

GCH Aviation Jet Operations & Aeromed Pacific Ltd

Terms and Conditions 2024

Introduction

1.1 This document sets out the terms and conditions ("Terms") upon which GCH Jet Operations Ltd and AeroMed Pacific Ltd ("GCH") shall provide Services and/or Goods and/or the Aircraft Hire Agreement ("AHA") to you ("Client").

1.2 These Terms apply to all flights and associated services that are conducted by or on behalf of GCH.

Laws and Regulations

2.1 The Client agrees to conduct the hire of the aircraft in accordance with GCH's Terms and Conditions, GCH's Air Operator Certificate, and the requirements of the New Zealand Civil Aviation Authority.

Health and Safety

3.1 GCH is committed to the health and safety of all passengers, staff, and associated personnel. The Pilot in Command has sole authority on all aspects of the charter to provide the safest environment. If a threat to health and safety is detected, the Pilot in Command may divert a flight, change the charter plan, cancel the charter, or refuse entry to individual passengers and/or their property.

Passenger Luggage

4.1 Passenger luggage may be limited for legal and safety reasons. The Client will be notified of the total baggage allowance per flight when a charter booking has been made.

4.2 Dangerous goods are strictly prohibited on the aircraft, including but not limited to:

- Firearms and ammunition
- Weapons of any kind
- Flammable materials
- Explosive materials
- Lithium-ion batteries exceeding 100wh
- Toxic or infectious substances
- Gases both flammable and non-flammable that are considered poisonous or explosive/flammable
- Oxidizers (e.g Nitrus Oxide) and organic oxidizers
- Radioactive materials
- Corrosive materials
- Any other goods that could be deemed dangerous.

4.3 Restricted items must be declared and either carried in person on board or stowed separately in the baggage compartment. Restricted items include, but are not limited to:

- Sharp objects including knives
- Sporting goods
- Tools (batteries must be kept separate and carried in the cabin)
- Replica weapons or toys of a similar nature
- Any other item that may be considered a flight risk if carried on board.

4.4 If passengers are uncertain whether their items are restricted or prohibited, they must inform staff as soon as practicable.

4.5 GCH has the right to refuse any luggage that is deemed hazardous to safety, does not meet legal requirements, or is oversized.

4.6 GCH will take reasonable precautions to ensure the protection of luggage and property but is not liable for any damage to passenger luggage or property.

Charter Acceptance and Charges

5.1 When a charter request has been made, GCH will generate a quote for the Client. The Client has 48 hours to accept the quote; otherwise, GCH reserves the right to amend or withdraw the charter.

5.2 Acceptance of the quote also signifies acceptance of these Terms and Conditions.

5.3 Any changes to the charter after the quote has been accepted are at the discretion of GCH and may incur extra charges and/or require a new quote. Change requests during a charter must be notified to GCH as soon as practicable.

5.4 All quotes will include, but not be limited to, flight time, landing fees, airways fees, handling fees, terminal fees, catering charges, repositioning costs, parking fees, hangar fees, and charges relating to personal requests.

5.5 Any additional services requested by the client and agreed upon by GCH, including but not limited to additional flight time, are payable by the client.

5.6 GCH reserves the right to utilize any empty capacity, including empty legs, the aircraft may have, before or after the period it is available to the client.

Payment

6.1 GCH does not offer credit terms. A 20% deposit is due at the time of accepting the quote. The remaining payment must be paid in full 14 days prior to departure.

6.2 Any other amounts payable under these Terms and Conditions, including cancellation fees, will be payable immediately upon issuance of the invoice.

6.3 All amounts paid under this agreement are to be paid by bank transfer or Credit Card. Credit Card payments incur an additional fee.

6.4 If invoices are not paid in full and on time, the Client will pay collection and/or collection

agency and/or legal fees, which may include additional fees or commissions charged by debt collecting firms, as well as actual legal costs and disbursements charged on a solicitor and own client basis.

6.5 In addition to the costs of recovery, the Client will pay penalty interest on any unpaid amount from the due date until payment in full at the rate of 24% per annum.

Cancellations and Changes to Charter Request

7.1 Cancellation within 24 hours of the charter will attract a 100% cancellation fee.

7.2 Cancellation within 48 hours of the charter will attract a 50% cancellation fee.

7.3 Cancellation outside within 72 hours of the charter may attract a 20% cancellation fee.

7.4 The cancellation fee may be waived, at the absolute discretion of GCH, in the case of the Customer rebooking the same or similarly quoted flight for another date.

7.5 Any changes to before it commences may be subject to additional fees and charges.

7.6 Any changes to a charter after it commences will be subject to additional fees and charges. All changes will be subject to pilot flight and duty times as per clause 9.1.

7.7 GCH shall endeavour to provide the Client with the agreed-upon aircraft for the charter. However, due to operational circumstances, GCH may need to substitute the original aircraft with a suitable replacement of similar category and capacity, based in New Zealand.

7.8 In the event of an AOG where a replacement aircraft is required, GCH will cover the cost of the replacement aircraft up to the value of the original charter fee.

7.9 If the cost of the replacement aircraft exceeds the value of the original charter fee, the Client shall be responsible for covering the additional cost. GCH will promptly inform the Client of any such additional charges and obtain the Client's consent before proceeding with the replacement aircraft.

7.10 GCH will make every reasonable effort to minimize any inconvenience caused by an AOG and will work closely with the Client to find a suitable alternative solution.

Client/Passenger Responsibilities

8.1 Passengers must arrive at the agreed meeting point at the agreed time (or time window) plus or minus 15 minutes. The Client/Passengers must make their best efforts to notify GCH if they cannot make their allocated time.

8.2 GCH reserves the right to pass on additional charges caused by Client/Passenger delay.

8.3 The Client/Passengers understand that GCH pilots are subject to duty time limits. If the delay of Passengers causes these time limits to be exceeded, the Client will be subject to all costs associated with that delay.

8.4 The names and contact details of all Passengers must be supplied to GCH as a flight manifest. These details will only be used in the event of an emergency and will not be passed on to third parties or used for commercial purposes except with the expressed written consent of the individuals.

8.5 All passengers are responsible for abiding by New Zealand Civil Aviation rules and associated regulations while on board. The captain holds absolute authority on board the aircraft, and all instructions and requirements must be adhered to by the passengers.

8.6 The Client will be responsible for any costs incurred by reason of diversion due to acts or omissions of the passengers, by any Force Majeure, or any other cause outside the control of GCH.

Pilot Duty Times

9.1 Under Civil Aviation Rules, pilots are required to meet certain flight and duty times. All accepted charters will have allowances for pilot flight and duty time to allow the charter to proceed. Should the Client make changes to their charter request at short notice, they will be subject to these flight and duty requirements. The Client will be notified if their change will be allowable and will be subject to charges as per clause 7.6.

Recreational Drugs, Smoking, and Vaping

10.1 The use of recreational drugs, smoking, and vaping are strictly prohibited onboard GCH flights. Any violation of this policy will attract penalties under the Civil Aviation Act 1990.

Indemnity

11.1 GCH indemnifies itself from any injury, loss, or death, and all accidents are covered by the Accident Compensation Corporation under the No-Fault clause in the Accident Compensation Act 2001.

Liability

12.1 The Client shall be liable for any costs associated with any breach of the terms and conditions of hire or any sum necessary to compensate GCH for its loss or damage as determined by GCH acting reasonably.

12.2 In no event will GCH be liable (whether in contract, tort, or negligence) to you for:

- Loss of profits or savings, loss of goodwill or opportunity, or wasted time; or
- Loss, damage, cost, or expense of any kind whatsoever which is indirect, consequential, or of a special nature, arising directly or indirectly from any Services or Goods supplied by GCH to you, even if we had been advised of the possibility of such loss, damage, cost, or expense.

12.3 To the extent allowed by law, our total liability under any claim of any nature arising directly or indirectly from any Service or Goods will not exceed the amount paid by you for that Service or Goods.

Termination

13.1 We may immediately terminate the agreement between us if GCH considers:

- You are in breach of these Terms and Conditions
- There is any threat to the health and safety of any of our staff or agents
- You are insolvent, bankrupt, in liquidation, unable to pay your debts, or otherwise an

unacceptable credit risk to us.

If we terminate our agreement, we will cease to undertake the Services, and all Fees incurred up to that time will immediately become payable.

Confidentiality

14.1 GCH understands and acknowledges that in providing services to the client, GCH and its staff may learn confidential information relating to the client and/or its passengers. GCH and its staff fully commit to providing full confidentiality of such information and shall not provide any information to third parties unless:

- Expressed written consent is provided by the client and/or passenger(s)
- In the event of an emergency (in which only relevant information will be provided)
- It is requested by the client or passengers to deliver appropriate services
- It is legally required by an appropriate authority
- To protect GCH's rights, property, and safety
- To protect the client and passenger(s) rights, property, and safety
- To protect the rights, property, and safety of others

Force Majeure

15.1 GCH will not be liable to you for any breach or failure to perform any of our obligations where such breach or failure is caused by anything beyond our reasonable control, including (with limitation) inability to obtain supplies, war, civil commotion, terrorism, strike, lockout, other industrial acts, suspension of air traffic, weather phenomena, volcanic activity, or other acts of God. Where practicable, GCH will consult with the Client before this clause is exercised.

Dispute Resolution

16.1 Any dispute or difference that may arise between the parties concerning the interpretation of these Terms and Conditions or relating to any other matter will be actively and in good faith negotiated by the parties with the intention of a speedy resolution.

16.2 If a resolution is not made within 10 working days of any such dispute arising, GCH will, without prejudice, seek to resolve disputes by means of an independent mediator agreed upon by both parties.

16.3 Should the parties not resolve any disputes arising through mediation, the dispute shall be referred to an arbitral tribunal. This process shall take place in Christchurch, New Zealand.

General

17.1 These Terms and Conditions do not allow any person who is not a party to enforce any of its provisions.

17.2 We may amend these Terms and Conditions from time to time. The current Terms and Conditions are available on our website www.gchjetops.com

17.3 This agreement is governed by the laws of New Zealand, and any dispute under it shall be subject to the exclusive jurisdiction of the Courts of New Zealand.

By accepting the quote and proceeding with the charter, the Client acknowledges and agrees to abide by these Terms and Conditions.