

**HELICOPTER FLIGHT SERVICES' STANDARD TERMS & CONDITIONS**  
**FOR THE PROVISION OF HELICOPTER SERVICES**

**1. TERMS AND CONDITIONS**

1.1 The terms and conditions upon which Helicopter Flight Services ("HFS"), a division of ST Aerospace Engineering Pte Ltd, is willing to charter a Helicopter with crew are contained in these terms and conditions to the exclusion of all other terms, conditions, warranties and representations including in particular any specified by the Charterer in any way. No addition to or variation of these terms and conditions shall bind HFS unless specifically accepted in writing (including fax and electronic mail) by a duly authorised representative of HFS.

1.2 In these terms and conditions, unless the context requires otherwise:

"Agreement" means the agreement between HFS and the Charterer for the provision of helicopter services, including charter of helicopter, by HFS. An Agreement shall arise upon acceptance by Charterer in writing (including by fax and electronic mail) of any quotation.

"Charterer" means any person or legal entity chartering or offering to charter, any helicopter from HFS.

"Helicopter" means any helicopter which is the subject of an Agreement between HFS and the Charterer.

"Flight Schedule" means the place of departure, place of destination and any stopping points, together with any indications or estimations of departure and arrival times, agreed between HFS and the Charterer in the quotation and confirmation of booking.

1.3 The heading in these terms and conditions are for convenience only and shall not affect interpretation.

**2. CHARTER OF HELICOPTER**

2.1 Subject to the terms and conditions herein, HFS shall use best efforts to provide the Helicopter, manned and equipped for the performance of the Flight Schedule, for use by the Charterer. HFS shall provide no other services, either in flight or on the ground, unless specifically agreed in writing.

**3. DISCRETION, CAPACITY NOT USED, LOADING AND PACKING**

3.1 If the Helicopter for any reason, whether before or after the commencement of the Flight Schedule, is not able to undertake all or part of the Flight Schedule, HFS may, at its discretion, substitute one or more helicopters of the same or another type and the provisions of the Agreement shall apply mutatis mutandis to the substituted helicopter(s). If no substitution is made, HFS shall not be under any liability to the Charterer and the Charterer shall remain liable to pay for that part of the Flight Schedule (if any) that has been performed.

3.2 The Aircraft Commander shall have absolute discretion:

3.2.1 to refuse to carry any passenger, baggage or cargo;

3.2.2 to decide what load may be carried on the Helicopter and its distribution;

3.2.3 to decide whether and when a flight may be safely undertaken and where and when the Helicopter may be landed; and

3.2.4 generally as to all matters relating to the operation of the Helicopter,

and HFS shall be under no liability for termination of, or deviation from, the Flight Schedule resulting from exercise of these discretions.

3.3 If, due to any reason whatsoever, the Helicopter is diverted from any airfield or destination shown in the Flight Schedule to another airfield the journey to the said airfield or destination may, at HFS' sole discretion, be deemed to be complete when the Helicopter arrives at the other airfield or destination.

3.4 HFS shall be entitled at its own discretion and without compensation to the Charterer to use any part of the carrying capacity of the Helicopter unused by the Charterer (except the carriage of additional passengers), to use any part of the Flight Schedule unused by the Charterer, and to make additional or different stopping points provided that the departure and destination times are not materially affected.

3.5 Loading and unloading of the Helicopter shall be at the expense of HFS. However, the Charterer shall ensure that any goods to be transported are sufficiently and properly packed for carriage and shall supply adequate damage and tie-down material taking into account all reasonable demands of HFS and the Aircraft Commander and where necessary complying with the relevant aviation regulations, a copy of which is available for inspection at the offices of HFS and with which the Charterer is deemed to be familiar.

#### 4. **PRICE AND PAYMENT**

4.1 The Charterer shall pay to HFS the charter price as set out in the quotation. Unless credit facilities have been put in place prior to flight, full payment (in cleared funds) must be made prior to flying. HFS reserves the right to cancel the Flight Schedule without warning in the event that full payment (in cleared funds) has not been made at the proposed time of departure and if HFS nevertheless proceeds with departure, it will be without prejudice to all its rights hereunder.

4.2 If any sum due and payable by the Charterer is not paid when due, HFS shall be entitled to charge interest on such sum from the due date to the date of payment (both before and after judgment) at the rate of two percent (2%) per month or part thereof, compounded monthly.

4.3 Any price quoted or agreed by HFS may be varied, by HFS giving written notice of such variation prior to the commencement of the Flight Schedule, to take account of increase beyond HFS' control in the costs of performance of HFS' obligations herein. Upon such written notice, the Charterer may cancel its order as provided in Clause 6.1.3, in which event the Charterer shall pay any costs already incurred by HFS in preparation for the performance of the Flight Schedule. HFS' determination of such costs shall be conclusive, in the absence of manifest error.

4.4 The charter price does not include any taxes, duties, levies or charges assessed or imposed by any governmental authority or any airport authority in connection with the performance of the Agreement or the landing or take-off of Helicopter or the carriage, embarkation or disembarkation of passengers or the loading or

unloading of baggage and/or cargo, all of which shall be paid by the Charterer or reimbursed by the Charterer to HFS on demand.

- 4.5 If at the request of the Charterer or where HFS has, having used all reasonable endeavours, exercised its discretion to necessarily depart from the Flight Schedule, the Helicopter is used by the Charterer otherwise than in accordance with the Flight Schedule the Charterer shall pay to HFS in respect of such use a sum (as notified by a duly authorised employee of HFS) calculated at the basic hourly rate applicable to the Flight Schedule. The said sum shall become due and payable upon notification as aforesaid together with all fees, costs and charges incurred in respect of each flight including, without limitation, landing fees, hanger fees, parking fees, air navigation fees, ground service and handling fees, customs duties, airport surcharges, accommodation meals and refreshment charges and all pilot and crew expenses thereby incurred.

## 5 DELAYS

- 5.1 If the performance of the Flight Schedule is prevented or delayed by any act or omission of the Charterer or anyone under its control or acting on its behalf (including, without limitation, by any passenger or goods not having arrived 10 minutes before the scheduled departure time) HFS may at its discretion and without liability depart as scheduled or alternatively delay departure and charge demurrage against the Charterer at a rate equivalent to 1 hour flying charge (calculated based on the rate quoted for "additional flight hours") per day, or part thereof, that the flight is delayed and/or cancel the flight. In the event of cancellation, the Charterer shall be liable for cancellation charges as provided in Clause 6.4.3 as if notice of cancellation had been then received.
- 5.2 In the event of non-performance or delay caused by any event beyond HFS' control, including without limitation, actions of third parties, labour difficulties, inclement weather, denial of an ATC clearance by CAAS or other aviation authority, denial of boarding by security agencies or technical breakdown or accident to the Helicopter or any part thereof or any machinery to be used in relation to the Helicopter, HFS shall use all reasonable endeavours to perform or continue the Flight Schedule but otherwise shall have no liability to the Charterer.
- 5.3 In the event of part performance of the Flight Schedule by virtue of the Charterer's default in any of the circumstances referred to in Clauses 5.2 and 5.3, the Charterer shall be liable to pay such portion of the charter price as shall be proportionate to that part of the Flight Schedule which has been performed together with any additional charges and expenses payable by the Charterer pursuant to these terms and conditions.

## 6 TERMINATION

- 6.1 Subject to the provisions of Clauses 6.2 and 6.3, either party may terminate the Agreement by giving written notice to the other:
- 6.1.1 At any time before the time specified for the commencement of the first journey set out in the Flight Schedule ("scheduled departure time") or
- 6.1.2 At any time if the other party commits a material breach of its obligations under the Agreement or an act of bankruptcy or becomes insolvent or enters into any arrangement or composition with its creditors or being any individual dies or being a partnership is dissolved or being a corporation passes a resolution or has a petition presented for winding up (otherwise than for the purpose of merger or re-construction only) or

- 6.1.3 In the case of termination by the Charterer only, by giving written notice of termination so as to be received by HFS within 2 days of receipt by the Charterer of notice of increase in price from HFS as referred to in Clause 4.3.
- 6.2 If the Agreement is terminated by HFS:
- 6.2.1 in accordance with Clause 6.1.1, then the Charterer shall not be liable to pay the charter price and HFS shall be under no further obligation or liability to the Charterer by reason of such termination;
- 6.2.2 in accordance with Clause 6.1.2, hereof then the Charterer shall be liable to pay the appropriate cancellation charges referred to in Clause 6.4 as if notice of cancellation has been received on the date of termination together with such portion of the charter price as shall be proportionate to that part of the Flight Schedule (if any) which has been performed and additional charges, costs and expenses payable by the Charterer pursuant hereto and HFS shall be under no further obligation or liability to the Charterer by reason of such termination.
- 6.3 If the Agreement is terminated by the Charterer:
- 6.3.1 in accordance with Clause 6.1.1, then the Charterer shall be liable to pay to HFS the appropriate cancellation charge referred to in Clause 6.4;
- 6.3.2 in accordance with Clauses 6.1.2 or 6.1.3, then the Charterer shall be liable to pay such portion of the charter price as shall be proportionate to that part of the Flight Schedule which has been performed together with any additional charges, costs and expenses payable by the Charterer pursuant hereto.
- 6.4 If notice of cancellation from the Charterer is received by HFS:
- 6.4.1 more than 48 hours before scheduled departure time, no charge will be levied, other than any out of pocket expenses incurred in obtaining over flight and landing permits or similar authorisations;
- 6.4.2 less than 48 hours but more than 24 hours before the scheduled departure time, the Charterer shall, on demand, pay the minimum charge equivalent to the cost of the first hour of flight time;
- 6.4.3 less than 24 hours before the scheduled departure time, the minimum charge, the Charterer shall, on demand, pay the minimum charge equivalent to the cost of the first hour of flight time or, if greater such portion thereof as is proportionate to that part of the Flight Schedule already performed plus the flight time for the return of the Helicopter to its operating base (whichever is the greater) together in either case with any additional amounts payable by the Charterer hereunder.

## **7. INDEMNIFICATION AND EXCLUSION OF CONSEQUENTIAL DAMAGES**

- 7.1 The Charterer shall indemnify and keep indemnified HFS against all liabilities claims costs and expenses whatsoever (including legal fees on a full indemnity basis) incurred by HFS in respect of any liability whatsoever to third persons (including but not limited to passengers consignors and consignees) arising out of any breach of contract, wrongful or negligent act or omission of the Charterer its

servants or agents or any passenger carried by authority of the Charterer or out of any delay, non-performance or partial performance on the part of the Charterer or such servants agents or passengers.

- 7.2 NOTWITHSTANDING ANY OTHER PROVISION HEREIN AND REGARDLESS OF WHETHER THE CLAIM OR FORM OF ACTION IS IN CONTRACT, TORT OR ANY OTHER FORM OF ACTION WHATSOEVER, INCLUDING, WITHOUT LIMITATION, NEGLIGENCE OF HFS OR ITS SERVANTS OR CONTRACTORS, IN NO EVENT WHATSOEVER SHALL HFS BE LIABLE FOR ANY INDIRECT OR CONSEQUENTIAL LOSSES OR DAMAGES OR FOR ANY LOSS OF USE, REVENUE OR PROFIT, SUFFERED OR INCURRED BY CHARTERER ARISING OUT OF OR IN CONNECTION WITH THE CHARTER OF THE HELICOPTER OR THE AGREEMENT.

## 8. REGULATIONS

- 8.1 The Charterer will comply with and take all reasonable steps to cause all passengers and owners of freight carried to observe and comply with all traffic regulations of HFS and all customs, public health and other laws and regulations which are applicable in the countries in which flights are originated landings are made or over which flights are made. The Charterer warrants that all passengers will hold all necessary passports, visas, health and other certificates necessary to secure transit through any intermediate points and entry into the country of destination of the flight and in the event that the appropriate immigration authorities refuse entry to any passenger in circumstances where HFS is required to transport such passengers to the point of origin of the flight or to any other point then the Charterer must pay for so doing as if the flight involved were an additional flight requested by the Charterer under Clause 4.5.

## 9 GENERAL

- 9.1 The Charterer may not assign this Agreement or any part thereof to any other person without the consent in writing of HFS but HFS may assign or subcontract the performance of its obligations and any of its rights and obligations herein.
- 9.2 Except as otherwise expressly provided, the rights under the Agreement are for the benefit of the parties hereto and are not for the benefit of any third party and any statutory provisions providing otherwise are, to the extent legally permissible, excluded by agreement between the parties.
- 9.3 Any notice required to be given under the Agreement shall be given by delivering it at or by sending it by telex recorded delivery or registered post to the address of the addressee shown in the Agreement. If sent by recorded delivery or registered post it shall be deemed to have been given on the day on which it would have been received in due course of post.
- 9.4 The failure of any party to enforce at any time any of the provisions hereof shall not be construed to be a waiver of such provisions or a waiver of the right of such party thereafter to enforce any such provisions. No waiver by a party of any right hereunder shall be deemed as a waiver of any other right.
- 9.5 The Agreement, comprising these terms and conditions, the quotation, the acceptance or confirmation of booking (but excluding any terms proposed by the Charterer which has not been specifically agreed to in writing by HFS) and any other document expressly incorporated by contract, constitutes the entire agreement between the parties relating to the subject matter hereof and supersedes all previous negotiation, representations and agreements whether written or oral.

9.6 The Agreement shall be governed by and construed in accordance with the laws of Singapore, without reference to its conflicts of laws rules. Any dispute arising out of or in connection with the Agreement that the Parties are unable to resolve amicably shall be finally settled by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre. All arbitration proceedings shall be in the English language. The decision of the arbitration tribunal shall be final and binding on the Parties.