

GAMA AVIATION (UK) LIMITED - STANDARD TERMS & CONDITIONS FOR THE CHARTER OF AIRCRAFT – May 2026 Edition

The following Standard Terms and Conditions for the Charter of Aircraft apply to the engagement of either of Gama Aviation (UK) Limited or Gama Aviation San Marino S.r.l or TJS Malta or Tyrolean Jet & Service or Gama Aviation FZC (each a “Gama company”) to arrange the charter of aircraft, superseding all representations made by or on behalf of any Gama company 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 the applicable Gama company and the named Charterer.

DEFINITIONS

In these Conditions the following expressions have the following meanings:

"Aircraft"	an aircraft which is the subject of the Agreement.
"Agreement"	the agreement between Gama and the Charterer for the charter of aircraft from the Carrier, which is evidenced by the Flight Confirmation and which incorporates the Conditions.
"Carrier"	the operator of the Aircraft that is performing the flights under the Agreement as identified under the booking form.
"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.
"Conditions"	these Standard Terms & Conditions for the Charter of Aircraft.
"Data Protection Laws"	The Data Protection Act 2018.
"Flight Confirmation"	the term sheet issued by the Carrier summarising the details of the agreed charter, including the flight schedule, place of departure, place of destination and any stopping point(s), together with indications of anticipated departure and arrival times.
"Gama"	Gama Aviation (UK) Limited or Gama Aviation San Marino S.r.l or TJS Malta or Tyrolean Jet & Service or Gama Aviation FZC as identified under the booking form.
"SDRs"	Special Drawing Rights (ISO 4217 currency code XDR).
"Sanctions"	the restrictions implemented against certain countries, groups and individuals by relevant authorities (including economic restrictions and travel bans) including, but not limited to, the authorities of the United Kingdom, the European Union, the United Nations, the UAE Government and the United States of America.
"Convention"	the Convention for the Unification of Certain Rules for International Carriage by Air signed at Montreal, 28 th May 1999.

1 THIS AGREEMENT

Subject to the terms of this Agreement, the Charterer hereby authorises Gama to make arrangements related to the charter of aircraft from the Carrier pursuant to the Flight Confirmation, including procuring a suitable aircraft, entering into agreements on its behalf and making arrangements for associated services as requested by the Charterer.

2 AIRCRAFT, CREW AND CATERING

- Subject to the terms of the Agreement, Gama shall arrange for the Carrier to 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.
- Each Flight shall include standard catering which includes basic provision of water and dry snacks. Where the Charterer wishes to have additional catering provided, it shall notify Gama at the time of booking and shall be responsible for such additional cost.

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 Gama will use reasonable endeavours to substitute therefor one or more aircraft of the same or another type and, if necessary, to substitute a different Carrier and the provisions of the Agreement shall apply mutatis mutandis to the substituted aircraft and the new Carrier. Where additional costs may apply to procure the substituted aircraft or new Carrier, Gama shall inform the Charterer thereof prior to procuring such aircraft or engaging such new Carrier and the Charterer shall be responsible for those costs in addition to the charter price. If Gama does not substitute another aircraft or Carrier 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:

- to refuse any passenger(s), baggage, cargo or any part thereof;
- to decide what load may be carried on the Aircraft and how it shall be distributed; and

- to decide whether and when a flight may be safely undertaken and where and when the Aircraft should be landed.

Charterer and its passengers agree to accept all decisions of the Captain and to waive any claims against Carrier and its respective directors, agents, servants or employees for any loss, damage, costs, expenses or fees whether arising in contract or in tort or otherwise as a result of any such decision.

5 LOADING AND PACKING

- Subject as otherwise provided in these Conditions loading and unloading of the Aircraft shall be at the expense of the Carrier.
- 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.
- Charges for ground transportation, warehouse handling, warehousing and customs clearance shall be at the expense of the Charterer.

6 DANGEROUS GOODS AND PETS

- The Charterer and its passengers must not include in their baggage the following:
 - items the carriage of which is prohibited by applicable law;
 - items listed in the IATA Dangerous Goods Regulations;
 - items listed at the following link:
<https://www.caa.co.uk/publication/download/15648>
- 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(b)), 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;
- hypodermic syringes, except where supported by applicable papers confirming the medical requirement for the same; and
- 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 and being subject to the Charterer complying with additional terms and conditions to be advised by the Carrier.
- If the Carrier reasonably determines in good faith that an item in the Charterer and/or its passengers' baggage is or is liable to become dangerous, inflammable, explosive, volatile, offensive, or damaging in nature or capable of posing a risk to the environment, the same may at any time be retained, destroyed, disposed of, abandoned or rendered harmless by Carrier without compensation to the Charterer and/or its passengers and without prejudice to the Carrier's right to any charges at the cost of the Charterer.
- Any animals to be carried on board the Aircraft must be notified to Gama at the time of entering into this Agreement and Charterer accepts that the carriage of such animals may be subject to certain conditions to be communicated by the Carrier.

7 CARRIAGE OF PORTABLE ELECTRONIC DEVICES AND USE OF PORTABLE ELECTRONIC DEVICES ON BOARD

- Devices such as e-cigarettes and power banks should be carried on the person, with a maximum of 2 power banks per passenger being permitted to be carried on board. Power banks must be individually protected to prevent short circuits when not in use. If they must be carried in carry-on baggage instead, the Charterer and its passengers must inform the Carrier who will advise of any applicable restrictions.
- You may use your own electronic devices on board (save that the use of power banks to charge portable electronic devices during flight and the re-charging of power banks during flight is prohibited). 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. Devices must be disconnected from any in-seat power supply. Larger electronic devices, such as laptops, must be switched off and stowed safely, either in a bag under the seat in front 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 and remain in a 'flight safe' mode.

Make sure the device is safely secured, either by holding it or placing it in a storage area of the seat. Larger electronic devices, such as laptops, etc, must be stowed away safely either in a bag under the seat in front or in a storage area on the seat, or in an overhead locker. Carried items must not obstruct access to the aisle.

DURING THE FLIGHT

Most seats have an in-seat charging facility or USB port to connect and power devices. Personal headphones, or those supplied may be used to connect personal devices. Bluetooth accessories (for example, wireless keyboards, headphones, etc) can also be used, 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. A crew-member will specify when this is required. In such cases the terms of clause 4 of these Conditions shall apply.

Devices must be disconnected when not in use. The Carrier does not accept any liability for any damage or loss arising 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 standard catering unless otherwise requested by Charterer. Any catering and/or other services required by the Charterer must be booked at least 24 hours prior to departure of the relevant flight 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 for the Empty Leg, 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, these Conditions (including the cancellation charges set out in clause 20) shall apply to the flight(s) shown in the revised Flight Confirmation.

(f) Where the Charterer cancels the Empty Leg, the provisions of Clause 20 of this Agreement shall be disapplied and the Charterer shall be responsible for the full price thereof as if the Empty Leg were performed.

9 CHARTER PRICE

The Charterer shall promptly pay to Gama the charter price and (in accordance with clause 12 of these Conditions) applicable ancillary charges, taxes and fees without any set-off or deduction, 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 Gama in writing, payment shall in any event be made no later than 72 hours after receipt of Gama or the Carrier's invoice(s). If payment is not received in full and cleared funds in Gama's bank account as designated on the invoice(s) by this time period, Gama shall be entitled to suspend or cancel the whole or any part of the flight schedule shown in the Flight Confirmation, without liability and without prejudice to Gama'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 flights operated 'out of hours', airport extension fees, increased de-icing costs, weather-related hangarage costs, change in landing fees, changes to air navigation fees, changes to parking fees, changes to catering and in-flight services and increased aviation fuel and/or aviation insurance premiums. For the avoidance of doubt, where the Charterer fails to pay the new charter price or such additional costs as may be necessary (as applicable) when due, the terms of clauses 9, 10, 17 and 18 of these Conditions shall apply in addition to any other rights or remedies available to the Carrier under applicable law.

12 TAXES AND CHARGES

(a) Unless expressly included, the charter price does not include any taxes levies or charges assessed or imposed by any taxing, airport or national 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.

(b) Additional fees, charges and expenses may be applied to the charter price in respect of flights operated 'out of hours', airport extension fees, aircraft de-icing (for the performance of the flights set out in the Flight Schedule as well as any positioning sectors prior to or after those flights), additional crew requirements, catering and in-flight services (other than those specified as being included in the charter price by the Carrier), Wi-Fi, the provision of special equipment, additional ground services and any ancillary services requested by the Charterer. For the avoidance of doubt such additional fees, charges and expenses notified to the Charterer shall be due and payable irrespective of whether the flight to which they relate to is ultimately performed and termination of this Agreement by either party pursuant to clause 17 of this Agreement shall not require Gama or the Carrier to refund such additional fees, charges and expenses to the Charterer.

(c) Gama reserves the right to apply additional fees, charges and expenses to the charter price after a flight has occurred where it becomes aware of the Charterer (and/or its passengers) having requested additional services prior to, during or after the flight.

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 (including strike action), 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, fuel shortages, governmental decisions, airspace closures, inability to obtain landing slots and/or relevant route permits or other governmental approvals, airworthiness directives, acts of God, war, embargoes, epidemics or quarantine restrictions, 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 fees, charges and expenses payable by the Charterer pursuant to these Conditions.

(d) Gama shall have no liability to the Charterer for any non-performance or delay of a flight by the Carrier, of whatsoever nature and howsoever arising.

(e) Gama shall have no liability to the Charterer and its passengers in respect of non-performance or delay under Regulation (EC) 261/2004, UK Regulation 261/2004.

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 Gama 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 Gama and shall thereupon become due and payable together with all fees, charges and expenses 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, taxes, accommodation, meals and refreshment charges and all pilot and crew expenses thereby incurred.

15 DEPARTURE FROM FLIGHT SCHEDULE

The Carrier shall use its reasonable commercial 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, (acting reasonably) and any additional fees, charges and expenses arising in such case (including the fees, charges and expenses referred to in clause 12 hereof) shall be borne by the Charterer. Gama shall have no liability for any such departure from the flight schedule by the Carrier.

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 and neither the Carrier nor Gama shall have any liability arising therefrom.

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 (for the avoidance of doubt, in the case of Gama only, Gama may exercise this right where a passenger is late to the flight as scheduled by 1 hour in the case of 'airtaxis' or 2 hours in the case of larger aircraft, or where a passenger is late to the flight and the airport in question will be closing); or

(b) at any time if the other party commits an act of bankruptcy, or if it is unable to pay its debts as they fall due, 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 Gama written notice of termination of the Agreement within 7 days of receipt by it of notice of increase in costs from Gama as referred to in clause 11 hereof.

18 TERMINATION BY GAMA

If the Agreement is terminated by Gama:

(a) pursuant to clause 17(a) hereof, the Charterer shall not be liable to pay the charter price and Gama shall be under no further liability to the Charterer by reason of such termination and the Charterer agrees to hold Gama and the Carrier harmless in respect of any loss, damage, costs, expenses or fees of whatsoever nature arising by reason of such termination; or

(b) pursuant to clause 17(b) hereof, the Charterer shall remain liable to pay to Gama 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 Gama shall be under no further or other liability to the Charterer by reason of such termination and the Charterer agrees to hold Gama and the Carrier harmless in respect of any loss, damage, costs, expenses or fees of whatsoever nature arising 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 Gama 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 Gama any costs that Gama has reasonably incurred or committed to in connection with this Agreement prior to termination, 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 Gama any costs that Gama has reasonably incurred or committed to in connection with this Agreement prior to termination together with 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 Gama:

(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 GAMA'S LIABILITY – GENERAL PROVISIONS

(a) The Charterer agrees that this Agreement does not constitute a contract of carriage and that Gama is not a carrier for the purposes of the Convention unless for the purposes of the flights as set out in the Flight Schedule, Gama and the Carrier are the same entity, in which case clause 23 of this Agreement shall apply.

(b) Gama shall not be liable to the Charterer in any manner whatsoever (whether arising from the negligence of its employees, the Carrier, the Carrier's employees or its 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 Gama's liability for death or personal injury resulting from its negligence.

22 CHARTERER'S LIABILITY

The Charterer will be liable for and will indemnify and keep indemnified and hold harmless Gama and the Carrier forthwith on its written demand from and against all damages, liabilities, demands, costs and expenses, (including legal and other professional fees on a full indemnity basis), and loss of profit (whether direct or indirect) ("Losses"), suffered or incurred by Gama, the Carrier and/or any of its affiliated or associated companies, in relation to: (i) any loss of or damage whatsoever (including accidental damage) to the Aircraft, its fittings, furnishings and/or equipment, (ii) other property in the Aircraft, (including any property leased to or hired by the Carrier), (iii) the Charterer and/or any of its passengers being disruptive, unruly, or being in breach of any law or other governmental direction or otherwise during the performance of the flight, (iv) any aircraft cleaning required as a result of the carriage of animals requested by the Charterer and/or any of its passengers, (v) any loss or damage occasioned to the Charterer or its passengers by third-party suppliers in the performance of this Agreement, and/or (vi) any liability of Gama to third parties, (including but not limited to passengers, consignors, consignees or suppliers), if and to the extent caused by, arising out of or in consequence of any material non-compliance on the part of the Charterer with the terms of the Agreement and/or by any other act or omission on the part of the Charterer, any employee, worker, agent or contractor of the Charterer, or any passenger (including minors), who are carried on the Aircraft or are on board the Aircraft at the Charterer's request, except if and to the extent that Losses are caused by negligence on the part of the Carrier or a person for whom the Carrier is legally responsible. The Charterer and its passengers warrant that they hold valid and applicable personal insurance arrangements in respect of the flights.

23 CARRIER'S LIABILITY

(1) 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 151,880 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 151,880 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.

(2) 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. 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;

(3) The Carrier's liability for damage caused to a passenger by delay is limited to 6,303 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.

24 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 Gama in good time all information and assistance required for onward transmission to the Carrier. Where passenger tickets and/or baggage checks are delivered to the Charterer or its agent by Gama or the Carrier for distribution to passengers, the Charterer warrants and undertakes to Gama that it will effect delivery of the said tickets to the passengers at a reasonable time prior to the commencement of the flight schedule.

25 PERSONAL DATA

Passengers shall provide Gama 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 Gama and 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 Gama and 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 Gama'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 Gama 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 Gama (and its subcontractors and suppliers and the Carrier 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 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 Gama to the Carrier (and other third parties), to the extent reasonably required to enable Gama 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 Gama 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 that:

- the passengers expressly consent to such processing of personal data to the extent necessary for Gama to perform the Agreement and/or to provide the ancillary services as requested by the Charterer and/or the passengers;
- such consent is valid and documented as required under the Data Protection Laws;
- the Charterer is able to and shall communicate a copy of such consent to Gama at any time at its request.

The Charterer hereby represents and warrants to Gama 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.

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 and invoicing the charter pursuant to the Agreement, as well as for the Carrier 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 Gama) may render it impossible for Gama 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 Gama 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 Gama accepts and shall have no liability to the Charterer or to any third party including passengers for any damages arising therefrom or any late or non-performance by the Carrier.

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

Gama 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 Gama), or business or customer need for it to be retained.

The Charterer shall also ensure that any personal data provided to Gama 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 Gama and the other parties referenced in this clause 24 for the purposes of the charter Agreement.

The Charterer shall indemnify Gama 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) Gama'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 24.

Please also refer to Schedule 1 for details of Data Processing

26 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 (including Sanctions) 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 and pets 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. If the Charterer and/or its passengers are refused entry at the place of destination, Gama shall not be liable for any loss, damage, costs, expenses or fees of whatsoever nature, and the Charterer shall be liable for payment of any fine, penalty or charge imposed on Gama or the Carrier by reason thereof, any detention costs and the costs of any return flight which is required to transport the Charterer and/or its passengers to the place of origin. The Charterer and/or its passengers shall not be entitled to a refund for the flight performed in accordance with the flight schedule shown in the Flight Confirmation.

The Charterer also warrants that carriage of the passengers by Carrier will not cause the Carrier or Gama to breach any applicable laws or Sanctions and agrees to indemnify Gama and the Carrier in full for any loss, damage, costs, expenses or fees arising therefrom.

27 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 Gama. However, Gama 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.

28 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.

29 CHANGES IN THE AGREEMENT

(a) Gama 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 Gama.

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

30 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.

31 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.

32 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.

33 HEADINGS

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

34 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.

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 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 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.