

Agreement Number: [Document.SeqNumber]

AIRCRAFT HIRE AGREEMENT

Made between:

FLEXIFLY AIRCRAFT HIRE LIMITED ("the Owner"),
whose registered office is 20 Cranley Road, Hersham, Walton-on-Thames, Surrey, KT12 5BP

And

[Customer's Name] ("the Customer"),
whose address is [Customer's Address]

And together referred to as "the Parties"

WHEREAS

- (1) the Owner is the registered owner of a Pilatus PC12 aircraft with manufacturer's serial number 1275 and registration mark G-FLXI ("an Aircraft", "that Aircraft" or "the Aircraft Concerned")
- (2) the Customer wishes to hire one of the Aircraft from the Owner for his own private or business use and has provided the Owner with his proposed flying itinerary for the proposed Hire Period

IT IS HEREBY AGREED as follows:

1. The Owner agrees to make one of the Aircraft available to the Customer for hire and the Customer agrees to take one of the Aircraft on hire from the Owner, in each case on the terms set out herein.
2. The Customer shall hire one of the Aircraft from the Owner from [Time from] hours on [Date from] until [Time to] hours on [Date to] ("the Hire Period"). For these purposes (and unless otherwise agreed in writing):
 - (1) One of the Aircraft will be made available to the Customer at [Pick up Airport] at the commencement of the Hire Period, fuelled appropriately.
 - (2) The Customer shall return that Aircraft (i.e. the Aircraft Concerned) to the Owner at [Drop off Airport] by no later than the end of the Hire Period, with that Aircraft in the same condition as it was when made available to the Customer.

3. At all times during the Hire Period the Customer shall have exclusive possession of the Aircraft Concerned and may determine where and when it flies (subject to the qualifications contained in paragraphs 8 and 16 below).
4. The Owner warrants that as at the commencement of the Hire Period the Aircraft Concerned holds a valid EASA certificate of airworthiness, is maintained in an airworthy condition and to an EASA Part-145 standard, and meets the instrument, data and equipment requirements of Part-NCO of the EASA Air Operations Regulation (in each case as now in force in UK Law post-Brexit)..
5. The Customer may only use the Aircraft Concerned for the purposes of private or business use and agrees, and warrants, that he will not at any time carry any passengers or cargo on the Aircraft Concerned in exchange for any given or promised valuable consideration.
6. At all times during the Hire Period the Customer shall be the Operator of the Aircraft Concerned within the meaning of the UK Air Navigation Order (as then in force), namely the person during that period with management of that Aircraft. As Operator, it shall be the responsibility of the Customer:
 - (1) To ensure that the Aircraft Concerned is inspected as necessary and continues to be maintained in an airworthy condition throughout the Hire Period
 - (2) To ensure that the log books for the Aircraft concerned are kept fully up to date in the Hire Period and submitted electronically to the Owner within an hour of the end of the Hire Period using the electronic platform specified by the Owner.
 - (3) To ensure that the Aircraft concerned is only piloted by competent, qualified and suitably experienced flight crew in respect of any flights undertaken during the Hire Period, and to engage such flight crew as are necessary for this purpose.
 - (4) To ensure that the Aircraft Concerned is operated at all times in compliance with Part-NCO.
7. All flight crew used by the Customer to pilot the Aircraft concerned during the Hire Period must:
 - (1) At the minimum (a) hold a valid and useable UK Commercial Pilot Licence and Instrument Rating; and (b) have a total of at least 1500 flying hours total time, including a minimum of 250 hours on turbine aircraft and 150 hours on PC12 aircraft.

- (2) Be approved by the Owner before they are permitted to pilot the Aircraft concerned.
 - (3) Sign before the commencement of the Hire Period the Pilot Services Agreement shown in Appendix 1 duly completed in respect of the Hire Period.
8. The commander of the Aircraft Concerned during the Hire Period (as selected by the Customer) shall be responsible for the safe performance of any flights undertaken during that period, and shall have absolute discretion in all matters concerning the preparation of that Aircraft for flight, the load carried and its distribution, the decision whether or not a flight shall be undertaken, the route to be flown and any deviation therefrom, the time and place where landings should be made and all other matters relating to the operation of that Aircraft; and the Customer shall accept all such decisions of the commander as final and binding.
9. The Customer shall be responsible for, and indemnify the Owner against, any and all costs, fees, charges, expenses and taxes incurred in relation to the use of the Aircraft concerned at all times during the Hire Period (of any nature whatsoever and howsoever incurred). However, the Owner shall be responsible for meeting the cost of all fuel and lubricants required in order for that Aircraft to be flown during the Hire Period.
10. The Customer agrees to indemnify the Owner against any deliberate damage to the Aircraft Concerned occurring during the Hire Period, and for the costs of it being refuelled to the same level as at the start of the Hire Period if and to the extent that the Customer does not comply with paragraph 2(2) above.
11. The Customer shall comply and shall procure that all flight crew used and any passengers carried on the Aircraft Concerned during the Hire Period shall comply with all applicable customs, police, public health, immigration and lawful regulation of any State to, from or over with that Aircraft is to be flown during the Hire Period.
12. The Owner warrants that it holds aircraft hull, hull war and legal liability to third parties, passengers/passenger baggage and personal articles insurance cover in respect of the Aircraft, the insurance period for which includes the Hire Period.
13. The Owner undertakes to seek the agreement of the insurers of the aforesaid cover for the Customer to be made an additional insured in respect of that insurance cover (for his own rights and interests) for the duration of the Hire Period, and to communicate to the Customer any agreement given.
14. It is a condition precedent to the Owner making the Aircraft Concerned available to the Customer that the insurers of the aforesaid policy have first agreed to the Customer

being added to the aforesaid insurance as an additional insured.

15. It is a further condition of this Agreement (made in order to comply with the aforesaid insurance policy) that both of the requirements set out in paragraph 7 above must be met in respect of all flight crew engaged and/or to be used by the Customer to pilot the Aircraft concerned during the Hire Period.
16. The Customer further agrees, and warrants, that he will ensure that:
 - (1) The Aircraft Concerned will not be flown outside the geographical limits contained in the aforesaid insurance policy at any time during the Hire Period (details of which are available from the Owner on request).
 - (2) The Aircraft Concerned will not be used for any illegal purpose during the Hire Period.
 - (3) That at all times during the Hire Period all air navigation and airworthiness orders and requirements issued by any competent authority affecting the safe operation of the Aircraft Concerned will be complied with.
17. In consideration for his right to use the Aircraft Concerned for the Hire Period, the Customer agrees to pay to the Owner [Total Price] and in the event that the Customer flies that Aircraft outside the proposed flying itinerary that he has provided also £1,650.00 per hour for all additional flying of that Aircraft (and the pro rata amount for any period of less than one flying hour), calculated on the basis as is or should be recorded in all applicable log books
18. For the avoidance of doubt, the Customer is not permitted to use the Aircraft Concerned following the expiry of the Hire Period save with the express written agreement of the Owner and on the terms of any such further agreement.
19. The Customer shall pay to the Owner all sums due to it pursuant to this Agreement (by way of payment or indemnity) by no later than 28 days after the presentation of an invoice for the same by the Owner. Such payment shall be made as directed in the invoice.
20. This Agreement and any dispute of any nature whatsoever in anyway arising out of or related to it shall be governed by the laws of England and Wales.
21. It agreed that the courts of England and Wales shall have exclusive jurisdiction in relation to any dispute of any nature whatsoever concerning or in any way arising out of or

related to this Agreement, and both Parties hereby irrevocably and unconditionally agree to submit to the jurisdiction of the courts of England and Wales for these purposes.

22.

This Agreement constitutes the entire agreement between the Owner and the Customer in relation to the hire of the Aircraft Concerned to the Customer by the Owner, and overrides all previous proposals, agreements and written and oral communications relating to the subject matter of this Agreement.

23.

The Parties agree that the terms of this Agreement are not enforceable by any third party under the Contracts (Rights of Third Parties) Act 1999.

24.

Each party acknowledges that in entering into this Agreement they have not relied on any express or implied representation or other assurance or commitment of a nature whatsoever (except those set out herein) made by or on behalf of the other party before this Agreement was entered into.

25.

Except as required by statute, no terms are to be implied into this Agreement (whether by custom, usage or otherwise).

26.

This Agreement may be signed in any number of counterparts, each of which, when signed, shall be an original and all of which together evidence the same agreement.

27.

This Agreement may only be amended by an agreement made in writing and signed by both Parties.

This Agreement is made on 21/06/24

For and on behalf of FLEXIFLY AIRCRAFT HIRE LIMITED ("the Owner")

| | |
|----------|--------------------------|
| Signed: | |
| Name: | Mr William Ernest Graham |
| Position | Director |
| Date | |

For and behalf of [Customer's Name] ("the Customer")

| | |
|----------|--|
| Signed: | |
| Name: | |
| Position | |
| Date | |

APPENDIX 1

Agreement Number: {Document.SeqNumber}

PILOT SERVICES AGREEMENT (Specimen only)

CLAUSES

1. Interpretation
2. Commencement and term
3. Supply of services
4. Customer's obligations, representations and warranties
5. No Employment
6. Charges and payment
7. Limitation of liability
8. Insurance
9. Termination
10. General

SCHEDULES

- 1 Services
- 2 Charges

Agreed terms

1. This Contract is made up of the following:
 - (a) The Contract Details.
 - (b) The Conditions.
 - (c) The Schedules specified in the Contract Details.
2. If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

This Contract has been entered into on the date stated at the beginning of it.

Clauses

1. **Interpretation**

1.1 Definitions:

Aircraft: the aircraft identified in the Contract Details.

Aircraft Hire Agreement: the agreement between the Customer and the Owner for the hire of the Aircraft and as documented under the Aircraft Hire Booking Reference.

Aircraft Hire Booking Reference: the reference number set out in the Contract Details being evidence as to the existence of the Aircraft Hire Agreement.

Business Day: a day other than a Saturday, Sunday or public holiday in the United Kingdom.

Charges: the charges payable by the Customer for the supply of the Services by the Pilot, as set out in the Contract Details and Schedule 2.

Conditions: these terms and conditions set out in clause 1 (Interpretation) to clause 10 (General) (inclusive).

Contract: the contract between the Customer and the Pilot for the supply of the Services in accordance with the Contract Details, these Conditions and any Schedules.

Hire Period: the duration of the hire of the Aircraft as defined in the Aircraft Hire Agreement

Owner: means Flexifly Aircraft Hire Limited.

Services: the services to be provided by the Pilot pursuant to the Contract, as described in Schedule 1.

Services Start Date: the day on which the Pilot is to start provision of the Services, as set out in the Contract Details.

Services Termination Date: the day upon which the Pilot will stop the provision of the Services, as set out in the Contract Details.

1.2 Interpretation:

- (a) A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision includes any subordinate legislation made from time to time under that statute or statutory provision.
- (b) 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.

- (c) A reference to writing or written includes fax and email.

2. Commencement and term

The Contract shall commence on the date when it has been signed by both parties and shall continue until the Services Termination Date, unless terminated earlier in accordance with its terms.

3. Supply of services

3.1 The Pilot shall supply the Services to the Customer from the Services Start Date in accordance with the Contract.

3.2 In performing the Services the Pilot time is of the essence as to any performance dates or deadlines specified in or arising from Schedule 1.

3.3 In supplying the Services, the Pilot shall:

- (a) perform the Services with the highest level of care, skill and diligence in accordance with best practice in the Pilot's industry, profession or trade;
- (b) co-operate with the Customer in all matters relating to the Services, and subject always to clause 3.5 below, comply with all instructions of the Customer;
- (c) ensure that it obtains, and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require, and which are necessary to enable it to comply with its obligations in the Contract;
- (d) provide all equipment, tools, vehicles and other items required to provide the Services;
- (e) comply with all applicable customs, police, public health, immigration or other lawful regulations, laws or statutes, in force from time to time in any country, state or province to, from or over which the Aircraft is to be flown during the Hire Period.
- (f) observe all health and safety rules and regulations and any other reasonable security requirements that apply from time to time and are notified to the Pilot;
- (g) not do or omit to do anything which may cause the Customer or Owner to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business;

- (h) ensure that the respective Aircraft log books are kept fully up to date in the Hire Period and submitted electronically to the Owner within an hour of the end of the Hire Period using the electronic platform specified by the Owner.

3.4 Without prejudice to clause 3.3(c) above, the Pilot also warrants that:

- (a) They hold a valid and useable UK Commercial Pilot licence and Instrument Rating for operating the Aircraft;
- (b) They have a total of at least 1500 flying hours, including;
 - (i) A minimum of 250 hours on turbine aircraft; and
 - (ii) A minimum of 150 hours on PC12 aircraft.

3.5 The Pilot of the Aircraft shall be responsible for the safe performance of any flights undertaken during the Hire Period and shall have absolute discretion in all matters concerning the preparation of the Aircraft for any given flights, the load carried and its distribution, the decision whether or not a flight shall be undertaken, the route to be flown and any deviation therefrom, the time and place where landings should be made and all other matters relating to the operation of that Aircraft and the Customer shall accept all such decisions of the Pilot as final and binding.

4. Customer's obligations, representations and warranties

4.1 The Customer shall:

- (a) procure and maintain a valid Aircraft Hire Agreement for the duration of this Contract.
- (b) provide such access to the Aircraft as may reasonably be required by the Pilot for the purposes of providing the Services; and
- (c) provide such necessary information for the provision of the Services as the Pilot may reasonably requires.

4.2 A failure by the Customer to comply with the terms of the Contract can only relieve the Pilot from complying with its obligations under the Contract with effect from the date on which the Pilot notifies the Customer of the Customer's failure and its effect or anticipated effect on the Services.

4.3 The Customer represents and warrants that:

- (a) the Aircraft is owned by the Owner;
- (b) it has the lawful right to use the Aircraft for private flights and that this Contract does not infringe any laws or regulations including, but without limitation, those relating to the operation of civil aircraft registered in the United Kingdom.

- (c) subject to the Pilot's compliance with clauses 3.3(e) and 3.4 above, coverage under the Insurance Policy as set out in clause 7 includes AVN74 Pilot Indemnity Clause including the Pilot as an additional insured in respect of liability coverage extended to include waiver of rights of subrogation against the pilot in respect of the hull coverage of the Aircraft.

5. No Employment

- 5.1 This Contract shall not render the Pilot an employee or partner of the Customer for any purpose. The Pilot will remain an independent contract in relation to the Customer. The Pilot shall not be entitled to participate in and will not be covered by any benefits or policies or procedures granted by the Customer to its employees, if or as applicable.

6. Charges and payment

- 6.1 In consideration for the provision of the Services, the Customer shall pay the Pilot the Charges in accordance with this clause 6.
- 6.2 All amounts payable by the Customer exclude amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to the Pilot at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.
- 6.3 The Pilot shall submit invoices for the Charges plus VAT if applicable to the Customer as specified in Schedule 2.
- 6.4 The Customer shall pay each invoice which is properly due and submitted to it by the Pilot, within seven days of receipt or before the Services Start Date, whichever is the sooner.

7. Limitation of liability

- 7.1 Nothing in the Contract shall limit the Pilot's liability under clauses 3.3(c), 3.3(e) and 3.4 of the Contract.
- 7.2 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
 - (a) death or personal injury caused by negligence; and
 - (b) fraud or fraudulent misrepresentation.
- 7.3 Subject to clause 7.1 and clause 7.2, the Pilot's total liability to the Customer shall not exceed the limits of liability pursuant to the Insurance Policy. The Pilot's total liability includes liability in

contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.

7.4 Subject to clause 7.2, the Customer's total liability to the Pilot shall not exceed the Charges due under the Contract. The Customer's total liability includes liability in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract.

7.5 This clause 7.5 sets out specific heads of excluded loss:

(a) Subject to clause 7.1 and clause 7.2, the following types of loss are wholly excluded:

- (i) Loss of profits.
- (ii) Loss of sales or business.
- (iii) Loss of agreements or contracts.
- (iv) Loss of anticipated savings.
- (v) Loss of or damage to goodwill.
- (vi) Indirect or consequential loss.

7.6 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.

7.7 The rights of the Customer under the Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

8. Insurance

8.1 During the term of the Contract the Customer shall ensure that it maintains in force, with a reputable insurance company, an aircraft hull, hull war and legal liability to third parties, passengers, passenger baggage and personal article insurance cover in respect of the Aircraft for the duration of the Hire Period (the "Insurance Policy").

8.2 The Customer shall satisfy the requirements of clause 8.1 above to the extent it is an additional insured on any Insurance Policy procured and maintained by the Owner.

8.3 At all times, the Insurance Policy shall provide covered in accordance with the minimum insurance requirements provided for in Regulation (EC) 785/2004 as amended.

8.4 The Insurance Policy shall provide that the underwriter or underwriters as the case may be, will waive their right of subrogation against the Customer and Pilot in respect of hull coverage of the Aircraft.

9. Termination

- 9.1 Without affecting any other right or remedy available to it, the Customer may terminate the Contract with immediate effect by giving written notice to the Pilot if the Pilot commits a breach of clause 3.3(e) or clause 3.4.
- 9.2 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- (a) the other party commits a material breach of any term of the Contract; or
 - (b) the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
- 9.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.
- 9.4 Termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

10. General

- 10.1 Subcontracting. The Pilot may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of the Customer. If the Customer consents to any subcontracting by the Pilot, the Pilot shall remain responsible for all acts and omissions of its subcontractors as if they were its own.
- 10.2 Confidentiality.
- (a) Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients of the other party, except as permitted by clause 10.2(b).
 - (b) Each party may disclose the other party's confidential information:
 - (i) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 10.2; and
 - (ii)

as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- 10.2 (c) Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.
- 10.3 Entire agreement. The Contract constitutes the entire agreement 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.
- 10.4 Variation. No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 10.5 Waiver.
- 10.6 (a) A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- (b) 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.
- 10.6 Severance. 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 shall not affect the validity and enforceability of the rest of the Contract.
- 10.7 Notices.
- (a) Any notice or other communication given to a party under or in connection with the Contract shall be in writing and shall be:
- (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (ii) sent by email to the address specified in the Contract Details.

- (b) Any notice or communication shall be deemed to have been received:
 - (i) if delivered by hand, at the time the notice is left at the proper address];
 - (ii) if sent by pre-paid first-class national postal mail or other next working day delivery service, at 9.00 am on the second Business Day after posting;
 - (iii) if sent by pre-paid airmail providing proof of postage, at 9.00am on the fifth Business Day after posting; or
 - (iv) if sent by fax or email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 10.7(b)(iv), business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- (d) A notice given under the Contract is not valid if sent by email.

10.8 Third party rights.

- (a) Unless specifically provided for herein, the Contract does not give rise to any rights for a third party to enforce any term of the Contract.

10.9 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the laws of England and Wales.

10.10 Jurisdiction. Each party irrevocably agrees that the courts of English and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

10.11 Language.

- (a) This agreement is drafted in the English language. If this agreement is translated into any other language, the English language version shall prevail.

- (b) Any notice given under or in connection with this agreement shall be in the English language. All other documents provided under or in connection with this agreement shall be in the English language, or accompanied by a certified English translation.

- (c) If such document is translated into any other language, the English language version shall prevail [unless the document is a constitutional, statutory or other official document].

Schedule 1 Services

Subject to the terms of this Contract, the Pilot shall provide to the Customer the following services:

- (a) All planning or other flight preparations associated with or otherwise necessary for the purposes of flying the Aircraft and that which would otherwise customarily be carried out by the pilot in command of the Aircraft.
- (b) Any pre-flight checks of the Aircraft.
- (c) Flying the Aircraft to, from or over such locations as specified by the Customer.
- (d) Completion of any post flight administration that would otherwise customarily be carried out by the pilot in command of the Aircraft.

Schedule 2 Charges

1. Charges for the services

The Customer shall pay the Pilot a fee in accordance with this Schedule 2, in each case exclusive of value added tax (VAT), if applicable, calculated as follows:

[Pilot's Charge per Day] per day or part thereof.

2. Invoicing arrangements

Upon entering into this Contract, the Pilot shall raise an invoice in respect of the Charges and shall submit to the Customer forthwith for payment in accordance with the Contract.