



## AIRCRAFT CHARTER AGREEMENT

### TERMS AND CONDITIONS

#### 2026 edition

These Terms and Conditions, together with the Flight Confirmation, constitute the agreement (“the Agreement”) upon which TITAN will charter the Aircraft to the Charterer and the Charterer will charter the Aircraft from TITAN.

#### 1. Definitions and interpretation

1.1 In this Agreement, capitalised expressions shall, except where the context otherwise requires, have the meanings given to them below:

Aircraft shall mean the aircraft defined in the Flight Confirmation;

Business Day shall mean a day, not being a Saturday, Sunday or public holiday, on which banks are open for business in London, New York (if any payments under this Agreement are to be made in US Dollars), and (if different) the place of incorporation of the Charterer;

Cancellation Charges shall be as defined in the Flight Confirmation;

Charter Period shall mean the period beginning on the day of the first Flight and ending on the day of the last Flight;

Charter Price shall be as defined in the Flight Confirmation;

Conditions of Carriage shall mean TITAN’s conditions of carriage for passengers, the current version of which can be found at [www.titan-airways.co.uk](http://www.titan-airways.co.uk);

Convention means whichever of the following instruments is or are applicable:

- the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw on 12 October 1929 (hereinafter referred to as the “Warsaw Convention”)
- the Warsaw Convention as amended at the Hague on 28 September 1955

- the Warsaw Convention as amended by Additional Protocol No 1 of Montreal (1975)
- the Warsaw Convention as amended at The Hague and by Additional Protocol No 2 of Montreal (1975)
- the Warsaw Convention as amended at The Hague and by Additional Protocol No 4 of Montreal (1975)
- Guadalajara Supplementary Convention (1961)
- The Convention for the Unification of Certain Rules for international Carriage by Air, signed at Montreal on 28 May 1999;

Crew means TITAN's flight deck and cabin crew;

Data Protection Laws shall mean, as applicable and binding on the Parties:

- in the United Kingdom, all applicable current and future data protection, privacy and electronic marketing legislation, including the UK GDPR, the UK Data Protection Act 2018 and any associated national legislation; and/or the Privacy and Electronic Communications (EC Directive) Regulations 2003; and/or any corresponding or equivalent legislation and/or regulation implementing or made pursuant to the foregoing or which amends, replaces, re-enacts or consolidates any of them;
- in Member States of the European Union, the GDPR and the Privacy and Electronic Communications Directive 2002/58/EC, and all applicable Member State legislation and/or regulations giving effect to or corresponding with any of them.

Default Rate shall be as defined in the Flight Confirmation;

Demurrage Rate shall be £2,500 per hour or such other figure as is agreed in the Flight Confirmation;

EUR or € shall mean the lawful currency of the euro area;

Event of Default shall mean any of the events specified in Clause 9.1;

Flight(s) shall mean a flight(s) specified in the Flight Schedule;

Flight Schedule shall mean the schedule of flights agreed in the Flight Confirmation;

Force Majeure shall mean any cause or event beyond the reasonable control of TITAN, including but not limited to war, hostilities, civil commotion or rebellion, seizure under legal process, sanctions, quarantine restrictions, epidemics, pandemics, closure of airspace or airports by government regulation or order, labour disputes, strikes or lockouts, unusually severe weather, volcanic ash clouds, acts of God or the King's enemies and any accident to or failure of the Aircraft or any part thereof or any machinery or apparatus in connection therewith which could not have been reasonably foreseen or prevented by TITAN;

GBP or £ shall mean the lawful currency of the United Kingdom;

GDPR shall mean the General Data Protection Regulation ((EU) 2016/679).

Government Entity shall mean and include (i) any national government, political subdivision thereof, or local jurisdiction therein, (ii) any board, commission, department, division, organ, instrumentality, court, agency, central bank or taxing authority of any thereof, however constituted; and (iii) any association, organisation, or institution of which any thereof is a member or to whose jurisdiction any thereof is subject or in whose activity any thereof is a participant;

Losses shall mean all costs, expenses, payments, charges, losses, demands, liabilities, claims, actions, proceedings, penalties, fines, damages, judgements, orders or other sanctions;

Party shall mean either TITAN or the Charterer (together, the “Parties”);

Passenger Report Time shall be as defined in the Flight Confirmation;

State of Registration shall mean the United Kingdom;

Taxes shall mean all present and future taxes, levies, deductions, withholdings, imposts, duties, fees or charges of whatever nature and by whatever name called and wheresoever imposed, including, without limitation, any sales, use, franchise, transfer, personal property, business occupation, customs, stamp, interest equalisation, corporation, income, gross receipts, turnover, value added or similar tax, levy, deduction, withholding, import duty, export duty, fees or charges at the rate applicable for the time being imposed by any Government Entity, together with any interest charged thereon and fines and penalties in respect thereof;

TITAN’s Bank Account shall be as defined in the Flight Confirmation;

Traffic Documents means all passenger tickets, baggage checks, airway bills or other applicable documentation required under the Convention or other applicable law; and

USD or \$ shall mean the lawful currency of the United States of America.

1.2 References in this Agreement to:

- (a) Clauses are, unless otherwise specified, references to clauses of this Agreement; and
- (b) any statutory or other legislative provision shall be construed as including any statutory or legislative modification or re-enactment thereof, or any substitution therefor.

1.3 Headings in this Agreement are for ease of reference only and shall not affect in any way the construction or effect of this Agreement.

- 1.4 Unless the context otherwise requires, words in the singular shall include the plural and words in the plural shall include the singular.
- 1.5 A reference to a statute or statutory provision shall include all subordinate legislation made as at the date of this Agreement under that statute or statutory provision.
- 1.6 Any obligation on a Party not to do something includes an obligation not to allow that thing to be done.
- 1.7 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.8 Any agreement (including this Agreement) or instrument shall include such agreement or instrument as it may from time to time be amended, supplemented or substituted with any necessary consent of the parties thereto.
- 1.9 To the extent there is any conflict between the provisions of these terms and conditions and the Flight Confirmation, the provisions of the Flight Confirmation shall prevail.
- 1.10 Any reference to any person includes any permitted successor in title to it and any permitted assignee and/or permitted transferee in accordance with the terms of this Agreement.

## 2. **Charter of Aircraft**

- 2.1 Subject to this Agreement, the Aircraft shall be made available by TITAN to the Charterer for the performance of the Flights on the dates specified in the Flight Schedule.
- 2.2 The Charterer acknowledges that this Agreement does not involve the transfer of possession or control of the Aircraft to the Charterer or the creation of any interest in the Aircraft in favour of the Charterer.

## 3. **Charter Price and Payment**

- 3.1 The Charterer shall pay to TITAN the Charter Price at the time(s), in the currency and in the amount(s) specified in the Flight Confirmation.
- 3.2 The Charter Price may be varied by TITAN, at TITAN's discretion, to reflect :
  - (a) any increase due to the action of any Government Entity, including, without limitation, the imposition of new, or the revision of existing, duties, taxes, imposts or dues;
  - (b) any variations arising from carbon taxes or emissions charges;

- (c) any variations in the cost of aviation fuel (in accordance with the Fuel Price Mechanism in the Flight Confirmation, if applicable), transportation charges and throughput charges, taxes or duties; or
    - (d) any variations due to other unforeseen circumstances,
- unless stated otherwise in the Flight Confirmation.
- 3.3 The Charter Price includes the costs of fuel, insurance, maintenance, oil, fluids, route and terminal navigation charges, Eurocontrol, landing, published overflying, diplomatic and slot clearance charges, standard ground handling (not including the use of fixed-base operators or private terminals), cleaning, cabin service to passengers during Flights, EU ETS and any other applicable carbon emission charges and levies, and the remuneration and expenses of the Crew.
  - 3.4 The Charter Price excludes royalties, non-objection fees, traffic rights charges, aircraft parking, passenger charges including airport screening and security charges, passenger service charges, town, terminal and passenger transfer charges to and from the departure and arrival airports unless otherwise specifically agreed to the contrary, SAF mandate charges, air passenger duty, passenger liability insurance at £1.75 per person per sector, aircraft de-icing, repositioning charges, customs, transportation and other taxes, customs clearance fees, agency fees, ground accommodation costs, handling charges for fixed-base operators and private terminals, all costs associated with the carriage of cargo, and any other costs, expenses and ancillary charges that are incurred in the execution of the Flight(s) and that are not expressly included in the Charter Price.
  - 3.5 The Charterer undertakes to pay or to reimburse TITAN in respect of, and to indemnify and hold TITAN harmless from and against, all costs, taxes, duties and charges listed in Clause 3.4. Any such costs and charges as are paid by TITAN on behalf of the Charterer shall be invoiced to the Charterer and promptly paid by the Charterer together with a disbursement fee of 10%.
  - 3.6 All amounts payable to TITAN under this Agreement from time to time shall be paid in immediately available funds to TITAN's Bank Account or such other bank account as TITAN shall designate in writing.
  - 3.7 Without prejudice to any other remedies of TITAN, the Charterer hereby agrees and undertakes that in the event the Charter Price or other amount payable by it hereunder is not paid on the date the same is due then it shall on demand pay to TITAN interest thereon from the due date up to the date of actual payment (as well after as before judgement) at the Default Rate, which interest shall accrue from day to day and be computed on the basis of a year of three hundred and sixty five days.
  - 3.8 All payments under this Agreement shall be made without any set off, counterclaim, withholding or deduction of any kind whatsoever. In the event that the Charterer is obliged by law to withhold Taxes the Charterer shall pay such additional amounts as are required to ensure that TITAN shall receive, free and clear of all Taxes, the due amounts.

- 3.9 The Charter Price and all other sums payable by the Charterer to TITAN under this Agreement are exclusive of any value added tax, turnover tax or similar tax payable in respect of such sums, and the Charterer shall, in addition, pay to TITAN the amount of any such value added tax, turnover tax or similar tax as may be required from time to time by law to be paid by the Charterer to TITAN.
- 3.10 Except as otherwise expressly provided in this Agreement, the Charterer shall indemnify TITAN from and against all present and future Taxes which may be levied or imposed on TITAN by any Government Entity in relation to this Agreement or the performance by TITAN of its obligations hereunder, but excluding taxes imposed on the income, revenue or capital gains of TITAN.

#### 4. **Documents**

- 4.1 All carriage performed pursuant to this Agreement shall be subject to the Conditions of Carriage. The Charterer shall procure that the Conditions of Carriage are included in all contracts it makes with any passengers and/or freight forwarders or shippers in respect of any Flight(s).
- 4.2 The Charterer shall ensure that all Traffic Documents are completed in such form as TITAN may require, as soon as practicable, and that all properly completed Traffic Documents are delivered to all passengers and/or shippers in accordance with TITAN's requirements and in accordance with all applicable laws, regulations, treaties, conventions and directives.
- 4.3 The Charterer shall provide TITAN with a full passenger list (including passport information) and any other necessary information as soon as possible and in any event not less than seventy-two hours before the scheduled time of departure of each Flight, or such earlier time as will enable TITAN to comply with any applicable APIS (Advanced Passenger Information) requirements. Failure to provide such information may lead to a delay and/or cancellation of the Flight and to civil penalties for which the Charterer will indemnify TITAN.

#### 5. **Flight Times, Loading and Embarkation**

- 5.1 Flight times and/or schedules as set out in the Flight Schedule, or as otherwise quoted by TITAN to the Charterer, are approximate estimates only and are not guaranteed by TITAN, who shall be entitled at any time to deviate from such flight times and/or schedules and/or to reduce the specified payload.
- 5.2 Should any passenger or any passenger's baggage fail to arrive at the specified check-in point by the Passenger Report Time, the Aircraft may depart as scheduled without such passenger or passenger's baggage, and TITAN shall be deemed to have completed its contractual obligation to the Charterer and shall in no way be responsible for, or liable to, any such passenger(s) or the Charterer.
- 5.3 TITAN shall not be obliged to delay any departure beyond its scheduled time of departure. If, in TITAN's opinion, it would be necessary to delay a departure by reason of:

- (a) any passenger, cargo or baggage not being ready for embarkation as provided for in Clause 7.7 below; or
- (b) any act, omission or default on the part of the Charterer, or anyone acting on its behalf, or any passenger carried or to be carried on such Flight,

then TITAN shall be entitled to cancel the affected Flight(s) and to recover the applicable Cancellation Charges from the Charterer as if the Charterer had cancelled such Flight.

5.4 If any departure or arrival of the Aircraft hereunder shall be delayed by reason of:

- (a) the information required under Clause 4.3 above not being provided within the time specified;
- (b) any passenger, cargo or baggage not being ready for embarkation as provided in Clause 7.7 below; or
- (c) any act, omission or default on the part of the Charterer, or anyone acting on its behalf, or any passenger carried or to be carried on such Flight;

then TITAN shall be entitled to be paid by the Charterer the full amount of all Losses (including any Losses resulting from off-slot operations at the airport of departure or arrival or from the consequences thereof) which TITAN may suffer or incur as a result of the delay, together with flight demurrage at the Demurrage Rate for every hour of delay over four hours.

5.5 Loading and unloading of the Aircraft shall be at the Charterer's expense, and the Charterer shall provide such equipment and material for the packing and securing of items to be carried in the Aircraft as TITAN may reasonably require or as may be required to comply with any decision of the Captain of the Aircraft under Clause 5.7.

5.6 TITAN shall be entitled to use any part of the carrying capacity of the Aircraft in excess of that specified in the Flight Confirmation, and any part of the carrying capacity specified in the Flight Confirmation left unused by the Charterer on any Flight, without any compensation, payment, reduction or refund becoming due to the Charterer.

5.7 The Captain of the Aircraft shall have complete discretion concerning the safety and security of the Aircraft and the passengers, crew, baggage and cargo in connection with the preparation of the Aircraft for flight, the flight of the Aircraft, the load carried and its distribution (including the number of passengers and the amount of their baggage), whether or not a Flight should be undertaken or the Aircraft should land at a particular airport, and all other matters relating to the safe and secure operation of the Aircraft, and the Charterer shall accept all such decisions of the Captain as final. TITAN shall not be liable to the Charterer for any Losses of whatsoever nature and howsoever arising whether in contract or tort or otherwise as a result of any lawful decision made under this Clause 5.7.

5.8 TITAN may in any event, without any liability to the Charterer or to any passenger, refuse to carry, or remove en route, if appropriate, any passenger or their baggage where, in the exercise of its reasonable discretion, TITAN decides that:

- (a) such action is necessary for reasons of safety;
- (b) such action is necessary in order to comply with any applicable laws, regulations or orders of any state or country to be flown from, into or over;
- (c) the conduct, status, age or mental or physical condition, including impairment from alcohol or drugs, of the passenger is such as to:
  - (i) require special assistance of TITAN (unless such assistance has been requested by the Charterer or the passenger prior to the Flight and has been agreed by TITAN);
  - (ii) cause discomfort or make the passenger objectionable to other passenger(s); or
  - (iii) involve any hazard or risk to the passenger or other persons or to property;
- (d) such action is necessary because the passenger has failed to observe the instructions of TITAN;
- (e) the passenger has failed to submit to or pass any security check;
- (f) the passenger's baggage has not been cleared by all appropriate baggage screening checks;
- (g) the passenger does not appear to be properly documented;
- (h) the passenger may seek to enter a country through which he is in transit;
- (i) the passenger may destroy his or her documentation during flight;
- (j) the passenger will not surrender travel documents, to be held by the Crew, against receipt, when so requested by TITAN;
- (k) the person presenting the ticket cannot prove that they are the person named on the ticket, or the ticket otherwise appears to have been acquired unlawfully or otherwise than from TITAN or the Charterer, or the ticket has been reported as being lost or stolen or the ticket is a counterfeit; or
- (l) the passenger is not in possession of a valid ticket or coupon, or any part of the passenger's ticket or coupon has been mutilated or altered by anyone other than TITAN or the Charterer; or
- (m) the passenger's attire and/or articles carried or to be carried by the passenger are likely to be offensive to any other passenger(s) and/or member(s) of the Crew.

- 5.9 In the event that it is necessary in the reasonable opinion of the Captain of the Aircraft or TITAN for the Aircraft to be diverted in flight or delayed because of:
- (a) any act or omission of the Charterer or any passenger;
  - (b) the need to remove any passenger for a reason set out in Clause 5.8 above;
  - (c) a decision by any Government Entity;
  - (d) a decision by the Captain of the Aircraft under Clause 5.7; or
  - (e) a Force Majeure event beyond the control of TITAN,

then the Charterer shall indemnify TITAN against any Losses which TITAN may incur as a result thereof and shall pay flight demurrage at the Demurrage Rate for every hour of delay over four hours.

## 6. **Aircraft, Flight Schedule and Crew**

- 6.1 TITAN shall provide the Aircraft to the Charterer at the commencement of each Flight properly manned and equipped, fuelled and airworthy in accordance with the laws and regulations of the State of Registration, and the Aircraft shall be operated in accordance with all applicable laws and regulations during each Flight.
- 6.2 TITAN and the Charterer may agree changes to the Flight Schedule at any time after the signature of this Agreement and during the Charter Period. All changes shall be agreed in writing.
- 6.3 TITAN will use reasonable endeavours to perform the Flight Schedule and to agree changes to the Flight Schedule proposed by the Charterer, but will be entitled to refuse to perform any Flight (at any time prior to taking off) if:
- (a) for any reason it is contrary to any applicable regulation for the Aircraft, TITAN or the Crew to operate the proposed Flight;
  - (b) TITAN, on reasonable grounds and/or as advised by its insurers, judges the risk of flying to a proposed destination to be unacceptable;
  - (c) the performance of the Flight would be outside the operational limitations of the Aircraft or the operational limitations of TITAN's air operator's certificate;
  - (d) TITAN is not permitted, by any regulation or restriction imposed by the State of Registration or any other applicable authority, to operate the Flight;  
or
  - (e) any permit, slot, parking permission, consent, overflight permission, licence or approval from any relevant authority that is necessary for the operation of the Flight by the Aircraft has not been obtained.

6.4 The Charterer will use reasonable endeavours to assist TITAN with obtaining any required overflight permissions, permits or non-objections. TITAN shall have no liability to the Charterer if, for any reason outside TITAN's control, a planned Flight cannot take place.

6.5 The Crew shall only take instructions from TITAN unless specific written agreement shall first have been obtained from TITAN whereby certain defined instructions may be accepted by such personnel from the Charterer.

7. **The Charterer's Obligations**

7.1 The Charterer shall not pledge the Aircraft or the credit of TITAN for any purpose whatsoever and shall not create or allow to exist any pledge, lien, attachment, encumbrance or other security interest in or over the Aircraft.

7.2 The Charterer shall not do or allow to be done any act or thing which might be expected to jeopardise the rights of TITAN in the Aircraft.

7.3 The Charterer shall not do anything which may expose the Aircraft or any part thereof to penalty, forfeiture, seizure, arrest, impounding, detention, confiscation, taking in execution, appropriation or destruction.

7.4 The Charterer shall comply with, and shall ensure that all passengers and owners of cargo comply with, all relevant customs, police, public health, immigration and other lawful regulations of the State of Registration and of any other state to, from or over which the Aircraft is or may be flown pursuant to this Agreement.

7.5 The Charterer shall comply in all respects with, and ensure compliance by its passengers in all respects with, the conditions of all licences and authorities granted for the Flight(s).

7.6 The Charterer shall ensure that all passengers hold all necessary passports, visas and health or other certificates to secure transit through any intermediate ports and entry into the country of destination of the relevant Flight, and the Charterer will hold harmless and indemnify TITAN immediately on demand, if any authority refuses entry to any passenger in any circumstances, for the costs of transporting that passenger to any point deemed appropriate by such authority together with the costs of accommodation, fees and charges of whatsoever nature arising from denied entry.

7.7 The Charterer shall be solely responsible for ensuring that all passengers and their baggage and any freight or cargo to be carried on any Flight(s) shall be available at the specified check-in point at the departure airport for check-in formalities before the Passenger Report Time for that Flight.

7.8 On any Flight performed under this Agreement:

- (a) the Charterer shall not require or permit the transportation of hazardous or perilous cargo, or animals, including birds and reptiles (except animals that

TITAN has specifically agreed to carry and for which all necessary travel documentation has been obtained), or items that are considered by TITAN to be unsuitable for carriage because they are dangerous, or because of their weight, size, shape or character, or because they are fragile or perishable;

- (b) the Charterer shall not require or permit the transportation of dangerous goods or weapons without the prior written consent of TITAN. The Charterer acknowledges and accepts that radioactive material cannot be accepted for carriage on the Aircraft. When dangerous goods are offered for carriage, a copy of the Notification to Captain shall be sent to Titan Operations by e-mail (ops@titan-airways.co.uk). Information regarding the procedures employed by the Charterer and its agents, and audits on third party service providers, shall be made available to TITAN on request; and
- (c) the Charterer shall ensure that all carriage of cargo and baggage, including any dangerous goods and weapons referred to in (b) above, meets the international standards set by ICAO, IATA and the United Kingdom CAA.

7.9 The Charterer will provide TITAN with a cargo manifest prior to the loading of any goods for carriage on board the Aircraft. The cargo manifest will list in detail the nature, weight and dimensions of such goods.

## 8. **Flight Cancellations**

8.1 The Charterer may cancel any Flight at any time prior to the commencement thereof, subject to payment by the Charterer to TITAN of the applicable Cancellation Charges. The Cancellation Charges shall be paid at the date of cancellation by the Charterer to TITAN without prior demand, and TITAN shall be entitled to apply any monies already paid to it by the Charterer against such Cancellation Charges. Cancellation of any Flight shall only be effective when TITAN has received the applicable Cancellation Charges in full.

8.2 TITAN shall be entitled to cancel any Flight prior to the commencement thereof, and in such circumstances will refund to the Charterer the Charter Price relating to that Flight (if the Charter Price has already been paid by the Charterer). Following such cancellation, TITAN shall have no further obligations or liabilities to the Charterer in respect of the cancelled Flight.

## 9. **Events of Default**

9.1 The following shall be Events of Default by the Charterer:

- (a) the Charterer is more than two (2) Business Days late in the making of any payment when due under this Agreement; or
- (b) the Charterer is in breach of any other material obligation of the Charterer contained in this Agreement which, if capable of remedy, has not been remedied within ten (10) Business Days of TITAN giving written notice

requiring remedy (such notice to specify in reasonable detail the nature of the breach); or

- (c) the Charterer suspends payment of its debts, or is unable or admits inability to pay its debts when they fall due, or is adjudicated or found bankrupt or insolvent, or the Charterer commences negotiations with any one or more of its creditors with a view to the general readjustment or rescheduling of its indebtedness or makes a general assignment for the benefit of its creditors; or
  - (d) any order is made by any competent court, or any resolution is passed by the Charterer, for the winding-up, administration or dissolution of the Charterer or for the appointment of a liquidator, receiver, administrator, administrative receiver or trustee of the Charterer; or
  - (e) in the opinion of TITAN a material adverse change occurs in the business, assets, financial condition, operations or prospects of the Charterer.
- 9.2 If an Event of Default, or an event or circumstance which with the passage of time, the giving of any notice or any determination of materiality would constitute an Event of Default, occurs, then:
- (a) if such Event of Default is continuing on the date scheduled for any Flight under this Agreement, TITAN shall not be obliged to charter the Aircraft to the Charterer for the performance of that Flight; and
  - (b) TITAN shall be entitled to terminate this Agreement by immediate notice in writing, without prejudice to its rights then accrued.
- 9.3 If TITAN terminates this Agreement under Clause 9.2 above, the Charterer shall (without prejudice to any other rights and remedies TITAN may have) pay immediately to TITAN all amounts then due and unpaid to TITAN hereunder, together with interest thereon at the Default Rate, and the Charterer will pay immediately to TITAN the applicable Cancellation Charges in respect of any unperformed Flight.
- 9.4 If TITAN terminates this Agreement under Clause 9.2 above, TITAN shall have the right to terminate any Flight which has then commenced, without liability of any kind to the Charterer or any other person.
- 9.5 Clauses that expressly or by implication survive termination of this Agreement shall continue in full force and effect notwithstanding any such termination.

## 10. **Limitation of Liability**

- 10.1 TITAN and its directors, officers, employees, servants and agents shall have no liability to the Charterer (except as set out in Clause 10.2 below) for any failure to perform any obligation under this Agreement where such failure arises (whether directly or indirectly) from:

- (a) the act, neglect, default, omission or negligence of the Charterer or any passenger or any sub-contractor or other person on whom TITAN may rely for the performance of its obligations hereunder;
  - (b) any Force Majeure event;
  - (c) lack of assurance of the availability of sufficient quantities or quality of aviation fuel of a standard acceptable to TITAN;
  - (d) the inability of TITAN to perform a Flight for a reason set out in Clause 6.3; or
  - (e) the unavailability, at a cost or on terms acceptable to TITAN, of any insurance(s) required to be maintained by TITAN for the operation of any Flight(s).
- 10.2 TITAN will refund to the Charterer the Charter Price, less any Losses incurred by TITAN in relation to the Flight, if a Flight cannot be performed because of a Force Majeure event.
- 10.3 All carriage performed pursuant to this Agreement shall be subject to the rules relating to liability established by the Convention, as amended by the Conditions of Carriage and subject to all applicable laws and regulations (including EC Council Regulation No 2027/97 of 9 October 1997, as amended by EC Regulation No 889/2202 of 30 May 2002, and any similar applicable United Kingdom regulations), which provisions shall govern and determine the rights and liabilities of the parties to such carriage. Except as expressly provided thereby TITAN shall have no liability whatsoever for the death of or injury to or delay of any passenger(s) or loss of or any damage, destruction or delay to any baggage, package or cargo. TITAN is not a common carrier and does not accept the obligations of a common carrier.
- 10.4 In no circumstances whatsoever shall TITAN be liable for any consequential or special damage or loss, or loss of profit or revenue, arising from its performance or failure to perform any Flight(s) or any of its other obligations under this Agreement, regardless of whether TITAN has or should have knowledge that such damage or loss might be sustained.
- 10.5 Nothing in this Clause 10 is intended to limit any liability to the extent that it cannot be limited or excluded as a matter of law.

## 11. **Indemnities**

- 11.1 The Charterer shall indemnify and hold harmless TITAN, its directors, officers, employees and agents against any Losses suffered or incurred by TITAN or any of its directors, officers, employees or agents that arise out of or in connection with any alleged or actual liability of whatsoever nature to any third party (including but not limited to any passenger(s), shipper, consignor or consignee), or suffered by TITAN, any of its servants or agents, the Aircraft or any other equipment of

TITAN, its servants or agents, if such Losses are caused by, arise from or are in connection with any breach of this Agreement by the Charterer or any negligent act or omission of the Charterer or any of its directors, officers, employees or agents or any passenger.

- 11.2 TITAN shall only be responsible to passengers for the provision of, or the cost of providing, any accommodation, refreshments or meals and for any additional costs, losses or damages incurred by or in respect of any passenger as a consequence of any denied boarding, cancellation, deviation, diversion or delay of any Flight if such responsibility is required pursuant to The Air Passenger Rights and Air Travel Organisers' Licensing (Amendment) (EU Exit) Regulations 2019, EC Regulation 261/2004 or any other applicable law. If TITAN is required by The Air Passenger Rights and Air Travel Organisers' Licensing (Amendment) (EU Exit) Regulations 2019, EC Regulation 261/2004, or any other applicable law to do so, TITAN shall provide such meals, surface transport and hotel accommodation as it may consider to be reasonably required. The Charterer shall indemnify and keep indemnified TITAN from and against any and all Losses (including legal costs) arising in respect of any passenger's rights or claims in the event of denied boarding, cancellation, deviation, diversion or delay of any Flight, whatsoever the cause.

## 12. **Performance**

- 12.1 TITAN shall be entitled, without giving any reason and without notice, to substitute any other aircraft from within its fleet for the Aircraft. Any substitute aircraft provided by TITAN shall have no fewer seats than the Aircraft unless otherwise agreed by the Charterer. If the Aircraft is unserviceable, TITAN may, at its option, sub-contract the performance of a Flight to another commercial air transport operator, or may cancel any affected Flight.
- 12.2 In the event that TITAN sub-contracts the performance of any Flight to another commercial air transport operator or substitutes any other aircraft for the Aircraft in accordance with Clause 12.1 above, the Charterer shall ensure that, as soon as reasonably practicable after it has been informed by TITAN of the sub-contract or substitution in question, all passengers affected thereby are similarly informed to the extent it is necessary to amend any information regarding aircraft operator or aircraft type previously communicated (whether by brochure or otherwise) to any such passenger.
- 12.3 If for any reason beyond its control TITAN is unable to operate the Aircraft to or from any airport specified in the Flight Schedule, TITAN may operate to or from any other airport within its reasonable discretion (which may include reducing the number of sectors on any Flight(s) if reasonably considered necessary by TITAN), and shall be deemed thereby to have complied with its obligations hereunder. TITAN shall use its reasonable endeavours promptly to notify the Charterer of such changes to the Flight Schedule. The Charterer will be responsible for any additional costs arising as a consequence of any alteration(s) in the routing of a Flight pursuant to this Clause 12.3.

- 12.4 If, in the circumstances set out in Clause 12.3, TITAN arranges a transfer service by alternative means of transport to be performed by independent operator(s), it shall be deemed to arrange such service as agent for the Charterer and the passengers and shall under no circumstances whatsoever be liable for any acts or omissions of such independent operator(s) who is/are not and shall not be deemed to be agent(s) or servant(s) of TITAN. The costs of such transfer service shall be the responsibility of and paid by the Charterer.
- 12.5 If the Flight Schedule cannot be performed by the Aircraft for more than fourteen (14) consecutive days because of a Force Majeure event, either Party may by notice in writing to the other Party terminate this Agreement, and the Charterer shall promptly pay TITAN for any costs and charges due under this Agreement.

13. **Total Loss**

In the event that the Aircraft suffers a total loss then, at TITAN's sole option, either:

- 13.1 TITAN shall use its reasonable endeavours to operate the applicable Flight(s) with a substitute aircraft (with no fewer seats than the Aircraft unless otherwise agreed by the Charterer) from within its fleet (subject to its own operational and commercial requirements) upon and subject to the same terms and conditions as those applicable to the Aircraft hereunder; or
- 13.2 this Agreement will terminate in respect of all future Flights in the Flight Schedule and neither TITAN nor the Charterer shall be liable to the other, save that such termination shall not release either Party from any liability already accrued under this Agreement.

14. **Sub-Contracts and Assignments**

- 14.1 TITAN shall be entitled to sub-contract or delegate any services required for the performance of its obligations hereunder (such as ground handling or fuelling), and any reference to TITAN shall include any person to whom any such obligations are sub-contracted or delegated.
- 14.2 The Charterer shall not be entitled to assign, sub-contract or delegate the performance of the whole or any part of its obligations hereunder except with the prior written agreement of TITAN.

15. **Confidentiality**

- 15.1 Each Party (which for this purpose will include each Party's employees, agents, representatives and advisors) undertakes that it shall not at any time during the Charter Period and for a period of two (2) years after termination of this Agreement disclose to any person any confidential information concerning the other Party's business, affairs, customers, clients or suppliers, or this Agreement (including but not limited to any reports, data or information furnished under this Agreement), except as permitted by Clause 15.2.

- 15.2 Each Party may disclose the other Party's confidential information:
- (a) to its employees, agents, representatives and advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Agreement. Each Party shall ensure that its employees, agents, representatives or advisers to whom it discloses the other Party's confidential information comply with Clauses 15.1 to 15.3; and
  - (b) as may be required by law, a court of competent jurisdiction or any regulatory or statutory authority.
- 15.3 Neither Party shall use the other Party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this Agreement.
- 15.4 The provisions of Clauses 15.1 to 15.3 shall not apply to any confidential information that:
- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving Party (including its agents, employees or representatives) in breach of this clause);
  - (b) was available to the receiving Party on a non-confidential basis before disclosure by the disclosing Party; or
  - (c) was, is or becomes available to the receiving Party on a non-confidential basis from a person who, to the receiving Party's knowledge, is not bound by a confidentiality agreement with the disclosing Party or otherwise prohibited from disclosing the information to the receiving Party.
- 15.5 Each Party will indemnify and hold the other Party harmless (and keep it indemnified and held harmless notwithstanding termination of this Agreement) against any and all Losses suffered by the other Party directly as a result of any breach by the indemnifying Party of any of the provisions of this Clause 15.
- 15.6 This Clause 15 shall survive the termination or expiry of this Agreement.

## 16. **Representations and Warranties**

Each Party hereby represents and warrants to the other Party on the date of this Agreement that:

- 16.1 it is duly organised and validly existing under the laws of the state of its incorporation and has full corporate power and authority to enter into this Agreement and to carry out the provisions hereof;
- 16.2 it is duly authorised to execute and deliver this Agreement and to perform its obligations hereunder, and the person executing this Agreement on its behalf has been duly authorised to do so by any necessary corporate action; and

16.3 this Agreement is a legal, binding and valid obligation on it and is enforceable in accordance with its terms save that enforceability may be limited by bankruptcy, fraudulent conveyance, insolvency and other laws affecting creditors' rights generally and by general equitable principles.

17. **Data Protection**

17.1 This Clause 17 sets out the framework for the sharing of personal data between the Parties as separate, not joint, controllers. For the purposes of this Clause 17, the terms "controller", "data subject", "personal data" and "processing" shall have the meaning given to them in the Data Protection Laws. "Data Receiver" means a Party to this Agreement when it receives Transferred Personal Data (as defined in Clause 17.2 below), directly or indirectly, from the other Party; "Data Discloser" means a Party to this Agreement when it discloses Transferred Personal Data, directly or indirectly, to the other Party.

17.2 The Parties acknowledge and agree that for the purposes of providing passenger names to TITAN for the operation of the Flights and for the provision of crew information to the Charterer ("Agreed Purposes") the Parties shall share between them personal data of crew and passengers, including but not limited to full names of passengers ("Transferred Personal Data"), only to the extent necessary for fulfilling the Agreed Purposes.

17.3 The Parties agree to only share between them and process Transferred Personal Data in accordance with Clause 17.2. Each Data Receiver shall ensure that it processes the Transferred Personal Data fairly and lawfully in accordance with this Clause 17.3 and the Data Protection Laws and on the basis of one or more of the legal grounds prescribed by the Data Protection Laws.

17.4 Neither Data Receiver shall disclose or transfer the Transferred Personal Data to a third party located outside the United Kingdom or the EEA unless it complies with Chapter V of the UK GDPR or the GDPR (as applicable) or such other manner as may be approved by the United Kingdom government or the European Commission (as applicable) from time to time.

17.5 Each Data Discloser shall, in respect of the Transferred Personal Data it transfers to the other Party pursuant to this Agreement, ensure that its privacy notices to the data subjects are clear and provide sufficient information in relation to the types of their personal data shared with the Data Receiver and the circumstances and purposes of such data sharing.

17.6 Each Data Receiver shall only retain Transferred Personal Data insofar as this is necessary to carry out the Agreed Purposes, or to the extent required thereafter by legal or regulatory requirements to which such Data Receiver is subject. Subject to the extent permitted by Data Protection Laws including that the relevant Party has a lawful basis for doing so, each Data Receiver shall securely destroy any Transferred Personal Data in accordance with the reasonable instructions of the Data Discloser on the earlier of the following circumstances:

- (a) on the expiry or termination of this Agreement;
  - (b) once processing of the Transferred Personal Data is no longer necessary for the Agreed Purposes or for any applicable legal or regulatory requirement.
- 17.7 Each Party warrants to the other that it has in place, and shall have in place for as long as it processes Transferred Personal Data, 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.
- 17.8 Each Party shall promptly notify any breach and/or potential breach or actual loss of the Transferred Personal Data to the other Party to enable the Parties to consider what action is required in order to resolve the issue in accordance with the applicable Data Protection Laws and guidance. The Parties agree to provide reasonable assistance as is necessary to each other to facilitate the handling of any data security breach or loss in an expeditious and compliant manner.
- 17.9 Each Party undertakes to the other that it shall respond to requests of data subjects exercising their rights in accordance with its policies and with applicable Data Protection Laws.
- 17.10 Each Data Discloser shall make reasonable efforts to ensure that all information provided to the Data Receiver is accurate, reasonable and complete, and undertakes to the Data Receiver to promptly correct any Transferred Personal Data if it becomes aware that it is inaccurate and notify the Data Receiver accordingly.
- 17.11 This Clause 17 shall survive termination of this Agreement.

18. **Miscellaneous**

- 18.1 This Agreement will be governed by and construed in accordance with the law of England and Wales and each of the Parties agrees to submit to the exclusive jurisdiction of the English courts with regard to any claim or matters arising under this Agreement.
- 18.2 The Charterer irrevocably and unconditionally:
- (a) agrees that if TITAN brings legal proceedings against it or its assets in relation to this Agreement, no immunity from the legal proceedings (which will be deemed to include without limitation, suit, attachment prior to judgement, other attachment, the obtaining of judgement, execution or other enforcement) will be claimed by or on behalf of itself or with respect of its assets;
  - (b) waives any right of immunity which it or its assets now has or may in the future acquire; and
  - (c) consents generally in respect of any such proceedings to the giving of any relief or the issue of any process in connection with the proceedings

including, without limitation, the making, enforcement or execution against any property (irrespective of its use or intended use) of any order or judgement which may be made or given in the proceedings.

- 18.3 All notices relating to this Agreement shall be in writing and in English and shall be given by personal delivery, post or email to the address given in the Flight Confirmation or to such other address as the recipient may have notified in writing to the Party giving notice (in accordance with this Clause 18.3). Notices shall be deemed to be received:
- (a) if posted, five (5) Business Days from the date of posting;
  - (b) if personally delivered, on delivery; and
  - (c) if sent by email, at the time of transmission (if sent prior to 5.30pm on a Business Day) or at 9.00am on the next Business Day after transmission (if sent after 5.30pm on a Business Day).
- 18.4 The Charterer and TITAN shall from time to time do and perform such other and further acts and execute and deliver any and all other and further instruments as may be required by law or reasonably requested by the other Party to establish, maintain and protect the respective rights and remedies of the other Party and carry out and effect the intent and purpose of this Agreement.
- 18.5 If any of the provisions of this Agreement becomes invalid, illegal or unenforceable in any respect under any law, the validity, legality and enforceability of the remaining provisions (including parts of the affected clause) shall not in any way be affected or impaired thereby.
- 18.6 No failure or delay on the part of TITAN or the Charterer in exercising any power of right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power preclude any other or further exercise of any such right or power.
- 18.7 This Agreement (including the Flight Confirmation) constitutes the entire agreement between the Parties in relation to its subject matter and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 18.8 Each Party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) made by or on behalf of the other Party in relation to the subject matter of this Agreement at any time before its signature (together “**Pre-Contractual Statements**”), other than those set out in this Agreement. Each Party waives all rights and remedies that might otherwise be available to it in relation to such Pre-Contractual Statements.

- 18.9 Nothing shall exclude or restrict the liability of either Party arising out of its fraudulent misrepresentation.
- 18.10 Except as provided herein, no person may enforce any of the terms, provisions or rights under this Agreement or shall have any third party rights of any kind.