancellation by the Charterer is received by the Carrier:

- (a) between the date of the Agreement and midnight on the eighth (8th) day prior to the scheduled departure date for the first flight stated in the Flight Confirmation, the cancellation charge is ten per cent (10%) of the total charter price shown in the Flight Confirmation, plus any additional sums payable by the Charterer pursuant to these Conditions; or
- (b) later than the eighth (8th) day but more than seventy-two (72) hours prior to the scheduled departure date for the first flight stated in the Flight Confirmation, the cancellation charge is thirty-five per cent (35%) of the total charter price shown in the Flight Confirmation, plus any additional sums payable by the Charterer pursuant to these Conditions; or
- (c) less than seventy-two (72) but more than twenty-four (24) hours before the scheduled departure time for the first flight stated in the Flight Confirmation, the cancellation charge is seventy-five per cent (75%) of the total charter price shown in the Flight Confirmation, plus any additional sums payable by the Charterer pursuant to these Conditions; or
- (d) less than twenty-four (24) hours before scheduled departure time for the first flight shown in the Flight Confirmation, the cancellation charge is one hundred per cent (100%) of the total charter price shown in the Flight Confirmation, plus any additional sums payable by the Charterer pursuant to these Conditions.

## 21 CARRIER'S LIABILITY – GENERAL PROVISIONS

(a) The Carrier's liability for the carriage of passengers and baggage is governed by the Convention. Clauses 22 to 24 inclusive of these Conditions set out the limits of the Carrier's liability and summarise the liability rules applied by the Carrier under the Convention. Where there is inconsistency between these Conditions and the Convention or other applicable law, the Convention or other applicable law will override these Conditions.

(b) The Carrier does not undertake carriage as a common carrier.

(c) Except as expressly provided in these Conditions the Carrier shall not be liable to the Charterer in any manner whatsoever (whether arising from the negligence of the Carrier, its employees or agents or otherwise) for any loss or damage whatsoever (including without limitation consequential loss suffered or incurred by the Charterer, any passenger and/or any third party) provided that this shall not exclude or restrict the Carrier's liability for death or personal injury resulting from the negligence of the Carrier or its employees.

(d) Subject as expressly provided otherwise in these Conditions, the Charterer shall indemnify the Carrier and keep the Carrier indemnified and held harmless against all liability, claims, losses, costs and expenses (including legal fees and expenses and/or any other professional fees) whatsoever suffered or incurred by the Carrier to, due or claimed by the Charterer or by any third party.

## **22 CARRIER'S LIABILITY FOR DEATH AND BODILY INJURY**

With regard to the liability of the Carrier for damage sustained as a result of death, wounding or bodily injury in an accident taking place on board the aircraft (or in the course of any of the operations of embarking or disembarking) on a flight operated by the Carrier:

- (a) the Carrier's liability will not be subject to any financial limit, be it defined by law, convention or contract;
- (b) for proven damages not exceeding 113,100 SDRs per passenger, the Carrier shall not be able to exclude or limit its liability;
- (c) notwithstanding Clause 21(b), if the Carrier proves that such damage was caused by, or contributed to by, the negligence or other wrongful act or omission of the injured or deceased passenger or of the person claiming compensation, the Carrier may be exonerated wholly or partly from its liability in accordance with applicable law;
- (d) the Carrier shall not be liable for damages to the extent that they exceed 113,100 SDRs for each passenger if such damage was not due to the negligence or other wrongful act or omission of the Carrier or its servants or agents or such damage was solely due to the negligence or other wrongful act or omission of a third party;
- (e) the Carrier shall without delay, and in any event not later than 15 days after the identity of the natural person entitled to compensation has been established, make such advance payments to such person as may be required to meet immediate economic needs on a basis proportional to the hardship suffered (such amount to be not less than the equivalent of 16,000 SDRs per passenger in the event of death). Any such advance payment shall not constitute recognition of liability and may be off-set against any subsequent sums paid by the Carrier, but is only returnable if the damage was caused by, or contributed to by, the negligence of the passenger or of the person who received the payment, or if the person to whom the payment was made was not the person entitled to compensation;
- (f) the Carrier reserves all other defences available to it (whether under the Convention or otherwise) and all rights of recourse against any other person, including (without limitation) rights of contribution and indemnity.

## **23 CARRIER'S LIABILITY FOR DESTRUCTION, LOSS, DAMAGE OR DELAY OF/TO BAGGAGE**

- (a) For checked baggage, the Carrier shall be liable for its destruction, loss or damage caused by an event taking place on the Aircraft or during any period within which the checked baggage was in the charge of the Carrier, save to the extent that the damage resulted from the inherent defect, quality or vice of the baggage;
- (b) The Carrier shall only be liable for the destruction, loss or damage to unchecked baggage if the destruction, loss or damage resulted from its fault or that of its servants or agents;
- (c) The Carrier shall not be liable for damage arising out of baggage delay where it proves that it or its servants or agents took all reasonable measures to avoid the damage or that it was impossible for it or them to take such measures;
- (d) The Carrier's liability in respect of baggage (including damage arising out of baggage delay) is limited to 1,131 SDRs per passenger unless the passenger proves that damage resulted from an act or omission of the Carrier, its servants or agents either with the intention of causing damage or recklessly with knowledge that damage would probably result, and the passenger proves that the Carrier's employees or agents responsible for the act or commission were acting within the scope of their employment.
- (e) Where the passenger completes a special declaration of value at check-in and pays the applicable fee the Carrier's liability shall be limited to the higher declared value;
- (f) The passenger is responsible for damage caused by their baggage to other people and property, including the Carrier's property;
- (g) The Carrier is not liable in any way whatsoever for damage to or loss of items which a passenger includes in his or her baggage even though the carriage of such items is prohibited under Clause 6 or the special conditions attached to such carriage have not been complied with.

## **24 CARRIER'S LIABILITY FOR DELAY TO PASSENGERS**

The Carrier's liability for damage caused to a passenger by delay is limited to 4,694 SDRs. The Carrier is not liable for damage to passengers caused by delay where it proves that it or its servants or agents took all reasonable measures to avoid the damage or that it was impossible for it or them to take such measures.

## **25 WRONGFUL ACTS OF CHARTERER**

**The Charterer shall indemnify the Carrier against all claims and expenses (including legal and/or other professional fees and expenses) in respect of**

**any liability of the Carrier to third persons (including but not limited to passengers, consignors and/or consignees) for any loss or damage whatsoever (including costs and expenses on a full indemnity basis) arising out of any wrongful act or omission of the Charterer, its employees, workers or agents, or any passenger carried by authority of the Carrier.**

## **26 TICKETS**

The Carrier shall be responsible for the issue of all necessary passenger tickets baggage checks and air way bills and the Charterer shall give to the Carrier in good time all information and assistance required to complete such documents. The Carrier shall at all times keep the Charterer indemnified against all liabilities claims costs and expenses whatsoever which result from any failure to issue a passenger ticket baggage check or air way bill; provided however that where passenger tickets and/or baggage checks are delivered to the Charterer or its agent by the Carrier for distribution to passengers, the foregoing indemnity shall not apply and the Charterer warrants and undertakes to the Carrier that it will effect delivery of the said tickets to the passengers at a reasonable time prior to the commencement of the flight schedule.

## **27 PERSONAL DATA**

Passengers shall provide the Carrier with their personal data for booking and carrying out the charter, obtaining specific services associated with the charter, if any, (such as catering), facilitating immigration formalities and entering the territory of a State, as well as guaranteeing the security of flights.

Passengers' personal data will be processed by the Carrier, acting as data controller as defined by the EU General Data Protection Regulation (the "GDPR") in accordance with Data Protection Laws and only where there is a legal basis to do so. In almost all cases, the legal basis will be:

- the performance of the charter Agreement,
- the compliance by the Carrier with a legal obligation
- the protection of the vital interests of the passengers or another person, and
- where specifically mentioned or requested, the passengers' consent to the Carrier using their personal data for a specific purpose.

The Carrier is obliged to disclose passengers' personal data to Governments, regulatory authorities and/or law enforcement agencies (such as customs, immigration, tax, etc.) of any country in passengers' itinerary or to which the Aircraft the subject of the charter may fly over. The Carrier is required by laws in the European Union, USA and other countries to give border control agencies and customs authorities access to booking and travel information when passengers fly to and from countries (including stop-overs) and where passengers may overfly countries to their destination.

Passengers' personal data may also be disclosed to the Carrier's partners or suppliers but only to the extent required to fulfil the purposes of the Charter flight(s) and the Agreement.

Due to the nature of the Carrier's business and depending on the departure point and/or destination of the flight(s) comprised in the charter, as requested by the passengers, some of the recipients of the personal data, which is received and processed by the Carrier on behalf of the Charterer, (and its subcontractors and suppliers as sub-processors), pursuant to the Agreement may be based outside of the European Economic Area. These countries may not offer an adequate level of protection as determined by the European Commission yet may have access to all or some of the personal data (such as surname, first name, passport number, copy of ID/passport, travel details etc.) received and processed by the Carrier (and its subcontractors and suppliers as sub-processors), solely for the purpose of the flight(s) comprised in the charter Agreement.

**The Charterer represents and it is a condition of the Agreement and any charter of aircraft from the Carrier that the Charterer has specifically informed passengers of the potential for the transfers referred to in the preceding paragraph and the associated risks for their privacy, and has in addition obtained the express consent of each passenger to such transfers being made by the Carrier, to the extent reasonably required to enable the Carrier to perform the Agreement.**

The Charterer hereby further expressly acknowledges and agrees that in the event that the Agreement shall include the provision of certain ancillary services, (such as but not limited to special meals or medical assistance), this may require the Carrier to process and disclose special categories of personal data covered by article 9 of the GDPR. Such personal data is used solely for the purpose of the provision of the specific ancillary services requested by the passengers. The Charterer hereby represents, and it is a condition of the Agreement and any aircraft charter pursuant to the Agreement that:

- (i) the passengers expressly consent to such processing of personal data to the extent necessary for the Carrier to perform the Agreement

- and/or to provide the ancillary services as requested by the Charterer and/or the passengers;
- (ii) such consent is valid and documented as required under the Data Protection Laws;
  - (iii) the Charterer is able to and shall communicate a copy of such consent to the Carrier at any time at its request.

**The Charterer hereby represents and warrants to the Carrier that the Charterer will timely inform passengers that pursuant to the Data Protection Laws, the passengers have the right to request that the Carrier provide access to, rectification, erasure, restriction or objection of processing or portability of their personal data. These rights can be exercised by sending an email to [dpo@gamaaviation.com](mailto:dpo@gamaaviation.com).**

The Charterer acknowledges and agrees that the processing of certain personal data relating to the Charterer and/or the passengers is mandatory for booking, establishing, performing and invoicing the charter pursuant to the Agreement, as well as to conduct flight operations and as required by local/regional local statutory/regulatory rules and competent administrations or authorities. The Charterer and/or the passengers may exercise the right to withhold such information, but are hereby informed that where the exercise of such right will or (in the opinion of the Carrier) may render it impossible for the Carrier to continue processing personal data as required for the performance of the Agreement or any part of it, this may result in cancellation of the charter Agreement or a portion of the itinerary and/or a lack of access to certain specific ancillary services requested (special meals, etc.). Pursuant to the applicable laws and regulations, a failure to provide certain personal data as required to be received by the Carrier for the performance of the Agreement (or the inaccuracy and/or incompleteness of certain personal data) may result in a decision to deny boarding or entry into a foreign territory, and in any such circumstances the Carrier accepts and shall have no liability to the Charterer or to any third party including passengers for or arising out of non- or late performance.

**The passengers are informed of their right to lodge a complaint related to the processing of their personal data by the Carrier with the supervisory authority of their country of residence within the European Union.**

The Carrier will keep passengers' personal data for as long as it is needed for the purposes they are being processed for, and for as long as there is a legal need (including, for certain data, the 10-year standard legal hold retention obligation applicable to the Carrier), or business or customer need for it to be retained.

The Charterer shall also ensure that any personal data provided to the Carrier by the Charterer or on behalf of the passengers has been collected lawfully, fairly and in a transparent manner so as to enable such personal data to be processed by the Carrier and the other parties referenced in this clause 27 for the purposes of the charter Agreement.

**The Charterer shall indemnify the Carrier and its directors, officers, employees, agents and sub-contractors (collectively, the "Indemnified Parties") and hold each of them harmless from and against all and any costs, expenses (including legal and other professional expenses), damages, loss (including loss of business or loss of profits), liabilities, demands, claims, actions or proceedings whatsoever, which they or any of them may incur arising out of:**

- (a) the Carrier's compliance with any instruction given by the Charterer to the Carrier in relation to the processing of personal data (including the personal data of passengers); or**
- (b) any breach by the Charterer of the obligations on the part of the Charterer this clause 27.**

**Please also refer to Schedule 1 for details of Data Processing**

## **28 LAWS AND TRAFFIC REGULATIONS**

The Charterer will comply with and take all reasonable steps to cause all passengers and owners of freight carried to observe and comply with all traffic regulations of the Carrier and all customs police public health and

other laws and regulations which are applicable in the countries in which flights are originated landings are made or over which flights are made. The Charterer warrants that all passengers will hold all necessary passports visas health and other certificates necessary to secure transit through any immediate points and entry into the country of destination of the flight and in the event that the appropriate immigration authorities refuse entry to any passenger in circumstances where the Carrier is required to transport such passengers to the point of origin of the flight or to any other point then the cost of so doing shall be repayable by the Charterer to the Carrier upon demand.

## **29 ASSIGNMENT AND VICARIOUS PERFORMANCE**

The Charterer shall not be entitled to assign the benefit or the obligations of the Agreement to any other person without the express prior consent in writing of the Carrier. However, the Carrier may assign the benefit of the Agreement and may sub-contract the performance of its obligations under the Agreement to a third party, as it considers most efficient.

## **30 NOTICES**

Any notice required to be given under these Conditions or the Agreement shall be given by delivering it by hand at or by sending it by recorded delivery to the address or by fax to the fax number of the addressee shown in the Agreement. Notice shall be deemed given if

- (a) delivered by hand on presentation or refusal of presentation,
- (b) delivered by recorded delivery at the time recorded by the delivery service and
- (c) delivered by fax, on sending provided the addressee does not notify the sender within 24 hours that it has been incorrectly or illegibly sent.

## **31 CHANGES IN THE AGREEMENT**

(a) The Carrier reserves the right to amend these Conditions, effective immediately, on written notice to the Charterer, including (without limitation) where required for conformance with applicable law. Any other alterations and/or additions to the Agreement will not be binding on or enforceable against the parties unless made in writing and signed by the Carrier.

(b) The Charterer cannot rely on any verbal undertaking from or given in the name of the Carrier, which is different from or additional to these Conditions or the terms of the Agreement.

## **32 THIRD PARTY RIGHTS**

The parties to these Conditions and the Agreement shall be deemed not to have intended to confer any rights whatsoever on any other person. Accordingly, the provisions of the Contracts (Rights of Third Parties) Act 1999 are expressly excluded.

## **33 WAIVER**

The rights of a party to the Agreement shall not be prejudiced or restricted by any indulgence or forbearance granted by it and no waiver of any particular breach shall operate as a waiver of any further or other breach of the Agreement.

## **34 SEVERANCE**

If any part of these Conditions or the Agreement is considered by any court or other competent authority to be unenforceable, it shall be considered severable so as not in any way to effect the remainder of the terms.

## **35 HEADINGS**

The headings in these Conditions are for convenience only and shall not affect interpretation.

## **36 APPLICABLE LAW AND JURISDICTION**

The Agreement including these Conditions shall be governed by and interpreted in accordance with English Law. The courts of England and Wales shall have exclusive jurisdiction to deal with any disputes arising hereunder.

## **GAMA AVIATION (UK) LIMITED - STANDARD TERMS & CONDITIONS FOR THE CHARTER OF AIRCRAFT – JULY 2019 Edition**

The following Standard Terms and Conditions for the Charter of Aircraft apply to all chartering of aircraft from Gama Aviation (UK) Limited, superseding all representations made by or on behalf of Gama Aviation (UK) Limited and to the exclusion of all other terms or conditions, including warranties, the only exceptions being any variations specifically agreed between the parties and either expressly incorporated into the Agreement (as defined below) or agreed subsequently and recorded in writing as agreed by both Gama Aviation (UK) Limited and the charterer.

### **SCHEDULE 1 Data Processing Details**

The Data Protection Act 2018 is the UK's implementation of the General Data Protection Regulation (the "GDPR"). The processing of Personal Data of the types mentioned below by the Carrier, Gama Aviation (UK) Limited and/or its affiliated or associated entities and/or their respective contractors, subcontractors and suppliers as sub-processors, under these Standard Terms and Conditions for the Charter of Aircraft, shall be for the subject-matter, duration, nature and purposes and shall involve the types of Personal Data and categories of Data Subjects set out below.

#### **Subject-Matter of the Processing**

By virtue of these Standard Terms and Conditions for the Charter of Aircraft, Gama Aviation (UK) Limited as the Carrier is entitled to act as a data processor, in order to process on behalf of the Data Controller (and/or, where the Charterer is a natural person, on behalf of the Charterer, as applicable), the Personal Data which is necessary for the performance of the services comprised in the charter Agreement, whether performance is by Gama Aviation (UK) Limited and/or another Gama Aviation Plc group entity on its behalf.

#### **Duration of the Processing**

The Personal Data will be processed for the time it takes to perform the Services comprised in the charter Agreement and complete the administration of the Agreement. However, the period of processing may be longer and particularly if any matters relating to or arising out of the Agreement remain outstanding following completion of the charter services and termination of the Agreement.

#### **Nature and Purpose of the Processing:**

The Personal Data provided will be processed to provide a quotation for and, where an Agreement is concluded, to undertake the charter services comprised in the Agreement and ancillary services.

#### **Types of Personal Data Which May be Processed**

In addition to the processing of non-personal data such as Aircraft Registration Number and Aircraft Manufacturer's Serial Number, the types of Personal Data most likely to be processed pursuant to the Agreement are expected to include all or any of the following:

- Name
- Email address
- Address
- Phone Number
- Flight Crew details
- Passport details

#### **Categories of Data Subjects:**

- Charterers (if private individuals)
- Aircraft ultimate beneficial owners, lessees and sub-lessees (if private individuals)
- Crew members
- Managers / Operators (if private individuals)
- Passengers

#### **Specific Processing Instructions**

All Personal Data received will be processed in line with Gama Aviation Plc group policies and procedures current from time to time including the group's [Privacy Policy](#). Gama Aviation (UK) Limited maintains a documented information security programme which entails appropriate administrative, technical and physical safeguards to protect personal data against anticipated threats or hazards to its security, confidentiality and integrity.

#### **Personal Data Breach**

Gama Aviation (UK) Limited shall notify the Charterer without undue delay upon becoming aware of a Personal Data Breach affecting Personal Data received from or on behalf of the Charterer. Gama Aviation (UK) Limited will provide sufficient information and co-operation as may be reasonably required in relation to the personal data breach, provided that such notification and co-operation is required under the Data Protection Laws.