



GCH AVIATION JET OPERATIONS – TERMS AND CONDITIONS OF TRADE

Terms and Conditions effective from 15 April 2025

1. Introduction

- 1.1. This document sets out the terms and conditions ("**Terms**") upon which GCH Jet Operations Limited ("**GCH**") agrees to provide a private jet charter service ("**Services**") to you ("**Client**"). These Terms apply to all flights and associated services that are conducted by or on behalf of GCH for the Client unless GCH expressly agrees otherwise. By issuing a Charter Request or accepting a Quote for Services, the Client acknowledges and agrees to these Terms.
- 1.2. The Client acknowledges that the aircraft offered by GCH for Services may not be owned or operated by GCH. GCH may subcontract any of its obligations under these Terms, including by engaging another aircraft operator ("**Operator**") to provide the use of their aircraft and crew and to provide some or all of the Services on behalf of GCH. To avoid doubt, these Terms apply to all Services the subject of a Quote whether or not the relevant aircraft is owned or operated by GCH or its subcontracted Operator.

2. Services

GCH agrees to provide the Services, and the Client agrees to conduct the charter of the aircraft, in accordance with these Terms, GCH's (or the relevant Operator's) Air Operator Certificate, the requirements of the New Zealand Civil Aviation Authority ("**CAA**") and/or any other applicable aviation authority in the jurisdiction where the aircraft is registered or operating ("**Aviation Authority**"), and all applicable laws and legal requirements including the Civil Aviation Act 2023 ("**CAA Act**") and other civil aviation legislation.

3. Charter Request and Charges

- 3.1. The Client may request Services from GCH ("**Charter Request**") by notifying GCH of:
 - (a) the requested date and time of travel;
 - (b) the intended departure and arrival points;
 - (c) any aircraft preference from GCH's fleet; and
 - (d) any requested additional or ancillary services.
- 3.2. GCH will use commercially reasonable endeavours to accommodate any Charter Request but the Client acknowledges that its preferences and requests may not be able to be met and GCH may accept or reject any Charter Request in whole or in part. GCH will issue the Client a quote for that part of a Charter Request offered by GCH ("**Quote**").
- 3.3. GCH's charges for the Services shall be the Company's prevailing rates for such Services from time to time, or as otherwise set out in a Quote issued by the Company.
- 3.4. GCH may withdraw a Quote before it is accepted and, in any event, a Quote will lapse, without notice, 48 hours after it is given (or as otherwise stated in the Quote).

- 3.5. Unless otherwise agreed in writing, GCH's charges are exclusive of:
- (a) any applicable value added tax (including goods and services tax chargeable under the Goods and Services Tax 1985); and
 - (b) any cost, charge, expense, surcharge, duty, tax, levy, penalty or fine levied by any airport or airfield or competent authority in connection with the Services (together with GCH's handling and administration fee in relation to such amounts),
- each of which is payable by the Customer in addition to the charges.
- 3.6. Any requested additions or changes to the Services after a Quote has been accepted may be accepted or rejected, in whole or in part, at the discretion of GCH (and/or the appointed Operator or pilot-in-command if such addition or change is requested after arrival at the relevant departure point) and may incur extra charges and/or require a new Quote. Change requests must be notified to GCH as soon as practicable. The Client acknowledges that change requests are subject to safety, legal and operational considerations, including compliance with pilot flight and duty time restrictions under applicable civil aviation rules.
- 3.7. GCH may use or sell any unutilised aircraft capacity during the course of the Services at GCH's discretion without notice or recourse to the Client, provided that such use does not adversely impact on the provision of the Services.

4. Payment Terms

- 4.1. Each invoice issued by GCH in relation to the Service is payable by the Client in full, in the invoiced currency, without any set-off, counterclaim, deduction or withholding whatsoever, by the due date specified on the invoice.
- 4.2. Unless agreed otherwise in writing by GCH:
- (a) a 20% deposit is due immediately upon the invoice being issued by GCH; and
 - (b) the remaining balance must be paid in full no less than 14 days prior to the commencement of Services (or on issue of the invoice if less than 14 days prior to departure).
- Payment in full of all charges is required prior to commencement of Services and aircraft departure, unless GCH expressly agrees otherwise.
- 4.3. Any other amounts payable under these Terms, including cancellation or change fees, will be payable immediately upon issue of an invoice by GCH.
- 4.4. If any amount is not paid when due then, without prejudice to any other rights or remedies available to GCH:
- (a) the Client will pay interest on any unpaid amount on a daily basis from the due date until payment in full at the rate of 15% per annum;
 - (b) the Client will be responsible for all costs (including legal costs on a solicitor/client basis) incurred by GCH in recovering such monies; and
 - (c) GCH may suspend or cancel any Services.
- 4.5. All amounts payable under these Terms are to be paid by bank transfer or credit card. Credit card payments incur an additional fee.

5. Cancellations and Aircraft Changes

- 5.1. The following cancellation policy will apply to the Services:
- (a) cancellation by the Client within 24 hours of the commencement of Services/schedule departure (including a failure to arrive at the departure point within 30 minutes of the notified cut-off time) will attract a 100% cancellation fee;

- (b) cancellation by the Client within 48 hours of the commencement of Services/schedule departure will attract a 50% cancellation fee; and
 - (c) cancellation at any other time after Quote acceptance may attract a 20% cancellation fee.
- 5.2. The cancellation fee may be waived in whole or in part at the absolute discretion of GCH if the Client re-books the same or similarly quoted flight for another date, provided that incurred and unrecoverable costs will remain payable by the Client.
- 5.3. GCH will use commercially reasonable endeavours to perform the Services with the Quoted aircraft. However, the Client acknowledges that the Quoted aircraft may be unavailable (including due to safety, legal compliance, urgent maintenance requirements or operational circumstances). In such circumstances, GCH:
 - (a) will provide the Client with as much notice as reasonably practicable;
 - (b) will use commercially reasonable endeavours to avoid or minimise any disruption or inconvenience to the Client;
 - (c) may substitute the quoted aircraft with a suitable replacement of similar category and capacity (as determined by GCH);
 - (d) may cancel or reschedule the Services if GCH is unable to provide a suitable replacement.
- 5.4. In the event a replacement aircraft is required from another Operator, GCH will cover the cost of the replacement aircraft up to the value of the Quoted charges for the Quoted aircraft. GCH will promptly inform the Client of the change, the replacement aircraft and any additional charges for the replacement aircraft ("**Replacement Charter**").
- 5.5. The Client must either accept or decline the Replacement Charter within 24 hours of receipt of GCH's notice under clause 5.4. If the Client accepts the Replacement Charter, the Client will pay any additional charges set out GCH's notice in accordance with clause 4.3. If the Client declines the Replacement Charter, the Services will be deemed to be cancelled without liability for either party.
- 5.6. If the Services are cancelled under clause 5.3 or 5.5, GCH will provide the Client with a credit of the charges received for such cancelled Services and apply that credit toward any rebooking of the Services. If the Client does not wish to re-book the Services, GCH will refund the charges received for the cancelled Services.

6. Passenger Luggage

- 6.1. The Client will ensure that all passenger baggage presented for carriage as part of the Services complies with all GCH, Operator, Aviation Authority and legal requirements, including any weight or dimension limits. GCH (and/or the appointed Operator or pilot-in-command) may reject any baggage if they consider, in their discretion, that baggage does not comply with any relevant requirements. The Client will provide any documentary evidence reasonably required by GCH to evidence compliance of any baggage with any applicable requirements.
- 6.2. Dangerous goods are strictly prohibited on the aircraft, including but not limited to:
 - (a) firearms and ammunition;
 - (b) weapons of any kind;
 - (c) flammable materials;
 - (d) explosive materials;
 - (e) lithium-ion batteries exceeding 100wh;
 - (f) toxic or infectious substances;

- (g) gases both flammable and non-flammable that are considered poisonous or explosive/flammable;
 - (h) oxidizers (e.g. Nitrus Oxide) and organic oxidizers;
 - (i) radioactive materials;
 - (j) corrosive materials; and
 - (k) any other goods that could be deemed dangerous or are listed as prohibited items on the CAA website (or other published requirements of the relevant Aviation Authority).
- 6.3. Restricted items must be declared to GCH (or appointed Operator) personnel prior to boarding and either carried in person on board or stowed separately in the baggage compartment. Restricted items include, but are not limited to:
- (a) sharp objects including knives;
 - (b) sporting goods;
 - (c) tools (batteries must be kept separate and carried in the cabin);
 - (d) replica weapons or toys of a similar nature; and
 - (e) any other item that may be considered a risk to the aircraft, staff or passengers if carried on board.
- 6.4. If passengers are uncertain whether their items are restricted or prohibited or otherwise permitted to be carried onboard the aircraft, they must inform GCH (or appointed Operator) staff as soon as practicable.

7. Client/Passenger Responsibilities and Inflight Conduct

- 7.1. The Client must ensure all passengers (as that term is defined in the applicable civil aviation legislation) for the Services strictly comply with these Terms. The Client is responsible and liable for all acts and omissions of all passengers.

Prior to departure

- 7.2. All passengers (and baggage) must arrive at the meeting point, at the time (or time window), notified by GCH prior to departure. The Client must notify GCH of any actual or anticipated delay or impediment in meeting such arrival requirements. Clause 3.6 (changes) or clause 5.1 (cancellation) may apply if the arrival requirements are not met.
- 7.3. The names and contact details of all passengers must be supplied to GCH on request prior to the commencement of Services for the flight manifest. All passengers must present on request and prior to departure an acceptable form of identification matching the passenger information provided to GCH (and, where applicable, passed on by GCH to the appointed Operator). Acceptable forms of identification include:
- (a) a current/valid Passport (required for flights into or out of New Zealand);
 - (b) New Zealand driver's license; or
 - (c) New Zealand 18+ card.
- 7.4. All passengers must comply with all applicable Aviation Authority (and GCH or the appointed Operator) inflight conduct rules and associated regulations while on board the aircraft. The pilot-in-command holds absolute authority on board the aircraft, and all instructions and requirements must be adhered to by all passengers. The use of recreational drugs, smoking, and vaping are strictly prohibited onboard flights. Any violation of this policy will attract additional charges (including fines and penalties under the applicable civil aviation legislation).
- 7.5. GCH (or the appointed Operator) may at any time refuse to carry any passenger (or suspend

or cancel the Services (including returning to the departure point or any other airport or airfield after departure) if GCH (or the appointed Operator or pilot-in-command) reasonably determines that passenger:

- (a) is not a listed passenger on the passenger manifest supplied to GCH;
- (b) does not hold or present valid travel documents;
- (c) has failed to comply with these Terms or any applicable legal requirements (including applicable civil aviation legislation; Aviation Authority, immigration or customs requirements) or GCH (and appointed Operator) health, safety or security requirements;
- (d) their actions or behaviour may disrupt or endanger a flight, other passengers, GCH personnel or aircraft or ground handling crew, including as a result of conduct, capacity or impairment from alcohol or drugs or a failure to observe or follow instructions; or
- (e) or the Client, is a person or entity (i) subject to a travel prohibition, or with whom dealings are restricted or prohibited, by any applicable sanctions laws, regulations or orders or any governmental or regulatory official or authority; or (ii) located, organised or resident in a country or territory with which dealings are broadly restricted, prohibited, or made sanctionable under any applicable laws, including the Crimea Region of Ukraine, Cuba, Iran, North Korea, Russia and Syria.

7.6. The Client is not entitled to any refund of the charges and will pay any additional costs (including fines and penalties) incurred by GCH if an event referred to in clause 7.5 occurs, including the costs of replacement pilot(s) and crew if such event causes pilot flight and duty time restrictions under applicable civil aviation legislation to be exceeded.

Health and Safety

- 7.7. GCH is committed to the health and safety of all passengers, crew and other personnel.
- 7.8. Notwithstanding any other provision in these Terms, the pilot-in-command has sole authority to take all reasonably practicable steps to provide a safe environment. If the pilot-in-command considers any threat to health or safety has or may arise, they may divert the aircraft, change the flight plan, suspend or cancel the Services, or refuse entry to individual passengers and/or their baggage.

8. Routes and Disruptions

8.1. The Services will be operated on such routes and flight plans as determined by GCH (or the appointed Operator) and the pilot-in-command. GCH will use commercially reasonable endeavours to operate the Services in accordance with any timeframe indicated on the Quote, but the Customer acknowledges that timeframe is an estimate only and delays, route changes or diversions may arise including due to:

- (a) Client or passenger acts or omissions;
- (b) any technical, weather or emergency requirements affecting the aircraft; or
- (c) any Force Majeure (as defined in clause 10),

8.2. Except to the extent of any liability GCH may have under mandatorily applicable law, GCH will not be liable and the Client will be responsible for any additional costs or charges arising as a result of any delay, route change or diversion for any reason outside GCH's control. GCH recommends that the Client and/or its passengers arrange travel insurance to cover any delays, diversions or cancellations.

9. Entering another country

9.1. If the Client and/or passengers are travelling to or from a country other than New Zealand, the

Client and its passengers are wholly responsible for applying for and obtaining all visas and other documentation required for travel to or from that country prior to departure. GCH will notify the Client of its understanding of the relevant requirements and GCH may provide assistance in obtaining relevant documentation.

- 9.2. GCH makes no representations about the safety, security or general state of any destination, and the Client and its passengers should research the destination prior to departure.
- 9.3. The Client must provide all travel documentation relating to all passengers (and, if applicable, baggage) to GCH on request prior to the commencement of Services, including passport details, visas and other documents required to travel to, from or through all relevant countries.
- 9.4. If the Client or any passengers are denied entry into another country, the Client will pay GCH the cost to remove all relevant persons from that country, plus any further costs (including any fines or penalties) GCH incurs from any failure by the Client (or any passenger) to comply with that country's laws (or the requirements of any governmental or regulatory official or authority). GCH will not provide a refund of any charges if entry to a country is denied.
- 9.5. The Client will and ensure all passengers will agree to security checks and baggage inspections from any governmental or regulatory official or authority in connection with the Services. GCH has no liability whatsoever in relation to any such inspection (or otherwise in connection with any act or omission of any governmental or regulatory official or authority).

10. Force Majeure

To the maximum extent permitted by applicable law, GCH will not be liable, and the Customer will not be entitled to cancel any Services, for any delay or failure by GCH to perform its obligations under these Terms, or for any loss or damage, caused by any event or circumstance beyond GCH's (or the appointed Operator's) reasonable control (including but not limited to fire, accident, earthquake, terrorism, suspension of air traffic, volcanic activity, flood, drought, adverse weather conditions, crime, war, sabotage, civil commotion, pandemic, epidemic, strike, lockout or labour dispute, curtailment, reduction in or cessation of supplies of Services from any of GCH's sources of supply, compliance with any law or legal requirement or acts or omissions by governmental or regulatory authorities) ("**Force Majeure**").

11. Liability

- 11.1. GCH's liability in connection with the Services shall be limited as follows:
 - (a) in respect of loss or damage to baggage during domestic travel within New Zealand, if and to the extent that Part 5, Subpart 1 (*carriage of goods*) of the Contract and Commercial Law Act 2017 applies to the Services, the Services are undertaken on the basis of "at limited carrier's risk" as defined in that Act;
 - (b) If and to the extent that the CAA Act or any other legislation or international convention is compulsorily applicable to the Services, GCH's liability is determined in accordance with that legislation or that convention and these Terms shall be read as subject to such legislation or convention and nothing in these Terms shall be construed as a surrender by GCH of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation or convention and if any part of these Terms is held to be repugnant to such legislation or convention to any extent such part shall be over-ridden to that extent and no further;
 - (c) in all other respects, GCH's liability is limited to physical loss or damage to property caused by GCH's negligence and GCH's liability is limited to the amount paid by the Client for the relevant Services.
- 11.2. To the maximum extent permitted by applicable law, in no event will GCH be liable (whether

in contract, tort, or negligence) in connection with the Services for:

- (a) loss of profits or savings, loss of goodwill or opportunity or other economic loss; or
 - (b) loss, damage, cost, or expense of any kind whatsoever which is indirect, consequential, or of a special nature, even if GCH had been advised of the possibility of such loss, damage, cost, or expense; or
 - (c) Force Majeure.
- 11.3. The Client must take all reasonable steps to avoid or mitigate any loss, damage or liability that might give rise to any claim under these Terms. GCH will not be liable for any loss, damage or liability that could have been avoided by the Client or which arises from any failure by the Client (or any passenger) to comply with its obligations under these Terms.
- 11.4. If the Consumer Guarantees Act 1993 (NZ) ("**CGA**") applies, these Terms shall be read subject to the Client's rights under the CGA. Where the Client is in trade and the Charter is supplied and acquired in trade, the Client agrees that none of the rights and remedies under the CGA will apply.
- 11.5. The Client will indemnify and hold harmless GCH from and against all claims, actions, demands, losses, costs, liabilities and expenses (including legal costs on a solicitor-client basis) suffered or incurred by GCH arising out of or in connection with any:
- (a) breach of these Terms by the Client (or any passenger); or
 - (b) property damage caused by any act or omission of the Client (or any passenger).

12. Privacy

- 12.1. GCH understands and acknowledges that in providing Services to the Client, GCH, appointed Operators and their respective staff may learn confidential information relating to the Client and/or its passengers. GCH will ensure full confidentiality of such information and shall not (and ensure that the appointed Operators and its staff shall not) provide any information to third parties unless:
- (a) express written consent is provided by the Client and/or passenger(s);
 - (b) in the event of an emergency (in which only relevant information will be provided);
 - (c) disclosure is requested by the Client or passengers or reasonably required to perform the Services or to protect GCH's rights or property or the safety of any person or property; or
 - (d) disclosure is legally required or requested by any competent authority.
- 12.2. Personal information will only be used or disclosed for the purposes of the Services or for the reasons referred to in clause 12.1 (including providing information to governmental or regulatory authorities as required by law or on request by that authority). Personal information will not otherwise be passed on to other third parties or used for commercial purposes except with the express written consent of the individuals. GCH will otherwise hold and deal with personal information in accordance with GCH's Privacy Policy available here <https://gchaviation.com/wp-content/uploads/2024/05/Digital-Media-Policy.pdf> and as amended from time to time.
- 12.3. The Client will procure all necessary consents from passengers to permit the disclosure and use of personal information by or on behalf of GCH in accordance with these Terms.

13. Dispute Resolution

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

- 13.2. 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 in accordance with the Mediation Protocol of the Arbitrators' and Mediators' Institute of New Zealand Inc.
- 13.3. Should the parties not resolve any disputes arising through mediation within 15 working days of the mediator's appointment (or if a party fails or refuses to attend mediation at the time and venue determined by the mediator), the dispute shall be referred to an arbitrator appointed in accordance with the provisions of the Arbitration Act 1996 ("**Arbitration Act**"). The arbitration process shall be conducted in Christchurch, New Zealand in accordance with the provisions of the Arbitration Act.

14. General

- 14.1. These Terms and Conditions do not allow any person who is not a party to enforce any of its provisions.
- 14.2. GCH may amend these Terms from time to time. Any such variation will be effective from the date published on GCH's website at www.gchjetops.com. By requesting or continuing to request, any Services after such effective date, the Client accepts and agrees to be bound by such variation.
- 14.3. These Terms, together with the relevant Quote and invoice, constitute the entire agreement between the parties for the supply of the Services and supersede and exclude any previous representation, agreement, arrangement or correspondence on the matter, any terms or documents submitted by the Client and any terms implied by trade, custom, practice or course of dealing.
- 14.4. Nothing in these Terms shall create, or be deemed to create, a partnership, agency, fiduciary or joint venture relationship between the parties.
- 14.5. The Client may not assign or transfer any of its rights or obligations under these Terms without the prior written consent of GCH (not to be unreasonably withheld or delayed).
- 14.6. A failure or delay in enforcing compliance with any term of these Terms shall not be a waiver of that or any other provision of these Terms.
- 14.7. If any provision of these Terms, or any part of these Terms, is found to be illegal, invalid or unenforceable the remaining provisions, or the remainder of the provision concerned, shall continue in effect.
- 14.8. These Terms are governed by the laws of New Zealand, and the parties irrevocably submit to the exclusive jurisdiction of the Courts of New Zealand.