

## AIR BUSINESS GLOBAL EVENT LOGISTICS

### TERMS & CONDITIONS

#### 1. DEFINITIONS

In these Terms and Conditions:

**“Air Business”** means Air Business Limited, registered in England and Wales with company number 01977067.

**“Charges”** the charges payable by the Customer for the supply of the Services in accordance with these Conditions.

**“Conditions”** means these standard terms and conditions.

**“Consignment”** means goods in bulk or contained in one parcel, package or container, or a number of separate parcels, packages or containers sent at any one time in one load for the Customer from one address to another address.

**“Confidential Information”** information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, clients, suppliers, products, affairs and finances of either party for the time being confidential and trade secrets including, without limitation, technical data and know-how or any of their suppliers, customers, clients, agents, distributors, shareholders, management or business contacts, whether or not such information (if in anything other than oral form) is marked confidential.

**“Contract”** means the Contract for the provision of the Services in accordance with these Conditions.

**“Customer”** means the party requesting Air Business to provide the Services.

**“Event Organiser”** means the party who owns the rights to or is organising the Exhibition.

**“Exhibition”** means an exhibition or other event in respect of which Services are to be provided.

**“Goods”** means the goods (or any part of them) to be delivered pursuant to the Services.

**“Intellectual Property Rights”** means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for renewals or extensions of such rights and all similar or equivalent rights or forms of protection in any part of the world.

**“Services”** means

- (i) the provision by Air Business of freight and customers services (including provision of vehicles, storage facilities, and personnel) for the carriage, storage or movement of goods on behalf of the Customer; and
- (ii) such other related services as Air Business and the Customer may agree in writing is or are to be provided.

**“Specification”** means the description or specification for Services, if any, agreed between the parties and attached to these Conditions in relation to an Exhibition and which shall form part of the Contract.

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.

A reference to “writing” or “written” includes email, but not fax. Such other definitions as are included in the text.

## **2. PROVISION OF THE SERVICES**

- 2.1. Air Business will supply the Services in accordance with these Conditions. These Conditions apply to the Contract to the exclusion of any terms that the Customer seeks to impose or incorporate, or which are implied by law, trade, custom, practice or course of dealing.
- 2.2. The Contract shall only be deemed to be accepted when Air Business issues written acceptance of it, at which point and on which date the Contract shall come into existence.
- 2.3. Unless specified to the contrary in writing by Air Business, Air Business shall act as the agent of the Customer and all contracts relating to the Services shall be entered into directly between the Customer and the other party.
- 2.4. The Customer acknowledges that if additional services are requested by the Customer, in addition to those services that have already been quoted, that those additional services shall be carried out at an additional agreed cost, and subject to the same terms and conditions as the original quote.
- 2.5. Commencement of the Services by Air Business shall be deemed acceptance of any quotation given by Air Business by the Customer, whether in writing or given verbally.
- 2.6. Air Business reserves the right to amend the Services if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and Air Business shall notify the Customer in any such event.
- 2.7. Air Business warrants to the Customer that the Services will be provided using reasonable care and skill.
- 2.8. Air Business shall use reasonable endeavours to meet any performance dates for the Services, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 2.9. Any samples, drawings, or advertising issued by Air Business and any descriptions or illustrations contained on Air Business' website or in brochures are published for the sole purpose of giving an approximation of the Services. They shall not form part of the Contract nor have any contractual force.
- 2.10. Air Business may operate as a freight forwarder in respect of the Services, or as agent of the Customer subject to the agreement of the parties. Air Business shall only be obliged to provide as principal contractor or agent the Services set out in the Contract.

## **3. FREIGHT**

- 3.1. Where Air Business provides freight Services the following terms shall apply:
  - 3.1.1. The Customer warrants that it has the right to transport and store the Goods which will be the subject of the Services and that it is entitled to arrange for the despatch of such Goods.
  - 3.1.2. Subject to applicable laws, the Customer appoints and authorises Air Business to act as its direct representative in connection with any and all of Air Business's dealings with Her Majesty's Revenue & Customs or other locally equivalent Customs Authorities ("the Customs Authorities") for and on behalf of the Customer whether under the Contract or otherwise.
  - 3.1.3. If the Customer does not provide the information required, Air Business shall not be obliged to submit any customs declaration and shall not be liable for any such failure whether arising under the Contract or in tort (including negligence or breach of statutory duty) or otherwise.
  - 3.1.4. Notwithstanding Clause 6.1 and Clause 9, payment of any duty, value added tax or other equivalent taxes is the responsibility of the Customer and the Customer will at all times indemnify and keep Air Business indemnified from and against any duty, value added tax or other equivalent taxes payable to the relevant authorities in respect of the Goods.
- 3.2. Where an export licence is required for the Goods:
  - 3.2.1. The Customer shall inform Air Business of the name and nature of the licence required as soon as possible and in any event prior to the commencement of the Services;
  - 3.2.2. the Customer is solely responsible for obtaining any necessary export licence and will indemnify Air Business against any losses, liabilities, duty, penalty, fine or expense including legal fees resulting from the Customer's failure to obtain any necessary export licence; and
  - 3.2.3. in no circumstances will Air Business be obliged to provide any export licence on behalf of the Customer or prepare or submit any customs declaration for the Goods without an export licence.

## **4. AIR BUSINESS ACTING AS AGENT FOR THE CUSTOMER**

- 4.1. Where Air Business acts as agent for the Customer in accordance with Clauses 2.10 and 2.3 the following provisions shall apply:-
  - 4.1.1. Air Business is authorized to take any actions required or related to obtaining the Services for the Customer. This includes entering into contracts on behalf of the Customer and making binding commitments on behalf of the Customer.
  - 4.1.2. Air Business shall be entitled to retain all commission paid to it as a result of acting as agent for Air Business.
- 4.2. Where Air Business acts as a booking agent of the Customer, if Air Business as agent of the Customer makes any bookings for courier services, Air Business shall have no liability in respect of the same and the Customer acknowledges that its sole recourse is to the courier company concerned.

## **5. CUSTOMER'S WARRANTIES AND REPRESENTATIONS**

- 5.1. The Customer warrants and represents to Air Business that:
  - 5.1.1. It is either the owner or the authorised agent of the owner of the goods or the organiser of an Exhibition, in each case with the authority of the owner to accept these Conditions on the owner's behalf.
  - 5.1.2. If it is provided in the Specification that Air Business is to be responsible for loading or unloading of any exhibit, stand or other item at or for an Exhibition, the Customer warrants that:-
    - 5.1.2.1. it shall give to Air Business all necessary instructions in writing regarding the procedures to be followed in respect of the assembly or disassembly;
    - 5.1.2.2. the facilities at the Exhibition will be of a sufficient standard to allow Air Business to complete the loading/unloading/assembly and/or disassembly within the time limits set out in the Specification.
  - 5.1.3. If the packaging of the Consignment has been undertaken by a party other than Air Business the Customer warrants that:-
    - 5.1.3.1. the Consignment will be safely, securely and properly packed and labelled and will be fit and safe to be carried or stored and comply with all statutory or other regulations for carriage by road, air or sea and for mechanical handling and sorting as maybe in force from time to time;
    - 5.1.3.2. it shall make a complete written declaration of the nature and contents of the Consignment and in particular (but without limitation) will declare whether the Consignment contains any noxious, dangerous, hazardous, infested, contaminated, fragile goods, ITAR regulated items or items of a military nature (including "dual-use" items) and provide any relevant instructions. Air Business shall always retain the right to refuse to move, handle or store such goods.
- 5.2. The Customer warrants and undertakes that all information provided to Air Business will be accurate in all respects and agrees to indemnify Air Business against any losses, liabilities, duty, penalty, fine or expense including legal fees, resulting from any inaccuracy, incomplete statement, omission or any failure to make timely presentation.
- 5.3. The Customer warrants that all information and documentation supplied by it to Air Business including VAT details of the Customer and any consignee will be accurate and complete in all respects and will not omit any material facts.
- 5.4. The Customer acknowledges that in entering into the Contract, Air Business is entitled to rely on the accuracy and completeness of the information supplied by the Customer, including any Specification.

## **6. CUSTOMER'S OBLIGATIONS**

- 6.1. If the Consignment is to be imported or exported, the Customer shall use best endeavours to ensure that all necessary import/export regulations have been complied with and shall provide to Air Business all necessary documentation relating to the Consignment, including without limitation all documentation and information (including the VAT details of the Customer and any consignee) that Air Business may reasonably request.
- 6.2. Unless agreed in writing by Air Business, Air Business is not responsible for any fulfilment of customs formalities on behalf of the Customer or paying any costs of fees incurred in respect of customs formalities. To the extent that Air Business may voluntarily assist at the request of the Customer in the fulfilment of customs formalities, including the use of Air Business' partner's temporary import bond facility (subject to availability), such

assistance will be performed at the sole risk and responsibility of the Customer, who shall reimburse any costs incurred by Air Business and indemnify the Air Business against, and hold it harmless from any claims in respect thereof, if not paid by the consignee or other person.

- 6.3. Air Business is not responsible for the packaging of any consignment, but if in any individual case Air Business agrees to provide suitable packaging this will be provided solely at the cost of the Customer.
- 6.4. The Customer hereby indemnifies Air Business at all times against all penalties, claims, costs, damages, expenses and losses howsoever arising in respect of the carriage or storage of any noxious, dangerous, hazardous, infested, contaminated or fragile goods whether or not the Consignment is declared as such.
- 6.5. The Customer indemnifies Air Business against all penalties, claims, costs, damages, expenses and loss howsoever arising from the breach by the Customer of any warranty or representation given by the Customer in these Conditions.
- 6.6. It is the Customer's responsibility to provide or arrange for the provision of all plant power or labour required while Air Business is at the Customer's premises to load or unload the Consignment. Air Business shall have no liability for any act or omission of the Customer's employees or Agents. Notwithstanding this clause, Air Business may at the Customer's request provide plant or labour at an additional cost.
- 6.7. While at an Exhibition, to the extent agreed in writing by Air Business and subject to Air Business' reasonable expenses, Air Business shall, upon request, provide reasonable labour services and supply reasonable equipment for unloading the Consignment.
- 6.8. It is the Customer's responsibility that each Consignment is properly and securely packaged, fit for transportation and in accordance with all relevant rules and regulations of the origin and destination countries and in accordance with industry standard carrier requirements.
- 6.9. The Customer must declare to Air Business if any items of freight to be shipped are covered under the International Traffic in Arms Regulations (ITAR) or similar rules or regulations.
- 6.10. If Air Business' performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer, or failure by the Customer to perform any relevant obligation (a "Customer Default"):
  - 6.10.1. Without limiting or affecting any other right or remedy available to it, Air Business shall have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations in each case to the extent that the Customer Default prevents or delays Air Business' performance of any of its obligations;
  - 6.10.2. Air Business shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Air Business' failure or delay to perform any of its obligations as set out in this Clause 6.10; and
  - 6.10.3. The Customer shall reimburse Air Business on written demand for any costs or losses sustained or incurred by Air Business arising directly or indirectly from the Customer Default.
- 6.11. Advice or information, in whatever form it may be given, is provided by Air Business for the Customer only. The Customer shall indemnify Air Business against all loss and damage suffered as a consequence of passing such advice or information on to a third party.

## **7. INSPECTION OF CONSIGNMENT BY AIR BUSINESS**

- 7.1. Air Business shall have the right to undertake all reasonable inspections of the Consignment prior to or during loading, unloading or during transit. Such inspections may include without limitation physical inspection of the goods and inspection by electronic methods including x-ray.
- 7.2. Should the Customer consider it reasonably likely that any inspection of the Consignment risks damaging or causing loss to the Consignment, the Customer shall inform Air Business without delay. Air Business shall have no liability for any loss or damage arising from the failure of the Customer to comply with this requirement.

## **8. PRICE AND PAYMENT**

- 8.1. All amounts stated to be payable under the Contract are stated as exclusive of any VAT and any other similar duties, levies or taxes (if applicable) which shall be added to the Charges if properly payable at the prevailing rate (as applicable).
- 8.2. The Customer shall pay the Charges plus applicable value added tax in accordance with the payment schedule set out in the Contract, in the absence of a payment schedule, payment shall be due on the date of invoice.

Payment shall be made without deduction and shall not be withheld or deferred on account of any claim, counterclaim or set-off. Import duties (if any), VAT, shipping costs and other related charges are payable by the Customer in advance of Air Business having to make payment of the same. Time for payment shall be of essence.

- 8.3. If the Customer fails to make any payment on its due date then without prejudice to any other right or remedy available to Air Business, Air Business shall be entitled to:
- 8.3.1. suspend the provision of any further Services to the Customer
  - 8.3.2. charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of Air Business's weighted cost of capital per annum until payment is made in full.
- 8.4. In the event that Air Business is delayed at any premises at which it is to provide any of the Services in excess of 1 hour through no fault of Air Business, it may charge the Customer its reasonable additional charges in respect of such delay.
- 8.5. Air Business shall issue charges in the currency agreed in the Contract. If no such currency is agreed, the default currency for invoices shall be pounds sterling (GBP). Accordingly, services invoiced in a currency (other than pounds sterling (GBP)) at the client's request are based on exchange rates in force at the time of invoice and are liable to reasonable surcharge in the event of fluctuation in currency exchange rates.
- 8.6. The Customer is responsible for the payment of all duties and taxes payable in respect of the Consignment or any part of it. The Customer shall indemnify and keep indemnified Air Business from and against any claims in respect of the same, including in respect of any fines or interest payable.
- 8.7. The Customer shall pay all fees applicable from the published event tariff for services rendered, unless such services fall outside those listed in the event tariff, in which case Air Business shall provide a quote for such additional services.
- 8.8. If any withholding of tax (meaning any tax, import, impost, charge or fee of a similar nature) is required for any payment due by the Customer to Air Business under the Contract, the Customer shall, when making the payment to which the withholding or deduction relates, pay to Air Business such additional amount as will ensure that Air Business receives the same total amount that it would have received if not such withholding or deduction had been required.

## **9. REVIEW OF CHARGES**

- 9.1. Air Business will have the right to revise the charges at any time in respect of cost movements which are outside Air Business's control, including but not limited to those relating to or arising from (i) Fuel prices, (ii) peak season surcharges (iii) the consequences of changes in duties, taxation, legislation and transport tolls or fines; and (iv) material changes in the specification scope or profile of the operation required by the Customer from the specification, profile or scope.

## **10. LIMITATION OF LIABILITY**

- 10.1. Neither party limits its liability for:
- 10.1.1. death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors; or
  - 10.1.2. fraud by it or its employees; or
  - 10.1.3. any other act or omission, liability for which may not be legally limited.
- 10.2. Air Business liability in respect of the Goods shall be strictly limited in the case of loss or damage arising from:
- 10.2.1. UK domestic road transportation shall be covered by Road Haulage Association Limited Conditions of Carriage 1998 during the provision of the Services at the rate of £1,300 per tonne; and
  - 10.2.2. per kilo of the gross weight of the Goods; Goods, equipment or stands moved within Exhibitions shall be subject to a maximum liability of £1300 per tonne.
- 10.3. Air Business shall not be liable for any delay in providing the Services.
- 10.4. In the event that a legally binding international convention, to which Air Business is or becomes subject, shall conflict with the limitations of liability contained in this Clause 10, then to the degree that they conflict, the limitations of liability in the binding international convention shall apply.
- 10.5. Notwithstanding any other provision in the Contract, Air Business shall not be liable to the Customer under any circumstances for any direct or indirect loss or damage, economic loss, loss of sales or business, loss of profit,

future revenue, reputation, goodwill, anticipated savings or any consequential loss of whatever nature and howsoever caused.

- 10.6. Subject to Clause 10.1, Air Business's total aggregate liability, whether arising from tort (including negligence), indemnity, warranty, breach of contract or otherwise under or in connection with the Contract shall in no event exceed 5% of sum total of Charges actually received by Air Business from time to time, or £50,000, whichever is the lower.
- 10.7. Air Business's liability under these Conditions shall be in lieu of any warranty or conditions implied by law as to the quality or fitness for any purpose of the Services.
- 10.8. Air Business reserves the right to refuse the carriage of any goods provided by the Customer at its sole discretion.
- 10.9. Any claim brought by the Customer must be made in writing to Air Business, served in accordance with these Conditions, within 7 days of delivery of the Consignment.
- 10.10. The Customer shall indemnify Air Business against all duties, taxes, payments, fines, expenses, losses, damages (including physical damage) and liabilities in excess of the liability of Air Business in accordance with these Conditions, suffered or incurred by Air Business in the performance of its obligations under any contract to which these Conditions apply, including any liability to indemnify any other person against claims made against such other person by the Customer or by the owner of the Goods.
- 10.11. No insurance will be effected except upon express instructions given in writing by the Customer and all insurances effected by Air Business are subject to the usual exceptions and conditions of the policies of the insurance company or underwriters taking the risk. Air Business shall not be under any obligation to effect any separate insurance on each Consignment, but may arrange for cover of the Consignment on any open or general policy taken out by Air Business. Notwithstanding that the premium on the policy may not be the same as that charged by Air Business to the Customer, Air Business shall in no circumstances incur liability as insurer, and if for any reason the insurers dispute liability the Customer shall have recourse against the insurers only. This provision shall not apply where the Customer incurs loss as a result of fraud on the part of Air Business.
- 10.12. The Customer shall be responsible at all times for the security of the Consignment including at an Exhibition. Air Business shall have no responsibility or liability for any Consignments left unattended by the Customer at an Exhibition.
- 10.13. The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3,4 and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.
- 10.14. References to "liability" in this Clause 10 include every kind of liability arising under or in connection with the Contract including liability in contract, tort (including negligence), misrepresentation, restitution, or otherwise.

## **11. UNDELIVERED OR UNCLAIMED GOODS**

- 11.1. Air Business reserves its lien on all Goods and documents relating to Goods in its possession, custody or control for all sums due at any time to Air Business from the Customer and/or the owner of the Goods, on any account whatsoever, whether relating to Goods belonging to, or Services provided by or on behalf of, Air Business to the Customer.
- 11.2. If Air Business is unable to deliver the Goods (or any part of them) Air Business shall be entitled to store the Goods or any part of them at the sole risk and expense of the Customer. Air Business shall give written notice ("the Notice") to the Customer advising the Customer that it has the Goods and, should the Customer be unable to facilitate delivery of the Goods, advising the Customer of the location where the Goods may be collected.
- 11.3. If the Customer falls to take delivery of the goods or provide alternative delivery or disposal instructions within 28 days of service of the Notice, Air Business shall have the right to sell the undelivered Goods as if it were the absolute owner of them and to pass unencumbered title to the purchaser of such Goods.
- 11.4. Air Business shall be entitled to deduct from the proceeds of any sale pursuant to clause 10.3:
- 11.4.1. any outstanding costs incurred by Air Business in providing the Services;
  - 11.4.2. any interest accrued on fees or invoices for the Services;
  - 11.4.3. any other costs associated with the failure to deliver the goods (including but not limited to costs of storage or redelivery);
  - 11.4.4. all reasonable costs and expenses incurred in relation to the sale of the Goods;
  - 11.4.5. VAT, where applicable.
- 11.5. After the deduction of all sums under Clause 11.4, should there be any net proceeds arising from sale of the Goods, Air Business will promptly remit such proceeds to the Customer.

## **12. INTELLECTUAL PROPERTY RIGHTS**

- 12.1. The Customer warrants and represents to Air Business that it owns the Intellectual Property relevant for the supply by the Customer of the Goods to Air Business pursuant to and in accordance with the Contract, and that its supply of goods to Air Business is not subject to any industrial or intellectual property rights belonging to a non-consenting third party or that any such consent as may be required has been obtained by the Customer from the third party in question.
- 12.2. The Customer grants to Air Business a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify any materials provided by the Customer to Air Business for the term of the Contract for the purpose of providing the Services to the Customer.
- 12.3. If any allegation is made or any claim asserted against Air Business or any person claiming title from or through Air Business that the use of the Customer's Intellectual Property Rights in the performance of the Services constitutes a violation or infringement of any Intellectual Property Rights held by a third party, the Customer will immediately indemnify Air Business and hold Air Business harmless from and against any and all loss and damage (including without limitation all costs and expenses) arising directly or indirectly out of such allegation or claim, howsoever caused.
- 12.4. All Intellectual Property Rights belonging to Air Business shall remain the exclusive property of Air Business, and the Customer shall not use any Air Business Intellectual Property Rights without the express consent of Air Business. Any consent shall be personal to the Client and shall only be used within the scope and time expressly consented to by Air Business.
- 12.5. All Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any materials provided by the Customer) shall be owned by the Air Business.

## **13. CONFIDENTIAL INFORMATION**

- 13.1. Except to the extent set out in this Clause 13, or where disclosure is expressly permitted elsewhere in the Contract, each party shall:
  - 13.1.1. treat the other party's Confidential Information confidential; and
  - 13.1.2. not disclose the other party's Confidential Information to any other person without the owner's prior written consent.
- 13.2. The Customer and Air Business shall (save as required by law or in order to fulfil their respective obligations under the Contract) keep secret and confidential all information relating to the affairs of the other received or obtained as a result of the operation of the Contract provided that (without prejudice to the foregoing) either party shall be entitled to pass on such information to its employees or Sub-contractors where reasonably necessary to enable such party properly to perform the Contract. Air Business shall also be entitled to make necessary disclosures to other Air Business group entities and third parties such as auditors, financial and legal advisors, and to actual and prospective providers of financing.
- 13.3. Clause 13.1 shall not apply to the extent that:
  - 13.3.1. such information was in the possession of the party making the disclosure, without obligation of confidentiality, prior to its disclosure; or
  - 13.3.2. such information was obtained from a third without obligation of confidentiality; or
  - 13.3.3. such information was already in the public domain at the time of disclosure otherwise than through a breach of the Contract.
- 13.4. The provisions of this Clause 13 shall survive termination of the Contract.

## **14. TERMINATION**

- 14.1. Either Party shall have the right to terminate the Contract by not less than one month's notice in writing if the other Party commits any material breach of the terms set out or referred to in the Contract and fails to remedy such breach (if capable of remedy) within 15 days after receiving notice in writing from the other Party requiring such breach to be remedied.

- 14.2. Either Party shall have the right to terminate the Contract with immediate effect on written notice to the other Party if that other Party is insolvent, has an order made or passes a resolution for winding up or has a receiver, administrative receiver or administrator appointed.
- 14.3. Air Business may terminate the Contract by serving upon the Customer not less than 7 days written notice if payment of any of its invoices is overdue by 7 days or more.
- 14.4. Upon termination of the Contract, the Customer shall immediately pay to Air Business all of Air Business' outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has been submitted, Air Business shall submit an invoice, which shall be payable by the Customer immediately on receipt.

## **15. FORCE MAJEURE**

- 15.1. The Parties will be relieved of their obligations under the Contract to the extent that their performance is prevented or delayed by, or their non-performance results wholly or partly from any event or circumstance beyond their reasonable control including (but not limited to):
  - 15.1.1. the act or omission of the other Party or its agent;
  - 15.1.2. strikes, lockouts or other labour disputes;
  - 15.1.3. general shortage and unavailability of labour fuel or materials;
  - 15.1.4. riots, civil commotion or acts of terrorism (or threats thereof);
  - 15.1.5. impact by aircraft or missiles;
  - 15.1.6. pandemic, threat of pandemic or any other threat of similar nature;
  - 15.1.7. fire, flood, exceptional conditions which render travelling impracticable or impossible; or
  - 15.1.8. any act of war.
- 15.2. If either Party is prevented from performing its obligations under the Contract by any of the events or circumstances set Contract in Clause 15.1 for a continuous period of eight weeks or more, either Party shall be entitled to terminate the Contract if it so chooses by seven days written notice to the other.

## **16. VARIATION**

Except as set out in these Conditions, no variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

## **17. WAIVER**

- 17.1. A waiver of any right or remedy under the Contract or by law is only effective if given in writing by an authorised representative and shall not be deemed a waiver of any subsequent breach or default.
- 17.2. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

## **18. RIGHTS AND REMEDIES**

Except as expressly provided in the Contract, the rights and remedies provided under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

## **19. SEVERANCE**

- 19.1. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause 19 shall not affect the validity and enforceability of the rest of the Contract.
- 19.2. If any provision or part-provision of the Contract is invalid, illegal or unenforceable, the parties shall negotiate in good faith to amend such provision so that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the intended commercial result of the original provision.



## **20. ASSIGNMENT**

- 20.1. Air Business may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract.
- 20.2. The Customer shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Air Business.

## **21. THIRD PARTY RIGHTS**

A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

## **22. NOTICES**

- 22.1. Any notice or other communication required to be given under the Agreement, shall be in writing and shall be delivered personally, or sent by pre-paid post or recorded delivery or by commercial courier, to the address of the Party set out in the Agreement or as otherwise specified by the relevant party by notice in writing to each other party. Any notice or other communication shall be deemed to have been duly received:
  - 22.1.1. if delivered personally, when left at the address referred to in this Clause 22;
  - 22.1.2. if sent by commercial courier, on the date and at the time of signature of the courier's delivery receipt; or
  - 22.1.3. if sent by pre-paid post or recorded delivery, 9.00 am on the second working day after posting.

## **23. RELATIONSHIP BETWEEN THE PARTIES**

- 23.1. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party (save as provided for in Clauses 2.10, 2.3 and 4, inclusive), or authorise any party to make or enter into any commitments for or on behalf of any other party, except where expressly set out above.
- 23.2. Each party confirms it is acting on its own behalf and not for the benefit of any other person.
- 23.3. No agent or employee other than a director or secretary of Air Business has authority to make any representation or give any warranty about Air Business's business or services. Any representation made or warranty given by Air Business's directors or secretary shall not be binding unless and until confirmed in writing.

## **24. ENTIRE AGREEMENT**

- 24.1. The Contract (together with all of the other documents to be entered into pursuant to it) sets out the entire agreement and understanding between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 24.2. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.

## **25. GOVERNING LAW AND JURISDICTION**

- 25.1. The Contract and any disputes or claims arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 25.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes or claims).