

# AIRCRAFT CHARTER REQUEST FORM

FORM NO.: IAS/CHRQ/WHL/2024/____	
<u>For Official Use Only</u>	
Approved	<input type="checkbox"/>
Rejected	<input type="checkbox"/>
Name: _____	
Designation: _____	
Date: _____	
Signature: _____	

## 1. Customer Details

Name of Customer: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Contact Number: \_\_\_\_\_

## 2. Aircraft Type

Dash-8 Q200

☐

ATR-72

☐

Dash-8 Q300

☐

ATR-42

☐

DHC-6 Twin Otter

☐

## 3. Flight Details

Sector No: _____	Sector Route: _____	Date: _____	Time: _____ HRS
Sector No: _____	Sector Route: _____	Date: _____	Time: _____ HRS
Sector No: _____	Sector Route: _____	Date: _____	Time: _____ HRS
Sector No: _____	Sector Route: _____	Date: _____	Time: _____ HRS
Sector No: _____	Sector Route: _____	Date: _____	Time: _____ HRS

## 3. Passenger Details

Sector No: _____	No. of Passengers: _____	Locals Only: <input type="checkbox"/>	Foreigners/Mix: <input type="checkbox"/>
Sector No: _____	No. of Passengers: _____	Locals Only: <input type="checkbox"/>	Foreigners/Mix: <input type="checkbox"/>
Sector No: _____	No. of Passengers: _____	Locals Only: <input type="checkbox"/>	Foreigners/Mix: <input type="checkbox"/>
Sector No: _____	No. of Passengers: _____	Locals Only: <input type="checkbox"/>	Foreigners/Mix: <input type="checkbox"/>
Sector No: _____	No. of Passengers: _____	Locals Only: <input type="checkbox"/>	Foreigners/Mix: <input type="checkbox"/>

\* A detailed list of Passenger Name, ID Card/Passport Number, Nationality and Passenger Contact Details should be attached with this form.

## 4. Cargo Details

Sector No: _____	No. of Pieces: _____	Cargo Weight: _____	Perishable: <input type="checkbox"/>	Live Animal: <input type="checkbox"/>
Sector No: _____	No. of Pieces: _____	Cargo Weight: _____	Perishable: <input type="checkbox"/>	Live Animal: <input type="checkbox"/>
Sector No: _____	No. of Pieces: _____	Cargo Weight: _____	Perishable: <input type="checkbox"/>	Live Animal: <input type="checkbox"/>
Sector No: _____	No. of Pieces: _____	Cargo Weight: _____	Perishable: <input type="checkbox"/>	Live Animal: <input type="checkbox"/>
Sector No: _____	No. of Pieces: _____	Cargo Weight: _____	Perishable: <input type="checkbox"/>	Live Animal: <input type="checkbox"/>

## 5. Purpose of Charter

Government

☐

Business

☐

Tourist

☐

Medical Evacuation

☐

Photo Flight

☐

Other

☐

(If Other, please provide details) \_\_\_\_\_

## 6. Special Requirements

VIP: <input type="checkbox"/> (Please provide details) _____	Roller Door: <input type="checkbox"/> (Please provide details) _____
Stretcher: <input type="checkbox"/> (Please provide details) _____	Oxygen: <input type="checkbox"/> (Please provide details) _____
Wheelchair: <input type="checkbox"/> (Please provide details) _____	Other(s): <input type="checkbox"/> (Please provide details) _____

## 7. Mode of Payment

Cash

☐

Cheque

☐

Credit Card

☐

Invoice

☐

\* Invoice option is only available for Government and Corporate Clients; Cheque Acceptance is subject to the terms and conditions of Island Aviation Services Limited

## 8. Cost of Charter

Currency: \_\_\_\_\_ Amount: \_\_\_\_\_

\* Above price are inclusive of fuel and insurance surcharges; Airport Taxes for International Passengers and Goods and Service Tax, as applicable, will be charged in addition to the above Charter Price

## 9. General Conditions for Charter

- 9.1. All Charter flights shall be operated subject to availability of aircraft and operating crew
- 9.2. Minimum time required to arrange Charter Flight would vary depending on the approvals required and the operating schedule
- 9.3. All Charter flights are operated upon receipt of Charter Form and Payment, where applicable.
- 9.4. Each Charter flight will be provided a maximum waiting time of 1 hour at either origin or destination
- 9.5. Detailed list of passengers including Names, ID/Passport Number, Passenger Contact Details should be submitted with the Charter Form
- 9.6. Passengers shall report at least 1 hour and 30 minutes before the scheduled departure time
- 9.7. Cancellation fee shall be charged as follows:
  - 9.7.1. 50% of Charter Price from acceptance of the Charter request to 72 hours of scheduled departure
  - 9.7.2. 80% of Charter Price for cancellation between 72 hours and 3 hours of scheduled departure
  - 9.7.3. 100% of Charter Price for cancellation less than 3 hours of scheduled departure or for No Show

We hereby accept the General Conditions set forth in this form and the Terms of Conditions of Charter

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

# ISLAND AVIATION SERVICES LIMITED – TERMS AND CONDITIONS (AIRCRAFT CHARTER)

Island Aviation Services Limited | Corporate Headquarters | M. Raaverige | Majeedhee Magu | Male' 20345 | Republic of Maldives  
Phone: (+960) 333 5544 | Fax: (+960) 331 4806 | Email: sales@iasl.aero | Website: www.maldivian.aero

The following Terms and Conditions ("T&Cs") are the basis of and form an integral part of the Charter Agreement between Island Aviation Services Limited ("IASL") and the Charterer.

## § 1 Definitions

"Air Waybill" means the non-negotiable document entitled "Air Waybill/Consignment Note" made out by shipper or IASL or Charterer on behalf of the shipper which evidences the contract between shipper and IASL for carriage of cargo.

"Aircraft" means the aircraft (or its suitable substitute) operated in connection with a Flight.

"Baggage" means the passengers' personal property accompanying them in connection with their flight. Unless otherwise specified, it consists of both checked and unchecked baggage.

"Cargo" means anything carried or to be carried in an aircraft other than mail or baggage.

"Carrier" means any commercial air carrier or aircraft operator selected to provide the Aircraft for the period of the Charter.

"Cancellation Fees" means the fees set out in paragraph 9.7 of the Charter Form.

"Charter Agreement" refers to the Charter Form, this Terms and Conditions, the General Conditions of Carriage or Conditions of Contract as the case maybe, the charter ticket as well as any other terms relating to the charter between IASL and the Charterer.

"Charter Form" is an integral part of the Charter Agreement, is the document setting out flight booking confirmation, offer and acceptance and which duly signed by both parties shall constitute proof of mutual agreement to all terms and conditions contained across both documents.

"Charter Price" is the price to be paid by the Client specified in the Charter Form.

"Charterer" means any person, firm or body corporate chartering, or offering to charter, any aircraft from IASL.

"Flight" means the flight or flights described in the Charter Form.

"Flight Schedule" is the flight or flights described in the Charter Form.

"Passenger" means the Passenger flying on the Charter Flight as informed by the Charterer to IASL.

"Traffic Documents" means all passenger tickets, baggage checks, air waybills and other documents required under applicable international conventions or other applicable law.

"United States Dollars" or "USD" means the lawful currency of the United States of America

## § 2 Scope

The subject matter of the Charter Agreement is the transport of passengers and/or goods from the point of departure to the point of destination as stated in the Charter Form. IASL reserves the right to change the route, Flight Schedule, seating capacity and maximum take-off weight if such action is required in relation to the safety of the aircraft and the passenger and/or under certain operational circumstances, which may be brought about by events out of IASL's control. The decision to make any such changes remains with the Pilot in command (Captain) and the Charterer shall accept such decisions as final.

## § 3 Parties

The signature by an authorized employee of IASL on the Charter Form shall constitute a binding offer by IASL to the Client. The Counter signature of Charter Form by the Charterer constitutes confirmation of acceptance of the terms and conditions of the Charter Agreement and the Charter Form.

Any carriage performed pursuant to this Agreement shall be subject to IASL's General Conditions of Carriage or Conditions of Contract, as the case maybe, ("GCC") which are incorporated to this Charter Agreement by reference thereto and as may be contained or referred to in the traffic documents of IASL as applicable on the date of the carriage (the GCC may be inspected via the IASL website and/or on demand) and the Charterer and any sub charterer shall be deemed to have notice of them whether or not it has availed itself of its right to inspect them. The Charterer and any sub charterer have the duty to ensure that the passengers are aware of the such GCC and that such GCC are available for inspection on demand by passengers. IASL hereby undertakes to ensure that its GCC are available for inspection on its website at all times.

## § 4 Validity of the Offer

A quotation is, prior to acceptance thereof and the constitution thereby of a contract, non-binding. IASL reserves the right of withdrawal of quotations even after receipt by the Client prior to its acceptance. A quotation can be given by phone or email.

## § 5 Currency

All prices are in United States Dollars, unless another currency is indicated by IASL. Invoices are payable in United States Dollars, unless another currency is indicated by IASL.

## § 6 Fuel Price

The quotation is subject to industry and related fuel price fluctuations. If the fuel price increases by more than 5% at the destination or arrival airport between the date of quotation and Charter Agreement, the Charter Price will be adjusted accordingly.

## § 7 Included Costs

Aircraft costs including crew, fuel, maintenance, air navigation and airport charges, General Aviation Terminal, in-flight IASL standard catering depending on flight time and time of day and passenger and cargo insurances.

## § 8 Excluded / Additional Costs

Fuel and Insurance Surcharges, de-icing of aircraft, weather related or hangarage costs, airfield fire category upgrades, access to VIP lounges, terminals and transport services, SATCOM services and premium/special catering requests and any other costs for specially requested items or services will be invoiced separately, and reimbursed to IASL by the Charterer. The quotation is based upon the Flight Schedule only requiring a two-pilot-crew. Crew duty time is restricted by applicable crew duty limitation regulations. Should there be any circumstances or changes in the Flight Schedule or routing, which exceed the maximum crew duty time, an enlarged or second flight crew will be needed and invoiced separately.

## § 9 Variation of Flight Schedule

IASL shall use all reasonable endeavors to complete the Flight Schedule in accordance with the timings therein but shall be entitled to depart from the Flight Schedule for any reason beyond its reasonable control. If the Charterer requests a variation of the Flight Schedule (including any delay in the departure time of any flight), IASL shall not be bound to agree such variation, however, IASL shall use all reasonable endeavors to accommodate such requests. Requested changes in the Flight Schedule or routing, which exceed the maximum crew duty time and IASL's ability to execute the changed Flight Schedule are always subject to availability of additional crew. The Client acknowledges that if IASL has to use additional flight crew then this may require crew to be present in the cabin during the flight and the crew rest area might be separated with a curtain/cabin divider. The Charterer agrees to bear any and all additional costs resulting from such variation.

## § 10 Substitution, Sub Charter of and Delay

The confirmation is aircraft type specific and IASL reserves the right to provide the Charterer with equal or better aircraft type at no extra charge. In case the agreed aircraft type is not available, IASL is entitled to provide an aircraft type of lesser value with a reduced-price offer. In the event that the Charterer does not agree to an aircraft of lesser, value, IASL may sub-charter an aircraft of equivalent value and charge any additional cost to the Client.

IASL reserves the right to use any aircraft in the same category with the same operational capacity as the aircraft the Charterer is booking i.e. mid-sized, heavy jet or airliner, in-house with IASL's fleet when relieving a flight which has incurred difficulties due to an AOG situation, or the booked aircraft is no longer available IASL is not entitled to substitute an aircraft of a lesser size for the booking unless the Charterer has given written consent.

In the event of extraordinary circumstances IASL reserves the right to refuse a third-party sub-charter if it has a suitable alternative aircraft available.

## § 11 Passenger/Cargo Documentation

Carriage performed under this Agreement shall be subject to IASL's GCC. IASL shall, so far as reasonably possible issue or arrange to be issued or make available traffic documentation. The Charterer shall be responsible to ensure that the said documents are made known and available to the passengers and all owners of goods to be carried in the Aircraft and IASL shall ensure that such documentation is available for download or viewing via its web site. Charterer shall indemnify IASL against any its failure to draw the Passenger's attention to (or alternatively to deliver, issue or make available) such documents to the passengers. IASL will accept the Charterers traffic documentation to be used subject to evidence provided by the Charterer that such documentation is in compliance with the necessary conventions and IASL's GCC. All passengers need to comply

with any requirements (e.g. immigration, customs, agriculture, etc.) at each destination. Passengers have to be in possession of a valid passport plus, where necessary, a visa. IASL takes absolutely no responsibility in case of non-compliance with any customs requirements by the passenger(s). Should there be any surcharges, fees, fines or similar payments due, the Charterer will be invoiced for such costs.

## § 12 Cancellation

In case of (i) cancellation of any booked flight by the Charterer, (ii) a delay of any passenger leading to IASL having to cancel the booked flight, (iii) a no-show of either any passenger, or (iv) any refusal of the passengers to conduct a flight in accordance with the requirements of the Captain and/or for flight safety or security reasons leading the Captain reasonably to deem it necessary to cancel or terminate a planned flight, then the Cancellation Fees set out in the Charter Form shall be applicable and payable by the Charterer. The Charterer shall also be liable to pay or to indemnify IASL in respect of any applicable denied boarding compensation arising from such cancellation or delay due to the passengers.

IASL undertakes to make all reasonable efforts to ensure the highest flexibility for the Charterer and the passenger including efforts to meet any revised schedule. If IASL is unable to accommodate the revised schedule, the Charterer shall be liable to ensure the original confirmed flight booking is undertaken or pay the applicable Cancellation Fee. It is the Charterer's responsibility to ensure that passengers arrive in time for the scheduled departure time. The Charterer shall be liable for any late arrival of passengers. Due to Crew Duty Time Limitations, IASL reserves the right to depart without passenger(s) in order to ensure the commencement of the next scheduled flight. Such late arrival of passengers will also be classified as a cancellation by the Charterer. IASL will not be liable to the Charterer for any loss or expense incurred by the Charterer or a passenger due to their failure to comply with these provisions. In order to ensure performance of the aircraft's next scheduled flight, and taking into account a pre-estimate of the costs to IASL when a Charterer cancels a flight or IASL is forced to cancel a flight due to the conduct of any passenger, the Cancellation Fees will apply to the scheduled times as described in the Charter Form. All Cancellation Fees are subject to a minimum payment of USD 1,000 which is a reasonable pre-estimate of the minimum cost to IASL where a booked flight is cancelled and takes account, by way of example only, of costs associated with the prior positioning of the aircraft, the arrangement and movement of flight crew, administration and the logistics involved in organizing the flight as well as any extra services. Notwithstanding the provisions of this condition, where a flight is cancelled not as a result of IASL's actions, the costs of any additional goods and/or services arranged by IASL at the Charterer's request through third party supplier(s) ancillary to the actual booked flight shall be the responsibility of the Charterer and shall be charged to the Charterer at the cost price to IASL. Any reimbursement of flight charges and any other amounts paid by the Charterer in advance of the booked flight shall be subject to the deduction of any Cancellation Fees and the balance of the sum paid by the Charterer, shall be repaid to the Charterer within 7 days of the date of receipt of cleared funds for the original Charter request. In any other circumstances (for example if the funds paid by the Client are not sufficient to cover the cancellation charges), the Charterer undertakes to make payment of any sums to cover the cancellation charges within 7 days of the date of issue of an invoice to the Charterer for such sums.

## § 13 Captain's Authority

The Captain shall at all times be entitled to take all necessary measures for reasons of safety. The Captain has the authority to make decisions with regards to passenger seating, baggage loading, allocation/placement and unloading and the ultimate refusal of any passengers or cargo. The Captain decides whether or not and how the flight is operated.

## § 14 Assignment and Vicarious Performance

The Charterer shall not be entitled to assign the benefit of this Charter Agreement to any other person without IASL's written consent but IASL may procure the vicarious performance of its obligations hereunder by some other person or company.

## § 15 Waiver

A waiver of any default hereunder shall not be deemed a waiver of any other or subsequent default hereunder.

## § 16 Notices

All notices and other required communications under this Charter Agreement ("Notices") shall be in writing and shall be sent to the addresses in the Charter Agreement. A party may change its address by sending Notice to the other party of its new address. Notices shall be given: (a) by personal delivery to the other party; (b) by fax, with a confirmation sent by registered or certified mail, to the fax number of the addressee shown in the Charter Agreement; (c) by registered or certified mail; (d) by electronic mail; or (e) by express courier. Notices shall be effective and shall be deemed delivered: (i) if by personal delivery, on the date of the personal delivery; (ii) if by fax or electronic mail, on the date stated in the electronic confirmation, delivered during normal business hours (8:00 a.m. to 3:00 p.m. at recipient's location), and, if not delivered during normal business hours, on the next business day following delivery; (iii) if solely by mail, 3 days after the date of receipt, or (iv) if by express courier, on the date signed for or rejected as reflected in the courier's delivery log.

## § 17 Entire Agreement

This Charter Agreement (which incorporates by reference the GCC) embodies the entire understanding between the IASL and the Charterer and there are no terms, conditions or obligations, oral or written, express or implied, other than those contained herein. No variation of these terms and conditions shall be effective unless made in writing and mutually agreed on behalf of both parties.

## § 18 Severability

Should any one or more clauses of these terms be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining clauses shall not in any way be affected or impaired thereby.

## § 19 Force Majeure

Notwithstanding the provisions of this Agreement, IASL, its directors officers agents employees and subcontractors shall be exempt from any and all liability due to any failure on behalf of IASL to perform its obligations under this Agreement arising from any cause beyond the reasonable control of IASL including but not limited to war, warlike events, infringements of a country's neutrality, insurrection, civil war, civil unrest, riots, sabotage, strikes, blockades, lockouts, quarantine, hijacking, terrorist actions, requisition, confiscation, expropriation, seizure, weather conditions or other force majeure of any nature, technical reasons, detention or similar measures, accidents with aircraft, or due to other factors over which IASL has no control, or when the safety of the passengers or the aircraft crew can reasonably be assessed to be in danger, at the discretion of the Captain, provided always that in the event of such failure IASL will use its best endeavors to fulfil its obligations under the Agreement.

Unless stated otherwise in mandatory (indispensable) legislation, IASL is not responsible for damage or loss as a result of or arising, directly or indirectly, in connection with the above-mentioned circumstances. IASL shall not be required to pay compensation or damages for any delay or cancellation of any flight if caused by such circumstances. In the event that the above occurs prior to the first leg of the Flight Schedule and no suitable solution can be found, IASL reserves the right to cancel the Charter Agreement. In this case, IASL shall credit the Charterer with an amount corresponding to the flight in question minus all reasonable expenses already incurred. In the event that the above happens en-route, any costs arising from such changes or delays will be invoiced separately at cost and shall become payable by the Charterer excluding the cost of repairing the aircraft, but including the cost of arranging an alternative aircraft. If all costs (including any positioning flights back to home base) and expenses already incurred are smaller than the amount relating to the flight in question, IASL shall credit the Charterer with an amount corresponding to the difference.

## § 20 Applicable Law and Jurisdiction

This Charter Agreement terms and conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the laws of Republic of Maldives and each party irrevocably agrees that the courts of Maldives shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Agreement or their subject matter or formation. For the sake of clarity this law and jurisdiction clause shall not apply in respect of passenger claims for injury or death and for loss damage or delay of baggage or cargo where jurisdiction will depend on the applicable provisions of the relevant convention/regulation.