



chapman freeborn
The Global Aircraft Charter Specialists

Chapman Freeborn France SARL
L'Aeropole – BAT A
13127 Vitrolles, France

Tel: [REDACTED]

Web: www.chapman-freeborn.com

Email: [REDACTED]

20th March 2012

CHAPMAN FREEBORN AIRCHARTERING LIMITED

&

Mr Jeffrey Epstein

Passenger Aircraft Charter Agreement

Afghanistan • Australia • Belgium • Brazil • Canada • China • Czech Republic • France • Germany • Hungary • India • Iraq
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Registered Office: 3 City Place, Beehive Ring Road, Gatwick, West Sussex, RH6 0PA, United Kingdom. Registered in England No. 1053714.



EFTA00537544

THIS PASSENGER AIRCRAFT CHARTER AGREEMENT is made the 20th day of March 2012

BETWEEN:

- (1) CHAPMAN FREEBORN FRANCE SARL of L'Aeropole, BAT A, 13127 Vitrolles, France ("Chapman Freeborn")
- (2) The party named in Schedule 1 hereto as "the Client".

WHEREAS:

1. Chapman Freeborn has arranged for the Carrier to make available to the Client the Aircraft on charter for each of the Flights defined herein; and
2. The Client wishes to take the Aircraft on charter for the purpose of having it available for its sole use on each of the Flights.

NOW IT IS AGREED as follows:

Definitions

1. In this Agreement, unless the context otherwise requires :-

"Aircraft"	means any aircraft of the type and capacity specified in Schedule 1 (or any reasonable equivalent substitute permitted hereunder) operated by the Carrier in connection with any Flight;
"Base Date"	means the base date set out in Schedule 1;
"Carrier"	means the air carrier named in Schedule 1 hereto or any permitted substitute air carrier that Chapman Freeborn has informed the Client will be operating a particular Flight;
"Chapman Freeborn Assurance Plan"	means the scheme set out in Schedule 2 hereto;

“Flight”	means any flight between any two points as defined in the Flight Programme;
“Flight Accommodation”	means the passenger seating (and, if specified, the baggage capacity) available on each Flight, as specified in Schedule 1 hereto;
“Flight Programme”	means the Flight or series of Flights specified in Schedule 1;
“Force Majeure”	means any event or occurrence beyond the reasonable control of Chapman Freeborn which prevents or delays the performance of any of its obligations due to (without limitation) acts of God or public enemy, hijacking, civil war, insurrection, riot, fire, flood, explosion, earthquake, serious accident, epidemic, quarantine restriction, any act of terrorism, any act of any government, governmental priority, allocation, regulation, facilities for the operation of aircraft, strike or labour dispute causing cessation, or unavailability of landing or take-off slots at any airport, to the extent that the consequences of such event are beyond its reasonable control;
“Total Charter Price”	means the total charter price set out in Schedule 1; and any reference to one gender includes all genders.

The Charter

2. Chapman Freeborn, acting as a charter broker not an air carrier, shall arrange for the Carrier to make available to the Client the Aircraft on charter for each of the Flights in accordance with the terms of this Agreement, in consideration for which the Client shall pay Chapman Freeborn the Total Charter Price.

Price and Payment

3. The Client shall make payment of the Total Charter Price to Chapman Freeborn at the time or times and in the amounts specified in, and in accordance with the provisions of, Schedule 1.
4. Chapman Freeborn shall also arrange on behalf of the Client and in relation to the charter, the provision of such Additional Services (if any) as are specified in Schedule 1 at the rates specified therein (or, if not specified, at the cost to Chapman Freeborn of providing such services), payment for which (unless specified otherwise) shall be made by the Client within seven (7) days of receipt of Chapman Freeborn’s invoice.
5. Unless specified otherwise in Schedule 1, taxes, duties or other charges made by any airport authority or any governmental body (whether national or local) in relation to the transportation of passengers and/or baggage, including (without limitation) any royalties, de icing charges, non-objection fees,

airport opening extension fees, unscheduled night stop fees, nonstandard loading and/or unloading charges (such as for the use of scissor lifts or other specialist equipment) and passenger and/or baggage screening and security charges payable in relation to any Flight are not included in the Total Charter Price and shall be charged at cost to the Client as Additional Services.

6. The Total Charter Price is based upon costs calculated and known on the Base Date and may be varied by Chapman Freeborn as a result of any changes occurring after the Base Date but prior to any relevant Flight as follows:

- 6.1 Aviation Fuel costing base

Unless excluded in Schedule 1, if the cost of aviation fuel increases between the Base Date and the date of any Flight, Chapman Freeborn shall be entitled to increase that portion of the Total Charter Price relating to such Flight by such amount of the increase in cost to the Carrier resulting from such aviation fuel price increase. Where Chapman Freeborn is made aware of such increase prior to the Flight, it shall advise the Client prior to the Flight of any such increase. Where Chapman Freeborn is not made aware of such increase prior to the Flight, it shall advise the Client as soon as is reasonably practicable after the increase is notified to it.

- 6.2 Insurance and Security

In the event of the introduction of new, or increase in existing, Government duties or levies or increase in insurance costs, Chapman Freeborn shall be entitled to pass on to the Client any resulting increase in the cost of providing the affected Flight(s) in their entirety.

7. In the event any Flight is delayed due to an act or omission of the Client, the Client shall pay demurrage to Chapman Freeborn at the rate provided in the Schedule for each hour or part thereof elapsing after the scheduled time of departure of that Flight, payment for which (unless specified otherwise) shall be made by the Client within seven (7) days of receipt of Chapman Freeborn's invoice.
8. Where any charges included in the Total Charter Price relate to the estimated number of passengers that are to be carried on any particular Flight (eg airport passenger duty), a reconciliation shall be undertaken by Chapman Freeborn after the Flight, and Chapman Freeborn shall either rebate to the Client any excess charge that was included in the Total Charter Price or receive from the Client any underpayment of the charges, whichever shall be applicable.
9. All payments required to be made by the Client pursuant to this Agreement (including without limitation the Total Charter Price and any payment in respect of the Additional Services) shall be made in full without any withholding, deduction, set-off or counterclaim of any kind whatsoever (such as, but not limited to, any deduction in respect of bank charges applied by the remitting or the beneficiary bank), and default interest shall be payable on any late payments at the rate of 3% above the base rate from time to time of Barclays Bank Plc.

Conditions

10. This Agreement does not constitute a contract of carriage. The Carrier is an independent contractor who has undertaken to Chapman Freeborn to provide the Aircraft on charter to the Client. Chapman Freeborn is not responsible for any acts or omissions of the Carrier or its employees, agents, servants or representatives. In no circumstances shall Chapman Freeborn be deemed to be contracting with any passenger for carriage by air or be liable to the Client or to any passenger in any way for any loss, damage, or injury arising out of any passenger's carriage by air.
11. At all times, the operator of the Aircraft shall be the Carrier, with whom each passenger shall be deemed to have contracted for his carriage by air. The Carrier shall be responsible for the operation of the Aircraft and the safe performance of each Flight and shall retain full operational control and possession of the Aircraft to enable it to do so. In particular, the captain of the Aircraft shall have absolute discretion in all matters concerning the preparation of the 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 there from, the time and place where landings should be made and all other matters relating to the operation of the Aircraft, and the Client shall accept all such decisions of the captain as final and binding. Chapman Freeborn shall not be liable and the Client shall have no claim for any loss, damage, costs or claims whatsoever and howsoever arising as a result of any such bona fide decisions. The Client hereby acknowledges that, in respect of the contract with the Carrier for the carriage by air of each passenger, it acts as the passenger's agent. Chapman Freeborn is not an air carrier and does not accept the obligations of an air carrier.
12. The carriage by air of passengers on all Flights shall be subject to the General Conditions of Carriage of the Carrier or any equivalent terms and conditions upon which the Carrier undertakes the carriage by air of passengers, and the Client shall ensure that all passengers comply with the conditions contained therein. The Client shall ensure that each passenger in respect of whom any applicable regulation applies receives proper notice of the liability provisions in accordance with the requirements of any such applicable regulation.
13. Chapman Freeborn shall, if so required by the Client, furnish to the Client a copy of the General Conditions of Carriage of the Carrier (or equivalent), and the Client (on its own behalf and on behalf of each passenger) shall be deemed to have notice of such General Conditions of Carriage of the Carrier (or equivalent) whether or not it shall have exercised its right to a copy thereof.
14. The times shown in Schedule 1 are approximate and not guaranteed. Save to the extent that the Client is entitled to benefits under the Chapman Freeborn Assurance Plan:
 - 14.1 Chapman Freeborn shall not be responsible for any costs incurred by the Client or any passenger as a result of any delay, deviation or diversion of any Flight;
 - 14.2 the Client shall be responsible for any and all accommodation, refreshments, meals, transportation and additional expenses, losses, damages or liabilities of whatever nature arising out of such delay, deviation or diversion; and

- 14.3 Chapman Freeborn shall not be liable for the non-availability of the Aircraft for any Flight for any reason outside its control.
15. In the event that any passenger of the Client is refused entry at any destination airport, the Client shall indemnify and keep indemnified the Carrier, Chapman Freeborn, their respective employees, servants and agents from and against any and all cost or expense whatsoever incurred by any of them in respect thereof (including but not limited to charges, fees, or penalties) and in respect of any arrangements made by the Carrier or Chapman Freeborn to return such passenger to the country from which such passenger was originally carried.

Sub-sales

16. The Client shall not be entitled to sell to third parties any part of the Flight Accommodation without Chapman Freeborn's consent. Where such consent is granted, it is given on condition that:-
- 16.1 if the regulations relating to the sale of such part of the Flight Accommodation so require, the Client shall be the holder of such authority as may be necessary under those regulatory provisions; and
- 16.2 that every such sale shall be subject to the relevant terms of this Agreement.
17. Breach by the Client of the provisions of Clause 16, if not promptly remedied, shall entitle Chapman Freeborn to cancel the relevant Flight and be compensated by the Client fully for any resulting costs, expenses and loss of profit suffered by Chapman Freeborn.

Documentation

18. The Client shall, prior to each Flight, provide to Chapman Freeborn a full list of passengers that are to be carried, together with such other information relating to the passengers as the Chapman Freeborn and/or the Carrier may reasonably require for the purposes of complying with the relevant regulations and shall ensure the correctness and completeness of all the particulars and statements relating to the passengers contained in such documentation. If the regulations so require, Chapman Freeborn shall arrange for passenger tickets to be issued to the Client, who shall ensure that each passenger receives his ticket prior to the commencement of his carriage by air.

Check-in

19. The Client shall be solely responsible for ensuring that all passengers and their baggage shall be available at the departure airport for each relevant Flight not later than the time specified in Schedule 1 (as may be varied by Chapman Freeborn and/or the Carrier in the light of any circumstances affecting a particular Flight) or, if no time is so specified, in sufficient time prior to the scheduled departure time for check-in and security formalities to be completed. Chapman Freeborn shall have no liability in respect of the Carrier's refusal to carry any passenger who fails to check-in at the required

time. The Client acknowledges that the Carrier or its agents may inspect and examine any baggage belonging to any passenger whether accompanied or not. Furthermore, and without prejudice to the foregoing, the Carrier may refuse to carry any baggage considered to be unsuitable for carriage by air whether by its nature or any applicable laws, orders or regulations of any country flown, from, over or to.

20. In the event that Chapman Freeborn or the Carrier agrees to delay the departure of any Flight at the request of the Client or any of its passengers, the Client shall be liable to Chapman Freeborn to reimburse it in full for any additional costs that Chapman Freeborn thereby incurs.

Variation and Cancellation

21. Chapman Freeborn shall not be obliged to agree to any request by the Client for the variation of the Flight Programme or the details of any Flight, and any variation to which Chapman Freeborn agrees shall be conditional upon prior agreement of the Client to accept the related increase in the Total Charter Price and any other consequential changes arising in relation to the affected Flight or Flights. However, the Client shall have the right to cancel any Flight by giving to Chapman Freeborn advance written notice of such cancellation and paying to Chapman Freeborn the Cancellation Charge specified in Schedule 1 in place of the relevant portion of the Total Charter Price payable in relation to that Flight.
22. In the case of necessity, Chapman Freeborn shall be entitled to substitute for the nominated Carrier any suitably licensed alternative air carrier. In compliance with the provisions of Article 11 of Regulation (EC) No 2111/2005 of the European Parliament and of the Council, Chapman Freeborn shall make known to the Client any change in the identity of the Carrier, and the Client shall without delay take such steps as are necessary to bring to the attention of all passengers the change in the identity of the Carrier. Subject to the provisions of Schedule 2, in the event that the nominated carrier does not obtain in good time the requisite licences and approvals for any Flight, Chapman Freeborn shall be entitled to give notice to the Client of the cancellation of such Flight, and Chapman Freeborn's only obligation in such event shall be the re-imbursement to the Client of any monies paid in respect of that Flight.

Client's Obligations

23. The Client shall comply and shall procure that all passengers carried under this Agreement shall comply with all applicable customs, police, public health, immigration and other lawful regulations of any state to, from or over which the Aircraft is to be flown on any Flight and are in possession of all necessary passports, visas, medical cards or any other required immigration or emigration documents.
24. The Client undertakes that it shall, and shall ensure that any person associated with it who performs services or provides goods to Chapman Freeborn directly or indirectly in connection with the performance of this Agreement does, comply with all applicable laws, regulations, codes and

sanctions relating to anti-bribery and anti-corruption, including but not limited to the Bribery Act 2010, and shall promptly report to Chapman Freeborn any request or demand for any undue financial or other advantage of any kind received in connection with the performance of this Agreement.

25. The Client shall indemnify and hold harmless Chapman Freeborn against all claims, demands, liabilities, actions, proceedings and costs of any kind whatsoever arising from any default under this Agreement on the part of the Client or any passenger carried under this Agreement. Such provision shall survive the termination of this Agreement.

Limitation of Liability

26. Chapman Freeborn shall have no liability to the Client for any failure or delay in fulfilling its obligations to the extent that fulfilment thereof is impeded by any Force Majeure. Chapman Freeborn will notify the Client promptly after becoming aware of any Force Majeure affecting the performance of its obligations hereunder.
27. Without prejudice to the generality of Clause 26, Chapman Freeborn shall be under no liability to the Client or to any passenger of the Client or to any purchaser from the Client of any flight accommodation on any Flight or to any passenger of such purchaser in respect of any variation to or cancellation of any Flight or the non-availability of any flight accommodation which results from the acts or omissions of the Carrier or for any failure by the Carrier to perform any Flight, and the Client shall indemnify Chapman Freeborn against any claim by any such passenger arising out of any such variation or cancellation or non-availability. In the event that Chapman Freeborn is entitled to receive any refund or credit from the Carrier in respect of any such varied, cancelled or unperformed Flight or unavailable flight accommodation for which it has already been paid by the Client, then Chapman Freeborn shall credit the Client with a refund in respect of such variation, cancellation or non-availability, but such credit shall not exceed the amount recovered by Chapman Freeborn from the Carrier.
28. If the Client has declined the Chapman Freeborn Assurance Plan and the Carrier fails to perform a Flight because of its actual or anticipated insolvency, the Client shall not be entitled to the refund of any monies that it has paid to Chapman Freeborn to the extent that Chapman Freeborn has paid all or part of such monies to the Carrier in advance of the Flight. **The Client confirms that it understands this provision and that this term of the Agreement is reasonable.**

Termination

29. Chapman Freeborn may, without prejudice to any other rights, including the right to claim damages, which Chapman Freeborn may have against the Client, suspend the provision of the Aircraft to the

30. Client for any Flight and/or terminate this Agreement immediately upon notice to the Client on the occurrence of any of the following events:

- 29.1 the Client fails to make payment of any amount payable hereunder on the due date; and fails to remedy such failure within forty-eight (48) hours of notice thereof from Chapman Freeborn;
- 29.2 the Client is in breach of any of its other obligations hereunder and fails to remedy such breach within forty-eight (48) hours of notice thereof from Chapman Freeborn;
- 29.3 the Client admits in writing its inability to pay or becomes unable to pay its debts;
- 29.4 an order is made or a resolution passed for the winding-up of the Client (being a company) or if any encumbrancer shall take possession or a receiver, administrative receiver or trustee by appointed of any or all of the undertaking of the Client or if the Client (being an individual or partnership) becomes insolvent or is adjudicated bankrupt or commits an act of bankruptcy;
- 29.5 the Client convenes a meeting or takes any steps for the purpose of making or proposes to enter into or make any arrangements or composition for the benefit of its creditors or if any distress or other execution is levied or enforced or sued out upon or against any part of the Client's property;
- 29.6 the Client suspends or threatens to suspend or ceases to carry on its business or (except in the ordinary course of business), it sells, leases, transfers or otherwise disposes of or threatens to dispose of all or any substantial part of its undertaking or assets or if, in the reasonable opinion of Chapman Freeborn, a material adverse change occurs in the business, assets, condition or operations of the Client.

30. If Chapman Freeborn terminates this Agreement under the provisions of Clause 29 above, then the Client shall, without prejudice to any other right or remedies which Chapman Freeborn may have, pay forthwith to Chapman Freeborn such part of the Total Charter Price as has not been previously paid by the Client together with interest on any late payments at the rate of 3% above the base rate from time to time of Barclays Bank Plc. Such monies shall constitute liquidated damages for the Client's breach.

General

- 31. Any notice required to be given under this Agreement shall be in writing and shall be deemed duly given if delivered by hand or by facsimile or email message to the address or fax number or email address herein stated of the party to whom it is to be given. Any such notice shall be deemed to be served at the time when the same is either handed to the party to be served or, if served by facsimile or email message, at the time when such facsimile or email message is properly transmitted.
- 32. Time for the making of all payments shall be of the essence of this Agreement.

33. Chapman Freeborn may at any time without notice to the Client at its discretion set off any amounts paid by the Client to Chapman Freeborn hereunder against any amounts then due to Chapman Freeborn under this Agreement or any other agreement between Chapman Freeborn and the Client.
34. This Agreement sets forth the entire Agreement and understanding between the parties in connection with the charter of the Aircraft as described herein.
35. No variation of this Agreement shall be effective unless made in writing and signed by both parties.
36. The headings to the Clauses of this Agreement are inserted for convenience only and do not form part of this Agreement and have no effect upon its interpretation.
37. If any term or condition of this Agreement shall to any extent be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each of the terms and conditions shall be valid and enforceable to the fullest extent permitted by law.
38. The Client shall not be entitled to assign, novate, deal with or transfer any of its rights or obligations under this Agreement without the prior written consent of Chapman Freeborn.
39. The Total Charter Price, payment terms and other commercial terms contained in this Agreement are confidential to the parties and may not be disclosed to any third party without the prior approval of the other party or as required by law.
40. No failure or delay by Chapman Freeborn in exercising any of its rights shall operate to any extent as a waiver of such rights or preclude any further exercise of its rights. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law.
41. To the extent permitted by law, the provisions of the Contracts (Rights of Third Parties) Act 1999 shall be excluded such that no other party shall have any rights under this Agreement. Notwithstanding the foregoing, the parties agree that the Carrier is an express third party beneficiary of all of the obligations and liabilities of the Client expressed as being for its benefit under and in conformity with this Agreement.
42. This Agreement may be signed in any number of counterparts, all of which, when taken together shall constitute one and the same instrument.
43. This Agreement, and all non-contractual matters associated with, arising out of or connected with it, shall be governed by and interpreted in accordance with English law and the parties agree that the English courts have exclusive jurisdiction to adjudicate any dispute which arises in connection with this Agreement and all non-contractual matters associated with, arising out of or connected with it, save that, as such agreement conferring jurisdiction is for the benefit of Chapman Freeborn only, Chapman

Freeborn shall retain the right to bring proceedings against the Client in any other court that has jurisdiction.

ACCORDINGLY this Agreement has been entered into by each of the parties.

Signed by Caroline Bourge) (Signature) _____
 For and on behalf of)
Chapman Freeborn France Sarl)

Signed by M Larry Visoski) (Signature) *Larry Visoski*
 For and on behalf of)
Mr Jeffrey Epstein)

SCHEDULE 1

1 – The Client:	
Name:	Mr Jeffrey Epstein
Address:	6100 Red Hook, St. Thomas, USVI, US Virgin islands, 00802
Attn:	M Larry Visoski
Email:	[REDACTED]

2 – The Carrier:	
Name:	IXAIR
Address:	1191 Avenue de l'Europe-Zone Aviation [REDACTED] -93350 Aéroport du Bourget

3 – Chapman Freeborn:	
Fax No:	+ [REDACTED]
Attn:	Caroline BOURGE
Email:	[REDACTED]

4 – The Aircraft:	
Type:	Cessna Citation Jet 2
Registration:	F-GXRL / Flight number: IXR 077
Year of manufacture:	2001
Flight accommodation:	6 seats // 2 pax expected
Baggage allowance:	70 cu ft subject to final volume
Catering:	LBG-SXF / Breakfast and assorted open sandwiches, open bar SXF-LBG / Assorted finger sandwiches, small chocolate cakes and macaroons, open bar
Smoking:	Not permitted

5 – Flight Programme (subject to airport slot approvals): ALL LOCAL TIMES					
DATE:	ETD:	From:	To:	ETA:	Flight time:
21/03	10H30	Paris Le Bourget (LBG)	Berlin Schonefeld (SXF)	12H05	01H35
21/03	23H15	Berlin Schonefeld (SXF)	Paris le Bourget (LBG)	00H50	01H35

6 – Check-in Times:	
20 minutes prior to departure	

7 – Price:	
Charter Price:	10,000 €
Chapman Freeborn Assurance Plan:	Not applicable
Airport passenger duty:	Included
Passenger screening/security:	Included
Passenger service charges:	Included
Total Charter Price (subject to Clauses 4 and 5):	10,000 €

8 – Additional Services:	
Service	Price
(1) Chapman Freeborn Assurance Plan:	Not applicable
(2)	

9 – Demurrage:	
Not applicable	

10 – Payment:	
Total Price:	By wire transfer prior to the flight

11 – Chapman Freeborn Account Details:	
Bank Name:	HSBC France
Bank Address:	Immeuble Delta Parc 85 avenue des Nations 93 420 Villepinte
Account Number:	00212003790
Sort Code:	30056 / 00021 / 34
IBAN:	FR76 3005 6000 2100 2120 0379 034
SWIFT Code:	CCFRFRPP

12 – Base Date:	
20th March 2012	

13 – Cancellation Charges

The amount that the Client shall pay in respect of each Flight that it cancels in accordance with the provisions of Clause 21 shall be:

- if cancelled more than 7 days before the departure date, 40% of the Flight Price applicable to that Flight;
- if cancelled less than 7 days but more than 48 hours before the ETD, 60% of the Flight Price applicable to that Flight ; or
- if cancelled less than 48 hours before the ETD but before the ETD, 100% of the Flight Price applicable to that Flight; or

but if, because of the cancellation of a Flight by the Client, the cost to Chapman Freeborn of providing the Aircraft on any of the other Flights is increased, Chapman Freeborn shall be entitled to recover from the Client those additional costs.

SCHEDULE 2

Chapman Freeborn Assurance Plan

1. The Client shall have the option to benefit from the "Chapman Freeborn Assurance Plan", which is intended to provide the Client with a high degree of comfort that, in the event that the Carrier that has been previously notified to the Client is unable to perform a particular Flight or the planned Aircraft is not available to perform a particular Flight, or if, in certain circumstances, a Flight is delayed.
2. Except in the case of the Carrier's inability to perform a Flight because of its financial failure the benefits of the Chapman Freeborn Assurance Plan shall be as follows:
 - 2.1 If the Carrier is unable to perform any particular Flight (or series of Flights) or is unable to use the designated aircraft, Chapman Freeborn shall use all reasonable endeavours to arrange (within the cost limit specified in paragraph 2.2 below) for a substitute aircraft to be provided of substantially the same or greater capacity and performance than the aircraft that it is replacing, operated either by the Carrier or by a suitably licensed alternative air carrier.
 - 2.2 In the event that the cost of providing a replacement aircraft on a particular Flight or series of Flights under the provisions of paragraph 2.1 above is 200% or less of the proportion of the Charter Price that relates to that Flight or series of Flights, Chapman Freeborn shall bear the additional cost. If, however, the cost would be greater than that amount, the Client shall choose either:
 - 2.2.1 to pay the amount that is in excess of the 200% or
 - 2.2.2 to cancel that Flight or series of Flights.
 - 2.3 In the event that Chapman Freeborn is unable to offer when required a suitable alternative aircraft for a particular Flight or series of Flights within a reasonable time or the Client elects to cancel under the provisions of paragraph 2.2.2 above, Chapman

Freeborn's liability to the Client shall be limited to the refund to the Client of that part of the Total Charter Price paid by the Client that relates to the Cancellation of Flights.



2.4 If the departure of any Flight is delayed other than as a result of air traffic control delays, airport slot or handling delays, weather delays or delays caused by the Client or any of its passengers, civil unrest or natural disaster, and the Carrier does not provide the equivalent welfare benefits, Chapman Freeborn shall pay compensation to the Client for each affected passenger as follows:

Executive Aircraft

2.4.1 For delay of 2 to 6 hours: meal allowance of £30;

2.4.2 For each subsequent period of 6 hours of delay: meal allowance of £30;

2.4.3 For overnight delays: accommodation allowance of £160.

Other Aircraft

2.4.4 For delay of 2 to 4 hours: £4 light meal voucher;

2.4.5 For delay of 4 to 6 hours: £8 main meal voucher;

2.4.6 For each subsequent period of 6 hours delay: £8 main meal voucher;

2.4.7 For overnight delay: airport hotel room and meals to a maximum value of £90.

3. In the case of the Carrier's inability to perform a Flight or series of Flights because of its financial failure, the benefit to the Client under the Chapman Freeborn Assurance Plan shall be limited to the following:

3.1 Chapman Freeborn shall use all reasonable endeavours to arrange for a substitute aircraft to be provided of substantially the same or greater capacity and performance than the aircraft that it is replacing, operated by a suitably licensed alternative air carrier, subject to such cost of providing a replacement aircraft on the Flight or series of Flights being no greater than the proportion of the Charter Price that relates to that Flight or series of Flights.

- 3.2 In the event that Chapman Freeborn is unable to arrange for a substitute aircraft on the terms specified in paragraph 3.1 above, Chapman Freeborn will promptly remit to the Client of all monies paid by the Client in respect of the affected Flight or Flights.
4. The provision to the Client of the benefits of the Chapman Freeborn Assurance Plan is subject to the Client agreeing the additional charge for such service, which shall be specified in Schedule 1.
5. Chapman Freeborn shall be under no obligation to provide to the Client the benefit of the Chapman Freeborn Assurance Plan if the Client declines to pay the additional charge.
6. Chapman Freeborn's financial obligations under the Chapman Freeborn Assurance Plan shall be limited to the sum of US\$250,000 in respect of any one event, save that, in the case of payment under the provisions of paragraphs 2.3 or 3.2 above, Chapman Freeborn's financial obligation shall be limited to the amount payable thereunder.