

Terms and Conditions

Terms and Conditions ("Terms")

Last updated: 01st October 2019

Please read these Terms and Conditions ("Terms", "Terms and Conditions") carefully before using the www.voleraviation.co.uk website (the "Service") operated by **Voler Aviation Services Limited** ("us", "we", or "our").

Your access to and use of the Service is conditioned on your acceptance of and compliance with these Terms. These Terms apply to all visitors, users and others who access or use the Service.

By accessing or using the Service you agree to be bound by these Terms. If you disagree with any part of the terms then you may not access the Service.

Links to Other Web Sites

Our Service may contain links to third-party web sites or services that are not owned or controlled by **Voler Aviation Services Limited**.

Voler Aviation Services Limited has no control over, and assumes no responsibility for, the content, privacy policies, or practices of any third-party web sites or services. You further acknowledge and agree that **Voler Aviation Services Limited** shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such web sites or services.

Changes

We reserve the right, at our sole discretion, to modify or replace these Terms at any time. If a revision is material we will try to provide at least **30** days' notice prior to any new terms taking effect. What constitutes a material change will be determined at our sole discretion.

Contact Us

If you have any questions about these Terms, please contact us.

These General Terms and Conditions (the “General Terms and Conditions”) set out the general terms and conditions for the supply of air charter brokerage services and related services by Voler Aviation Services Limited to the Charterer (as set out in the Charter Contract).

1. The provisions of these General Terms and Conditions will be incorporated into each Charter Contract in their entirety, unless otherwise stated.
2. In the event of any conflict between the terms of any Charter Contract and the General Terms and Conditions, the Charter Contract shall prevail.

1. DEFINITIONS AGREEMENT

Agreement means the Agreement between the Charterer and Voler Aviation Services Limited for the provision by Voler Aviation Services Limited of air charter brokerage services comprising these General Terms and Conditions, all Charter Contracts and any annexes and schedules thereto.

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

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

Charter means the charter of the Aircraft by the Charterer, as arranged by Voler Aviation Services Limited and pursuant to the terms herein

Charter Price means the price of the Charter as set out in the Charter Contract

Charter Contract means the charter details substantially in the form of the Schedule hereto

Check-in Time the time or times stated in the Charter Contract or as otherwise notified to the Charterer by Voler Aviation Services Limited

Departure Time means the departure time of the Flight(s) as set out in the Charter Contract

Flight means the flight(s) described in each Charter Contract

Force Majeure means any event beyond a party’s control including (but not limited to) acts of God, explosions, revolutions, acts of terrorism, hijacking, insurrection, riot, civil commotion, war, national or local emergency, act of government, lock-out, strike, industrial dispute or action, fire, lightning, flooding, embargoes, quarantine, requisition of an aircraft or cargo, acts or omissions of third parties and extreme weather conditions, accidents to or failure of the Aircraft, engines or any other part thereof or any machinery or apparatus used in connection therewith.

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

2. SERVICES PROVIDED BY VOLER AVIATION SERVICES LIMITED

1. Voler Aviation Services Limited agrees to provide aircraft charter brokerage services to the Charterer in accordance with the requirements, terms and conditions of this Agreement.
2. Voler Aviation Services Limited shall be responsible for the sourcing of a suitable aircraft from the Carrier for Charter in accordance with the Charterer’s requirements.

3. The Charterer agrees that carriage will be provided by the Carrier and that the Carrier will have the exclusive responsibility for the maintenance and operation of the Aircraft for the period of the Charter. The Charterer agrees that, Voler Aviation Services Limited, having no authorisation from the Carrier, the crew shall be the servants and agents of the Carrier and shall be authorised to take orders only from the Carrier unless otherwise agreed by the Carrier and recorded in writing.
4. Voler Aviation Services Limited shall procure that the Carrier provides the Aircraft properly manned, maintained, equipped and fuelled for the Charter in accordance with the laws and regulations of the state of registration of the Aircraft and all other applicable laws and regulations.
5. Carriage performed by the Carrier shall be subject to the conditions of carriage contained or referred to in the Traffic Documents of the Carrier from time to time, including its own conditions of carriage.

3. FLIGHT RULES

Air Charter is subject to the rules and regulations imposed by UK Air Law and the Civil Aviation Authority. Specific regulations regarding landing area rules, aircraft loading, low flying and pilot duty hours apply to all flights undertaken. In the interests of flight safety, and on behalf of **Voler Aviation Services Limited**, the pilot is the sole judge as to which rules and regulations are applicable.

Traffic Documents and Embarkation

1. Voler Aviation Services Limited shall procure that the Carrier shall supply the Traffic Documents and all other necessary documents relating to the carriage undertaken pursuant to this Agreement and the Charterer shall provide to Voler Aviation Services Limited all necessary information and assistance to complete such documents as soon as possible after the making of this Agreement and, in any event, in sufficient time to be completed for issue to passengers.
2. All Flights are conditional on the grant and continued retention of, and are subject to, the terms and conditions of (i) the relevant air transport license issued to the Carrier by the relevant authority and (ii) any further licenses or registrations which may be required for the operation of the Flight, whether required under the laws or regulations of the state in which the Aircraft is registered or any other state to, from or over which the Aircraft will be flown in the course of the Flight.
3. The Charterer shall ensure that passengers and their baggage and any cargo shall be at the specified check-in point at the departure airport not later than the Check-in Time and that all passengers possess all required Traffic Documents, identity documents, passports, visas and other documents required by the Carrier and authorities of states of departure, transit and arrival of the Flight for the transportation of them, their baggage and any cargo.
4. In the event that any passenger of the Charterer fails to arrive in sufficient time to be carried on the Flight (notwithstanding any efforts made by Voler Aviation Services Limited to re-schedule the Flight), Voler Aviation Services Limited and/or the Carrier shall be under no liability whatsoever to the Charterer or to such passenger. If the Carrier, in its absolute discretion, arranges for any such passenger to be carried on an alternative flight or routing, the Charterer shall pay on demand to Voler Aviation Services Limited such additional sum that the Voler Aviation Services Limited may

specify for each such passenger to cover any additional charges levied by the Carrier.

5. In the event that any passenger of the Charterer is refused entry at any destination airport, the Charterer shall indemnify and keep indemnified Voler Aviation Services Limited, its officers, employees and agents against any and all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) incurred by Voler Aviation Services Limited in respect thereof (including but not limited to charges, fees, penalties, imposts or other expenses levied upon the Carrier and passed on to Voler Aviation Services Limited) or of any arrangements made by the Carrier and/or Voler Aviation Services Limited to return such passenger to the country from which such passenger was originally carried.

4. BOOKINGS

All bookings for flights must be confirmed to Voler Aviation Services Limited in writing (post, e-mail or fax) and under no circumstances shall Voler Aviation Services Limited be liable for their failure to provide an aircraft for any flight which has not been so confirmed.

5. CHARGING RATES

A pre-booked flight for which a quotation has been given will be invoiced to the customer at the quoted price. Where the customer requires a change to the itinerary which was not envisaged in the quotation Voler Aviation Services Limited shall be entitled to charge at their normal rate for any additional time flown or expenses incurred including following a diversion to another airfield due to adverse weather or other operational reasons, outside of Voler Aviation Services Limited reasonable control.

The Charter Price shall be specified in the Charter Contract and shall, unless otherwise stated, include fuel, oil, maintenance, landing, security, per capita head fees, air traffic control, hangarage, parking, ground handling, all license fees, clearance fees, royalties and non-objection fees, baggage screening charges, and the remuneration and expenses of the Carrier's crew and cabin staff.

All other costs including (but not limited to) connections to and from airports, ground accommodation and non-standard catering shall exclusively be for the account of the Charterer, unless otherwise specified in the Charter Contract.

The Charter Price shall be based on the costs of aviation fuel and other variables at the date of the Charter Contract. Accordingly, the Charter Price shall be subject to surcharges imposed by the Carrier for any fuel, insurance or currency variations.

The Charter Price and all other charges provided for in this Agreement are exclusive of any value added or sales taxes which shall be paid in addition by the Charterer at the prevailing rate

Charter by Flying Time (Hourly Rate)

If an hourly rate of charge is quoted, it will be calculated by the elapsed time the aircraft rotor blades have been turning. All disbursements are charged. These are for example, airport/heliport landing charges, accommodation and field fuel facilities. A minimum flying hour charge may be quoted where extensive availability of the helicopter is required with little actual flying time involved.

Charter by Fixed Price

The quotation provides an all-inclusive price for a specific service of helicopter availability, flying time and ancillary costs. Any additional availability, flight or costs incurred due to the customer changing the requirements from that quoted will be subject to additional charge. Reduced requirements will not necessarily be subject to reduced charge, which will in any case be solely at the discretion of Voler Aviation Services Limited.

6. FLIGHT CANCELLATIONS

These Flight Cancellation conditions shall apply to all contracts for the charter of aircraft from Voler Aviation Services Limited and shall automatically form an integral part of any Agreement (defined below). No variation of the Conditions shall be effective unless agreed in writing by Voler Aviation Services Limited.

All cancellations shall be made to Voler Aviation Services Limited in writing (post, e-mail or fax) failing which no notice shall be deemed to have been given.

Cancellation charges shall vary depending on the Carrier and Flight(s) to be performed. Voler Aviation Services Limited shall use reasonable endeavours to minimize cancellation charges raised by the Carrier however the Charterer acknowledges that such charges will be levied upon Voler Aviation Services Limited in the event of Charterer's cancellation and as such, the cancellation charges as between Voler Aviation Services Limited and Charterer represent a genuine pre-estimate of the loss that Voler Aviation Services Limited will suffer and do not in any way represent a penalty.

In the event of any cancellation of the Charter or any part of it by the Charterer, Voler Aviation Services Limited shall be entitled to receive as guidance, as liquidated damages and not as a penalty, the following:

- (a) 10% of the Charter Price if notice of cancellation is received by Voler Aviation Services Limited more than seven (7) days before scheduled departure;
- (b) 20% of the Charter Price if notice of cancellation is received by Voler Aviation Services Limited less than seven (7) days but more than 48 hours before scheduled departure time;
- (c) 30% of the Charter Price if notice of cancellation is received by Voler Aviation Services Limited less than 48 hours before scheduled departure time;

(d) 60% of the Charter Price if notice of cancellation is received by **Voler Aviation Services Limited** less than 24 hours before scheduled departure time; or

(e) If no notice is given or be deemed to have been given, 90% of the total cost or the full charge for any flying which has been undertaken, whichever is the greater, will be payable by the customer.

In the event of cancellation or early termination of flights due to weather:

- **Voler Aviation Services Limited** will endeavour to re-assign bookings to a day/s of suitable weather, subject to helicopter and crew availability.
- Whilst **Voler Aviation Services Limited** will endeavour to advise of the likelihood of unsuitable weather, it accepts no responsibility for the accuracy of any forecast provided.
- **Voler Aviation Services Limited** reserves the right to charge for availability of the helicopter and costs already incurred on behalf of the customer.
- The pilot alone shall decide on the suitability of the weather for safe flight for any operation.

Under no circumstances shall **Voler Aviation Services Limited** be liable for loss incurred by customers or their passengers of whatsoever nature whether direct, indirect or consequential by reason of the cancellation or delay of a flight howsoever caused.

In the event that:

1. Any Aircraft required for the operation of any Flight is detained (whether lawfully or not) by any third party (including but not limited to detention by any aviation or airport authority, overflight authority or by way of lien or requisition for hire or otherwise); or
2. If the Carrier has an administrator, receiver, administrative receiver, trustee or other like person appointed over a part or all of its assets or business and as a result the Carrier is unable to perform the Flights at the same cost to the Carrier; or
3. If the Carrier becomes insolvent, enters into voluntary liquidation or is compulsorily wound up

Then **Voler Aviation Services Limited** shall use reasonable endeavours to find an alternative carrier to operate such Flights as may be affected by the occurrence of any of the above events.

2. If a Flight is, or is to be delayed beyond the scheduled time of departure by reason of any failure by the Charterer or any passenger to comply with its obligations hereunder or any other act or omission on the part of the Charterer or any passenger, in all cases which is not attributable to Force Majeure or otherwise not beyond Charterer's or any passenger's control, then **Voler Aviation Services Limited** shall use reasonable endeavours to make arrangements with the Carrier to re-schedule the affected Flight provided always that the Charterer shall indemnify **Voler Aviation Services Limited** in respect of any loss incurred by, or increased charges levied on, **Voler Aviation Services Limited** as a result of such delay.

3. If Voler Aviation Services Limited is unable to make arrangements with the Carrier to re-schedule the affected Flight, Voler Aviation Services Limited reserves the right in such circumstances to cancel the Charter Agreement with respect to the affected Flight, and to charge the Charterer the applicable cancellation charges in the Charter Contract.
4. In the event of any delay (other than any delay for technical reasons the responsibility and liability for which shall lie with the Carrier) deviation or diversion of any Flight, the Charterer shall be solely responsible for any and all accommodation, refreshments, meals, transportation or any other additional costs, expenses, losses, damages or liabilities of whatsoever nature incurred in respect of the Charterer's passengers wherever and howsoever the same shall arise. All such costs, expenses, losses, damages or liabilities incurred by the Carrier shall be reimbursed by the Charterer to Voler Aviation Services Limited on demand.
5. The Charterer may cancel a Flight pursuant to this Agreement at any time prior to departure by notice in writing to Voler Aviation Services Limited, subject to the cancellation terms set out in the Charter Contract.

7. TERMS OF PAYMENT

The Charterer shall pay promptly to Voler Aviation Services Limited the Charter Price and any ancillary costs in accordance with the agreed payment schedule. All payments shall be made without deduction, set-off, counterclaim or withholding whatsoever.

Time for payment of the Charter Price shall be of the essence. Voler Aviation Services Limited shall be entitled to treat non-payment of the Charter Price as constituting the cancellation by the Charterer of the relevant Charter entitling Voler Aviation Services Limited to payment.

Unless a credit account is held or alternative payment arrangements have been agreed, cleared payment will be required at booking.

Payment will only be accepted by bank transfer, cleared cheque or major credit/debit card.

Credit terms are by special arrangement and are on condition that all invoices must be paid upon receipt unless otherwise stated. Failure to comply with these conditions may result in withdrawal of credit facilities. Where payment in full is not received within term, we reserve the right to charge interest of 15% pa on any outstanding balance.

8. AIRCRAFT AND CREW

The captain of the Aircraft shall have complete discretion concerning preparation of the load carried and its distribution and of the Aircraft for flight, whether or not a Flight shall be undertaken or abandoned once undertaken and deviation from proposed route, where landing shall be made and all such other matters relating to the operation of the Aircraft and the Charterer shall accept all such decisions as final and binding.

All ground and operating personnel, including cabin staff, are authorized to take orders only from the Carrier unless specific written agreement shall first have been obtained from the

Carrier whereby certain defined instructions may be accepted by such personnel from the Charterer.

Subject always to the Carrier's conditions of carriage, in the event that a passenger's conduct, behaviour or health is deemed by the Captain of the Aircraft to cause, or be likely to cause, discomfort or nuisance to other passengers or jeopardise the safety of the passengers and/or the Aircraft, then the Captain of the Aircraft shall be entitled to take any action deemed necessary to procure the safety of the passengers and Aircraft including, but not limited to diverting or returning to the airport of departure and/or removing the passenger(s) in question. If such action is deemed necessary, Charterer shall compensate Voler Aviation Services Limited against any loss incurred by Voler Aviation Services Limited as a result of such diversion and removal.

9. BAGGAGE

Baggage Allowance

Baggage allowance is limited by weight to 15kg per passenger. To maximise the available space, we recommend non-rigid bags, the total dimension of each not to exceed 60ins (length + width + height). Subject to space being available extra bags may be carried, however this may result in additional flight charges and/or landing fees. Voler Aviation Services Limited reserve the right to refuse excess baggage and arrange ground transfer (at additional cost) where the above limits are exceeded.

Golf Clubs

Where golf clubs are to be carried, this requirement must be confirmed to our staff at booking, to ensure that a suitably modified helicopter is supplied. We regret that due to limited space only x1 standard, non-professional set (removed from hard transit case) can be carried per passenger (maximum of 4 sets). Please contact our Sales staff for further information if you are in any doubt about the above limitations.

Restricted Articles in Baggage

Dangerous Goods, the following articles should never be packed in baggage or carried on the aircraft in person:

- Electronic Cigarettes
- Explosives – Fireworks, flares, toy guns and caps
- Flammable & Non-Flammable Gas – Aerosols (over 2kg or 2 litres, camping gas cylinders.
- Carbon dioxide cylinders for soda siphons, lighter refills, butane gas cylinders, filled aqua lung cylinders, mace
- Deeply refrigerated gases – liquid nitrogen
- Flammable Liquids – Paints, thinners, solvents
- Flammable solids – Firelighters
- Oxidising materials – Bleaches

- Organic peroxides – Resin kits poisons – Arsenic, cyanide, weed killer, tear gas
- Infectious substances – Viruses and bacteria (which would affect humans & animals)
- Radioactive materials – Instruments containing radioactive source radioisotopes for research
- Corrosive materials – Acids, alkalis, metallic mercury, thermometers containing mercury, barometers
- Miscellaneous – Magnetised materials, formalin etc

Restricted Articles

Articles which may be carried with special precautions – if you are carrying any of these articles, please notify our Operations Dept, prior to flight for advice:

- Sporting Guns
- Medicines & Toilet Articles
- Matches & Lighters
- Butane hair stylers
- Dry Ice
- Oxygen and Carbon Dioxide Cylinders
- Cardiac pacemakers
- Wet-cell batteries
- Munitions of war
- Radio telephones
- Christmas crackers
- Radio, television & CD players
- Cooking oil

10. CHECK-IN

Check-in – Passenger Flights

Passengers departing from a **Voler Aviation Services Limited** facility, or a private/hotel site should be available for boarding at the helipad 15 minutes prior to the scheduled departure time of the helicopter, to allow for a safety brief and security checks. If departing from an airport, please allow 30 minutes. Failure to do so may result in cancellation of the flight or additional charges.

Check-in – Filming Flights

Film crews should ensure that they are available one hour prior to the scheduled departure time of the helicopter, to allow time for camera preparation, safety brief and any security checks.

11. AIRPORT TRANSFERS

Passengers transferring to a **Voler Aviation Services Limited** service should advise our staff of inbound details at confirmation. In the event of the connection being delayed, **Voler Aviation Services Limited** will make reasonable endeavour to continue availability beyond the scheduled departure, but reserve the right to cancel the booking.

Passengers transferring to domestic commercial fixed- wing flights are recommended to allow a minimum of 1 hour from the arrival of the helicopter to the scheduled departure time. For overseas flights, please check with your airline, and advise our Operations Staff.

12. SAFETY AROUND THE HELICOPTER

Customers should ensure that all personnel working in, around or with the helicopters are either totally removed from the operating site before flying operations commence or have received a safety briefing originating from **Voler Aviation Services Limited**.

13. EXCLUSION OF LIABILITY

1. Neither Voler Aviation Services Limited nor the Charterer shall be under any liability to each other for any failure by it to perform its respective obligations under this Agreement arising from Force Majeure.
2. The Charterer shall indemnify Voler Aviation Services Limited, its officers, employees and agents against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred and arising out of or in connection with:
 1. Charterer's breach or negligent performance or non-performance of this Agreement; and
 2. The enforcement of this Agreement; and
 3. Any claim made against Voler Aviation Services Limited by a third party arising out of or in connection with the Charter, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by Charterer, its employees, agents or subcontractors;
3. Voler Aviation Services Limited is not an air carrier neither is it an operator of aircraft or agent of the Carrier and accordingly shall not be deemed to undertake any carriage to which this Agreement relates as a common carrier.
4. The Charterer hereby acknowledges and agrees that Voler Aviation Services Limited is not in any way responsible for the acts, omissions or defaults of the Carrier or the failure of the Carrier to perform its obligations contemplated hereunder and hereby waives any claims against Voler Aviation Services Limited for the Carrier's acts, omissions and defaults, including but not limited to, technical failure of the Aircraft resulting in accident, cancellation or delay.
5. Nothing in this agreement limits or excludes Voler Aviation Services Limited liability for:

Death or personal injury caused by its negligence; or fraud or fraudulent misrepresentation; Voler Aviation Services Limited shall not be liable to the Charterer, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this agreement for:

1. Loss of profits;
2. Loss of sales or business;
3. Loss of agreements or contracts;
4. Loss of anticipated savings;
5. Loss of or damage to goodwill;
6. Loss of use or corruption of software, data or information;
7. Any indirect or consequential loss.

14. TERMINATION

Either party (the "Terminating Party") may terminate this Agreement immediately by notice in writing if:

1. The other party commits a breach of this Agreement which is incapable of remedy or which, if capable of remedy, is not remedied within such reasonable time as the Terminating Party shall require following notice to the other party of the breach; or
2. The other party is unable to pay its debts (within the meaning of Section 123 Insolvency Act 1986 as if the words 'if it is proved to the satisfaction of the court' were replaced by 'if in the reasonable opinion of the Terminating Party') or a petition is presented or a resolution is passed to wind up the other party or an administration order is made in relation to the other party or a receiver, manager, administrative receiver or like person is appointed over the whole or any material part of the property, undertaking or assets of the other party; or the other party makes a voluntary arrangement within the meaning of Section 253 Insolvency Act 1986 or the other party becomes insolvent or is otherwise unable to pay its debts; or an analogous event to any of those in this clause occurs in respect of the other party in any territory whose jurisdiction the other party is subject.
3. Termination of this Agreement shall be without prejudice to any rights or remedies available to or any obligations or liabilities accrued to, either party at the effective date of termination. Except as provided herein, following termination the parties will have no obligation to further perform their obligations under this Agreement, with the exception of any obligations which expressly apply hereunder after termination.

Notwithstanding anything in this Agreement to the contrary, in the event of any termination by Voler Aviation Services Limited, Voler Aviation Services Limited shall, at Charterer's request and subject to payment of the Charter Price and any other sums due in respect of the Charter, honour and cause each Carrier to perform any trips that were scheduled by Charterer prior to the effective date of the termination.

15. MISCELLANEOUS

1. Any notice required to be given under this Agreement shall be in writing and shall be deemed duly given if left at or sent by first class post or facsimile message to the 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 handed to or left at the address of the party to be served and if served by post on the day (not being a Sunday or Public Holiday) next following the day of posting or if served by facsimile message upon the day such facsimile message is sent.

2. This Agreement sets out the entire agreement and understanding between the parties or any of them in connection with the Charter of the Aircraft as described herein.
3. No person other than a party to this Agreement may enforce this Agreement by virtue of the Contracts (Rights of Third Parties) Act 1999
4. No party has relied on any warranty or representation of any other party except as expressly stated or referred to in this Agreement.
5. No claims shall be made against Voler Aviation Services Limited in respect of any representation warranty indemnity or otherwise arising out of or in connection with the Charter of the Aircraft except where such representation, warranty or indemnity is expressly contained or incorporated in this Agreement.
6. No variation of this Agreement shall be effective unless made in writing and signed by authorised signatories on behalf of both parties.
7. No failure by Voler Aviation Services Limited to exercise and no delay by Voler Aviation Services Limited in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies herein provided are cumulative and are not exclusive of any rights or remedies provided by law.
8. The Charterer shall not be entitled to assign the benefit of this Agreement without Voler Aviation Services Limited prior written consent.
9. The waiver by either party of a breach or a default of any provision of this Agreement by the other party shall not be construed as a waiver of any succeeding breach of the same or any other provision, nor shall any delay or omission on the part of either party to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any right, power or privilege by such party.

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

Each party irrevocably agrees, for the sole benefit of Voler Aviation Services Limited that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims). Nothing in this clause shall limit the right of Voler Aviation Services Limited to take proceedings against Charterer in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction. If so requested by Voler Aviation Services Limited the Charterer shall provide an address in England and Wales where service of process can be effected.

