



'Charter Standard Terms and Conditions'

to be read in conjunction with

'Frequently Asked Questions'

displayed on this website



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GENERAL TERMS AND CONDITIONS

These general terms and conditions apply to the Agreement. If there is any conflict between the terms below and the special conditions above, the special conditions above shall prevail.

Deposit

The Deposit will be paid by the Customer to reserve the Aircraft under this Agreement and will be applied by the Broker towards the payment of the Charter Price. The Deposit will be returned to the Customer only in the circumstances set out below.

Payment Terms

The Customer shall pay all amounts due under this Agreement (whether the Deposit, the Charter Price, the Additional Costs, or any other amount) at the times specified in the special conditions or within 14 days of any applicable invoice.

The Broker may charge interest at the Default Rate on any payment that is not paid on or before its due date.

All payments shall be made to the following bank account and shall not be deemed to be received by the Broker until cleared funds are received.

Bank Details Supplied in Customer Invoice
Account Owner: Sentinel Aviation Ltd
Sentinel GBP Account Number: XXXXXXXX
Sort Code: XX-XX-XX
IBAN: XXXX XXXX XXXX XX XXXX
BIC/SWIFT Code: XXXX XXXX
Correspondent Bank BIC: XXXXXXXX

Customer's Right to Cancel

The Customer can cancel a Flight in writing at any time before its departure, subject to payment of the appropriate Cancellation Charges. No cancellation notice will be effective until the Cancellation Charges are received by the Broker in cleared funds. If the Customer cancels a Flight, the Deposit for that Flight will be retained by the Broker and set against the Cancellation Charges due.

Aircraft and Crew

The Operator shall be responsible for providing the Aircraft at the commencement of the Flight, properly manned and equipped, fuelled and airworthy, in accordance with the laws and regulations of the state of registration of the Aircraft. The Aircraft shall be operated in accordance with all applicable laws and regulations during the period of the Flight.

The captain of the Aircraft shall have complete discretion concerning the preparation of the Aircraft for flight, whether or not a Flight shall be undertaken or abandoned once undertaken, any deviation from proposed route, where landing shall be made and all such other matters relating to the operation of the Aircraft, and the Customer shall accept all such decisions as final and binding.

All ground and operating personnel, including cabin staff, will be authorised to take orders only from the Operator, unless specific written agreement shall first have been obtained from the Operator to allow certain defined instructions to be given by the Customer to such personnel.

All Flights are subject to all overflight and landing permissions being in place.

Conditions of Carriage

The contract of carriage shall be performed under the Operator's conditions of carriage, which shall bind the Customer and its passengers. In particular, the relevant international Convention governing carriage by air shall apply and may limit the rights of the Customer and its passengers in respect of injury, loss or damage to themselves or their baggage. Any claims arising out of a Flight for injury, loss or damage to a passenger or their baggage can only be made to the Operator, and the Broker shall have no liability for such claims.

The Customer shall comply, and shall ensure that its passengers comply, with all the Operator's baggage regulations (including the rules about items that can be carried in the cabin but not in the hold), and shall not bring on board, or attempt to bring on board, any prohibited or dangerous items. These regulations are available to be reviewed on the Operator's website.

The Flights are performed for the benefit of the Customer and its guests only. The Customer may not sell tickets on any Flight to any person. The Customer warrants that all its passengers will be travelling free of charge or at a reduced fare not available directly or indirectly to the public, so that EC Regulation 261/2004 ("EC261") or any equivalent legislation in the United Kingdom does not apply to the Flights. The Customer agrees that if any claims are made under EC261 or any equivalent legislation arising out of the delay or cancellation of any Flight, the Customer will indemnify the Broker in respect of any losses incurred by the Broker.

Delays, Diversions and Cancellations

If the departure of a Flight is delayed because of the late arrival of a passenger or a passenger's baggage, the Broker will use reasonable endeavours to ensure the Flight is performed once the passenger or baggage has arrived, but the Broker shall have no liability to the Customer if the Operator cancels the Flight because of the delay.

If a Flight is diverted for any reason outside the Operator's control, it will be deemed to be completed and fully performed on arrival at the diversion airport. The Broker will use reasonable endeavours to assist the Customer and its passengers by arranging transport from the diversion airport to the original destination, but all such transport will be at the Customer's cost.

If a Flight is cancelled for any reason, then the Broker will, if possible, use reasonable endeavours to find a suitable substitute aircraft to operate the Flight. The Customer shall pay any additional costs arising from the performance of a Flight by a substitute aircraft. If no such suitable substitute can be found and the Flight cannot be performed, then (unless the cancellation is caused by the act or omission of the Customer or any passenger) the Broker's obligation shall be limited to returning any portion of the Charter Price that has already been paid by the Customer and is returned by the Operator to the Broker, and this Agreement shall be terminated as regards that Flight. If the cancellation is caused by the act or omission of the Customer or any passenger, then the Customer shall pay the applicable Cancellation Charges as if the Flight had been cancelled by the Customer.

The Broker shall not be responsible for any accommodation, refreshments, meals, transportation or any other additional costs, expenses, losses, damages or liabilities of whatsoever nature incurred in respect of the Customer's passengers that arise as a result of any delay, diversion or cancellation of a Flight.



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Passengers

The Customer will comply, and will ensure that all passengers comply, with the instructions of the crew and with all applicable local laws (including immigration, customs and public health laws).

The Customer will ensure that all passengers carry the necessary documents for entry into the destination country.

Indemnity

The Customer will indemnify and hold harmless the Broker against any costs, fines or losses incurred by the Broker that arise from any of the following:

- any delay, deviation or cancellation of a Flight caused by the Customer or its passengers;
- any damage to the Aircraft caused by the Customer or its passengers (including the cost of cleaning the Aircraft after a Flight);
- any passenger being refused entry at any destination; and
- any breach by the Customer of this Agreement, or the Customer's negligence or wilful misconduct.

All indemnities in this Agreement shall survive its termination.

Broker's Liability

The Customer hereby acknowledges that the Broker is acting as a broker only and is not in any way responsible for the acts, omissions or defaults of the Operator, or for any failure of the Operator to perform its obligations. The Customer hereby agrees to indemnify the Broker against any and all liabilities, claims, demands, suits, judgments, damages and losses, including reasonable expenses, costs and legal fees arising directly or indirectly out of any failure by the Operator to comply with its obligations.

The Broker shall be under no liability to the Customer for any failure by it or the Operator to perform their obligations in respect of any Flight if that failure arises from force majeure, labour disputes, pandemics, strikes or lock-outs, or accidents to or failure of the Aircraft, its engines, or any machinery, or any other cause beyond the control of the Broker or the Operator.

Termination

This Agreement may be terminated immediately by the Broker upon written notice if:

- the Customer fails to make any payment when due under this Agreement, or commits any other material breach of its terms; or
- the Customer becomes insolvent or unable to pay its debts when they fall due.

If the Agreement is terminated by the Broker, the Deposit will be retained by the Broker without prejudice to its rights to claim damages from the Customer. Any Flight that has not then been performed will be deemed to have been cancelled by the Customer, and the appropriate Cancellation Charges shall be immediately due and payable by the Customer. The Customer shall indemnify the Broker against any losses incurred by the Broker in respect of any Flight that is cancelled under this clause.

Data Protection

This clause sets out the basis on which any personal information collected by, or provided to, the Broker will be processed. The Customer acknowledges and agrees that by providing passenger names and other personal information to the Broker for the operation of the Flights ("Agreed Purposes") it will share personal data about the passengers with the Broker ("Transferred Personal Data"), only to the extent necessary for fulfilling the Agreed Purposes. The Broker may share the Transferred Personal Data with the Operator and any other necessary party for the Agreed Purposes. The Broker, as a data receiver under the GDPR Regulations, shall ensure that it processes the Transferred Personal Data fairly and lawfully in accordance with this clause and the Regulations. The Broker shall not disclose or transfer the Transferred Personal Data to a third party located outside the EEA unless it complies with the appropriate regulations. The Customer shall, in respect of the Transferred Personal Data, ensure that it informs the passengers about their personal data that will be shared with the Broker and then with the Operator and other third parties, and the circumstances and purposes of such data sharing. The Broker shall only retain Transferred Personal Data insofar as this is necessary to carry out the Agreed Purposes, or to the extent required thereafter by law. As permitted by the law, the Broker shall securely destroy any Transferred Personal Data in accordance with the reasonable instructions of the passenger on the earlier of the following circumstances:

- on the expiry or termination of this Agreement;
- once processing of the Transferred Personal Data is no longer necessary for the Agreed Purposes or for any applicable legal or regulatory requirement.

Each of the Customer and the Broker warrants to the other that it has and will retain in place appropriate technical and organisational security measures to prevent the unauthorised or unlawful processing of Transferred Personal Data and the accidental loss or destruction of, or damage to, Transferred Personal Data. Each party shall promptly notify the other of any breach and/or potential breach or actual loss of the Transferred Personal Data to enable the issue to be resolved. The Broker will respond to requests by passengers made in accordance with the GDPR Regulations. The Customer shall make reasonable efforts to ensure that all information provided to the Broker is accurate, reasonable and complete.

Confidentiality

The terms and conditions of this Agreement are confidential to the parties and may not be disclosed by either party without the prior written approval of the other party, except to their professional advisers or as may be required by law.

Miscellaneous

No set-off or counterclaim (whether arising in respect of this Agreement or any other carriage) shall entitle the Customer to withhold payment of any sum payable to the Broker under or by reason of this Agreement. If the Customer is required to withhold any part of any such payment or to make any deduction from such payment, it shall pay to the Broker an additional amount so that, after such withholding or deduction has been made, the Broker receives the full amount of such payment.

Governing Law

This Agreement shall be governed by and construed in accordance with English law, and the parties submit to the non-exclusive jurisdiction of the English courts.