



## AIRCRAFT CHARTER AGREEMENT

An agreement between Air Rarotonga Limited (The Carrier) and  
(the Charterer):

Charterer's Authorised Representative/s:

Aircraft

Route/Date	Calculated Payload	Cost
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Additional Requirements: 0

Specified Catering: 0

Overnight Crew: 0

**Signed:** (For Carrier) TEARIKI NUMANGA

**Signed:** (For Charterer) **Date:** 18/6/12

Variations after departure: (Must be initialed by the Charterer's Authorised Representative and the Carrier)

## AIR CHARTER GENERAL TERMS AND CONDITIONS

### 1. Parties

All quotations are supplied subject to these Terms and Conditions which along with this agreement form the Contract of Carriage between the Charterer and Air Rarotonga Limited. The terms of this Contract and any variations are deemed to have been accepted by both parties upon execution on Page 1.

### 2. Time Frame

Charter quotations shall lapse after 14 days if an Aircraft Charter Agreement has not been executed.

### 3. Aircraft-specific

If the booked aircraft is unavailable due to technical or operational reasons, Air Rarotonga reserves the right, in agreement with the Charterer, to provide the Charterer with a replacement aircraft. If Air Rarotonga and the Charterer could not agree on the replacement aircraft, either party may terminate the individual contract. In such an event, the Charterer shall be given a reimbursement of the full charter price paid and neither party shall have any more claims against the other.

### 4. Currency

Unless otherwise specified, the quotation is stated in New Zealand Dollars (NZD).

### 5. Items included in the quotation

Unless expressly excluded the following are included in the quotation: aircraft costs including crew; fuel and maintenance; air navigation and airport charges; handling; crew allowances; crew meals, crew accommodation and crew surface transportation; standard in-flight refreshment; and passenger and cargo insurances.

### 6. Excluded Items

Special catering requests, alcohol, including beers, wines or spirits; any other special requirements.

### 7. Route Changes or Delays

Should there be any route or en-route changes or delays as a result of the Charterer's or the Charterer's passengers' changed requirements; late arrival of passengers; adverse weather conditions; compliance with the requirements of international law, national legislation or subordinate legislation; un-serviceability of the aircraft beyond the reasonable control of Air Rarotonga; safety of the aircraft or its crew and/or safety of the Charterer or its passengers, any additional costs arising from such changes or delays, excluding the cost of repairing the aircraft but including the cost of arranging an alternative aircraft, will be invoiced separately at cost and shall become payable by the Charterer. Air Rarotonga shall not be liable for any consequential damages to the Charterer or its passengers arising from any such delay or changes.

### 8. Passenger and Cargo Entry Documents

The Charterer has to ensure that on international flights, all passengers and cargo comply with all documentary requirements (e.g. immigration, customs, agriculture, etc.) at each destination. Air Rarotonga takes absolutely no responsibility in the case of non-compliance with any documentary requirement by the authorities and the Charterer undertakes to indemnify Air Rarotonga against all losses, damages, expenses and fines whatsoever arising from any inaccuracy or omission even if such inaccuracy or omission is not due to any negligence.

### 9. Cancellation Fees

No cancellation fees will be charged for cancellations made before first flight departure. Should the charter be abridged after commencement the charter cost will be adjusted to reflect the actual hours flown.

### 10. Passenger weights and Baggage

Standard Passenger weights and actual baggage weights are used in determining payload. Standard passenger weights are:

Adults	86 KGS
Child 2-12 yrs	45 KGS
Infant under 2 yrs	15 KGS

Air Rarotonga reserves the right to revert to actual passenger weights should they appear to differ significantly from the standard average.

### 11. Smoking

Smoking is not permitted on board Air Rarotonga aircraft.

### 12. Consequential Damages

In no event shall Air Rarotonga be liable for any consequential, incidental, indirect, punitive, or special damages, including but not limited to any loss of use, lost revenues, lost profits, damage to associated equipment or facilities, costs of replacement, costs associated with downtime, and any similar damages, expenses, or losses, and regardless of however caused, whether based on contract, tort, or any other legal theory.

### 13. Force Majeure

Neither party shall be liable for any delay in delivery or other default in performance that is due to unforeseen circumstances, or to causes beyond its reasonable control and without the fault or negligence of such party. Such causes and circumstances include, without limitation, strikes, lockouts, and other labour disputes, riots, civil unrest, war, sabotage, vandalism, terrorism, explosions, embargoes, epidemics, fire, flood, storms, and other similar and dissimilar natural causes, acts of God, unforeseen delays in transportation or in obtaining any permits or licenses, or other delays caused by unforeseen action or inaction of civil or military authorities, or of contractors or subcontractors, or of other third parties (other than those contractors, subcontractors, or third parties under the control of the non-performing party), and any other cause or condition beyond the parties' reasonable control. Provided any such delay or default is neither material nor indefinite, the time for performance shall be extended for a commercially reasonable period of time and thereafter the other party shall accept performance hereunder.

### 14. No assignment

The Charterer may not assign any of its rights or delegate any of its duties or obligations without the prior written consent of Air Rarotonga, such consent not to be unreasonably withheld.

### 15. No Waiver

The failure of Air Rarotonga at any time to require the performance of any obligation of Charterer shall not affect the right to require such performance at any time thereafter. The waiver of any remedy with respect to any default shall not be taken as a waiver of any remedy for any succeeding default.

### 16. No other agreement

These terms together with the applicable quotation(s) or contract and any related documents expressly agreed to in writing by the parties contain the complete and exclusive statement of the terms and contract of the parties with respect to the subject matter thereof and supersede all prior understandings, representations, and warranties, written or oral.

### 17. Limitations of Liability

The following limitations shall also apply to this contract. The Charterer is responsible for all passengers being made aware of the limitations:

(a) International Flights Transportation of passengers, hand luggage, luggage and goods by Air Rarotonga shall be governed by the Warsaw Convention of 12 October 1929, as amended by the Hague Protocol of 28 September 1955 and later amendments.

(b) Domestic flights within the Cook Islands and flights not subject to any part of the Warsaw Convention - Transportation of passengers and luggage (including hand luggage) shall be limited as prescribed by the Carriage by Air Act 1967. Liability for the carriage of cargo shall be limited as prescribed by the Carriage of Goods Act 1998.

**18. Indemnity**

The Charterer hereby indemnifies Air Rarotonga from any claim or damage which Air Rarotonga may suffer from the charter flight, other than claims or damage caused by Air Rarotonga own gross negligence or willful misconduct.

**19. 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.

**20. Applicable Law**

(i) These terms are governed by and construed in accordance with the laws of the Cook Islands.

**21. No third party rights**

A person who is not a party to the contract between Air Rarotonga and the Charterer has no right to enforce or enjoy the benefit of any term of the contract or under these terms.