

MODUS PRIVATE JETS LTD

Passenger Charter - General Terms and Conditions (Broker Services)

Company Details

Modus Private Jets Ltd is a private company limited by shares, registered in England & Wales (No. 13000008).

Registered Office: 4th Floor, Silverstream House, 45 Fitzroy Street, London, W1T 6EB.

PRELIMINARY NOTICES

Carriage is performed by independent operating air carriers and may be governed by the Warsaw and/or Montreal Conventions and EU/UK regimes (including EU/UK 2027/97 as amended by 889/2002 and EU/UK 261/2004) where applicable. Mandatory regimes prevail.

1. DEFINITIONS

Agreement: these General Terms and Conditions together with any Charter Contract, quote, schedule or annex issued by Modus Private Jets Ltd ("Broker").

Aircraft: the aircraft (or suitable substitute) used for a Flight by the operating air carrier ("Carrier").

Charter Contract: the booking confirmation/itinerary issued by Broker that sets out the flights, dates, pricing and any special conditions.

Charter Price: the price stated in the Charter Contract for the itinerary.

Client/Charterer: the person or entity purchasing brokerage services from Broker.

Flight: each flight sector described in a Charter Contract.

Force Majeure: any event beyond a party's reasonable control (including but not limited to: severe weather; strikes/industrial action; war/terrorism; riot/civil commotion; closure of airspace/airports; ATC/slot restrictions; governmental action; sanctions; disease outbreaks; changes of law; requisition or detention; or failure of third-party suppliers).

Traffic Documents: passenger tickets, baggage checks, air waybills and other documents required by law or by the Carrier.

Working Day: a day other than Saturday, Sunday or a public holiday in England.

2. BROKER STATUS AND SERVICES

2.1 Broker acts solely as an air charter broker. Broker is not a carrier or operator of aircraft and does not undertake carriage as a common carrier. Carriage is provided by the Carrier, which has exclusive responsibility for operation, maintenance, safety, crew and control of the Aircraft.

2.2 Broker will source and arrange charter services in accordance with the Client's requirements and applicable law. Carriage is subject to the Carrier's conditions of carriage and applicable Traffic Documents.

2.3 Captain's discretion. The captain has complete discretion as to preparation and operation of the Aircraft, loading, routing, whether a Flight is undertaken or continued, diversion and landing. All such decisions are final.

3. CHARTER PRICE, TAXES AND SURCHARGES

3.1 Unless the Charter Contract states otherwise, the Charter Price includes fuel, standard crew,

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standard water/catering, routine handling/parking, landing/ATC and standard security/head fees.

3.2 All other costs are for Client's account, including without limitation: de-icing/anti-icing; hangarage; crew overnights/hotac; Wi-Fi/data; special catering; ground transport; VIP lounge; fuel or war-risk surcharges; security charges; royalties/non-objection fees; and any out-of-hours, permit or slot fees.

3.3 Prices are based on prevailing fuel, exchange rates and third-party charges and may be subject to Carrier surcharges (including fuel, insurance or currency). VAT/sales taxes/APD and other government taxes/charges are payable by Client in addition.

3.4 If the Client requests changes to dates, routing, schedule, aircraft or services after confirmation, any increase in price or fees is payable by Client.

4. PAYMENT

4.1 Time of payment is of the essence. Amounts due under the Charter Contract must be received in cleared funds by the due dates stated; otherwise Broker may cancel without liability and pass on any Carrier cancellation charges.

4.2 Where withholding or deductions are required by law, Client shall gross-up so that Broker receives the full amounts due. Late sums accrue simple interest at 8% per annum above the Bank of England base rate from due date until paid.

4.3 Security deposits or card pre-authorisations may be required for incidentals.

5. TRAFFIC DOCUMENTS AND EMBARKATION

5.1 Client must provide accurate passenger information in time for permits/clearances. Passengers must hold valid passports, visas, health and immigration documents. Denied boarding/entry, fines and related costs are the Client's responsibility.

5.2 Passengers must comply with check-in/cut-off times notified by Broker/Carrier. Late arrival may result in delay or no-show; additional costs are payable by Client.

6. FLIGHT CANCELLATION, DELAY AND DISRUPTION

6.1 If a Flight is delayed, diverted or cancelled due to Client/passenger act or omission (including no-shows or missing documents), Client is responsible for all resulting costs and any increased charges.

6.2 Where disruption is caused by Carrier or third-party factors (including technical, weather, ATC, slots, crew duty or permits), Broker will act on a reasonable efforts basis to facilitate re-scheduling or a substitute aircraft. Any additional cost of a substitute not covered by the original Charter Price is payable by Client unless otherwise agreed.

6.3 The Client may cancel a Flight by notice in writing to Broker at any time prior to departure, subject to the cancellation terms set out in the Charter Contract. For the avoidance of doubt, the Charter Contract and/or Carrier terms govern the applicable cancellation charges.

6.4 Force Majeure. Neither party is liable for failure or delay caused by Force Majeure. If performance is prevented, the parties will cooperate in good faith to re-schedule; Client remains responsible for third-party costs already incurred.

7. AIRCRAFT AND CREW

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7.1 The captain has complete discretion regarding loading, weight/balance and operational safety, and may refuse carriage, divert, or discontinue a Flight. The Client accepts such decisions as final.

7.2 Ground/operating personnel (including cabin staff) are authorised to take instructions only from the Carrier unless otherwise agreed by the Carrier in writing.

7.3 Subject to the Carrier's conditions of carriage, if a passenger's conduct, behaviour or health is deemed by the captain to jeopardise safety or cause nuisance, the captain may take any action necessary including diversion or removal. Client shall indemnify Broker for losses/costs arising from such action.

8. LIABILITY AND INDEMNITY

8.1 Broker's liability. Broker's aggregate liability to Client arising out of or in connection with brokerage services (whether in contract, tort including negligence, statute or otherwise) is limited to the brokerage fee actually retained by Broker for the affected Charter Contract. Broker is not liable for Carrier acts/omissions or any indirect, special or consequential loss (including loss of profit, business or reputation). Nothing limits liability for death/personal injury caused by negligence, fraud or other liability that cannot lawfully be limited.

8.2 Client indemnity. Client shall indemnify Broker against claims, losses, costs and liabilities arising from Client/passenger acts or omissions, breach of law or carriage of prohibited items.

8.3 Broker is not an air carrier, aircraft operator or agent of the Carrier and does not undertake carriage as a common carrier.

9. COMPLIANCE AND SANCTIONS

Client warrants compliance with all applicable laws (aviation security, export control, sanctions including UK/EU/US, anti-bribery, anti-money-laundering, data protection). Broker and/or the Carrier may refuse carriage or cancel any Flight where performance would breach sanctions or law. Resulting costs are for Client's account.

10. DATA PROTECTION (UK GDPR/GDPR)

Each party will comply with applicable data protection law. Broker processes personal data as a controller to arrange carriage and meet legal obligations (including API/PNR). Broker's privacy notice is available on request. Client will provide passengers with appropriate privacy information and obtain any required consents for sharing data with Broker, Carrier, airports and authorities.

11. CREDIT NOTE (GOODWILL CREDIT)

11.1 Non-refundable bookings. Where a Charter Contract or quote expressly states "non-refundable," no refund is due on Client cancellation.

11.2 Discretionary credit. Any credit offered by Broker in lieu of a non-refundable booking is discretionary, issued as a Broker Credit Note and is not a refund.

11.3 Terms of credit. Unless the Credit Note states otherwise, any credit: (a) is non-refundable and non-transferable; (b) applies to charter price only (taxes/fees/incidentals excluded); (c) may be restricted to a specified aircraft type or itinerary; (d) must be used (booking confirmed) within the validity period printed on the Credit Note; (e) is subject to aircraft/market availability at the time of

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re-booking; (f) applies to one charter itinerary unless the Credit Note expressly allows split use; and (g) any unused balance on expiry lapses. Replacement itineraries are priced at then-current market rates; no cash redemption.

12. MISCELLANEOUS

12.1 Notices. Formal notices must be in writing and delivered by hand, courier or email to the addresses stated in the Charter Contract.

12.2 Entire agreement. The Charter Contract together with these terms form the entire agreement for the relevant booking.

12.3 Variation. No variation is effective unless signed by authorised signatories (email acceptance is sufficient for minor operational changes).

12.4 Assignment. Client may not assign without Broker's written consent.

12.5 Third-party rights. No person other than the parties has rights under the Contracts (Rights of Third Parties) Act 1999.

12.6 Severability and waiver. If any term is invalid, the remainder remains enforceable. No delay or failure to exercise rights is a waiver.

12.7 Law and jurisdiction. This Agreement is governed by English law and the English courts have exclusive jurisdiction. On request, Client shall provide an address for service in England & Wales.

12.8 Counterparts and e-signatures. This Agreement and any Charter Contract/variation may be executed in counterparts and by electronic signature.

ADMIN DETAILS

Company: Modus Private Jets Ltd (Company No. 13000008)

Registered office: 4th Floor, Silverstream House, 45 Fitzroy Street, London, W1T 6EB

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