



AIRCRAFT CHARTER TERMS AND CONDITIONS

Star Aviation shall make available to the Client the Aircraft as specified in the Flight Schedule for passengers and/or goods and the Client shall take the Aircraft upon the Terms and Conditions set out in the Flight Schedule and subject to the Terms and Conditions set out in the General Terms Conditions. Star Aviation may use its own fleet of Aircraft or may use Aircraft from its pre-qualified list of air charter suppliers.

General Terms and Conditions

These are the General Terms and Conditions that apply to chartering an Aircraft from Star Aviation Pty Ltd (“**Star Aviation**”) by an individual person, company or firm (the “**Client**”), to the exclusion of all other terms and conditions, warranties and representations, except any specifically agreed between Parties in writing.

Item 1. DEFINITIONS

In this Agreement unless the context otherwise requires, the following expressions shall have the following meanings:

“Agreement”	shall mean the charter Agreement entered into by Star Aviation and the Client for the provision of services including in the Flight Schedule and these General Terms.
“Aircraft”	shall mean any Aircraft which is the subject of a booking and charter Agreement between Star Aviation and the Client described in the Flight Schedule
“Aircrew”	shall mean the flight crew provided with the Aircraft.
“Captain”	shall mean the Captain in command of the Aircraft.
“Client”	shall mean the person, company or firm entering into this Agreement as identified in the Flight Schedule
“Charter Price”	shall mean the price payable for the scheduled flights(s) and such services as are agreed in advance between Star Aviation and the Client as set out in the Flight Schedule
“Confirmed Charter”	shall mean the charter confirmed by Star Aviation in accordance with Flight Schedule
“Dangerous Goods”	shall mean Dangerous goods as defined by the International Civil Aviation Organisation's standards and by the Australian Dangerous Goods Code
“Flight Schedule”	shall mean the designated places of departure, arrival and any stopping points as well as many departure and arrival times agreed between Star Aviation and the Client as part of the charter, together with any amendments or additions made during the course of the charter as agreed between Star Aviation and the Client.
“General Terms”	shall mean the General Terms and conditions set out below.
“Operator”	shall mean the licensed Operator of the Aircraft or any of its employees, directors, officers, in detail, the Operator is the one to transport the Client.
“Parties”	shall mean Star Aviation and the Client
“Passenger Manifest”	shall mean the manifest that the Client must supply
“Star Aviation”	Shall mean Star Aviation Pty Ltd trading as Star Aviation

Item 2. QUOTES

- 2.1 All Quotations are supplied subject to the Flight Schedule and the General Terms and Conditions
- 2.2 The Quotation shall remain open for a period of 14 days prior to its acceptances and is subject to Aircraft availability at the time of confirmation.
- 2.3 Whichever party accepts the Quotation, whether an individual, broker or Company is deemed to be the Client
- 2.4 To accept a Quotation the Client must confirm this in the form of an email or fax with a Company purchase order number. Star Aviation by return will email or fax a written confirmation for your booking.
- 2.5 The Quotation and Charter Price includes all aspects of the Aircraft operation. (Aircraft hire, flight crew, fuel, oil, maintenance, air navigation and air charges).
- 2.6 Any such additional costs (i.e. ground transportation, catering, accommodation) and other additional service costs shall be invoiced by Star Aviation to the Client and shall be paid for by the Client.
- 2.7 Quotes are based on the specific Aircraft types indicated in the Flight Schedule, should that specific Aircraft type become unavailable due to unforeseen circumstances every effort will be made to secure an equivalent Aircraft.
- 2.8 Itinerary changes are permitted however subject to approval by Star Aviation, Aircraft and Crew availability, costs will be adjusted accordingly



Item 3. CONFIRMATION

- 3.1 On receipt of the booking confirmation from the Client, both Star Aviation and the Client will be bound by these Terms and Conditions published at www.star-aviation.com.au
- 3.2 The confirmation from Star Aviation or an alternate Operator is subject to the Aircraft still being available to carry out the Flight Schedule. Once this confirmation has been made the charter will be confirmed with the Client by Star Aviation.
- 3.3 Performance of the Flight Schedule is conditional on all necessary authorisations, including permission to being obtainable.

Item 4. STAR AVIATION'S RIGHTS AND OBLIGATIONS

- 4.1 Star Aviation will provide an Aircraft and Aircrew for the Client, with the Aircraft being fully fuelled, maintained and equipped to carry out the Flight Schedule.
- 4.2 Star Aviation reserves the right at any time to refuse to allow the Client or any of its passengers on board the Aircraft should this be deemed necessary for whatever reason, including but not limited to, their behavior, and to charge the Client any costs related to the Client's or any of its passengers' behavior which causes financial loss.
- 4.3 Meals and accommodation, as required for Star Aviation Aircrew, are the responsibility of the Client chartering the aircraft. Alternatively Star Aviation will organise and provide the Aircrew with meals, accommodation and transport and invoice the Client accordingly.
- 4.4 Sleeping accommodation must be supplied to Star Aviation Aircrew whenever the Aircraft is required on ground at a destination for four or more hours. Sleeping accommodation is determined as a single room with facilities to control light and temperature
- 4.5 Should the Confirmed Charter Aircraft(s) become unavailable or unserviceable for any reason (whether before or after the commencement of the Flight Schedule), Star Aviation may substitute a reasonably suitable alternative Aircraft for the charter without liability and in which the specific terms and conditions in the Flight Schedule may change.
- 4.6 Star Aviation does not carry Dangerous Goods and has the right to refuse carriage of any goods should the Aircrew deem such goods to be potentially hazardous.
- 4.7 The Captain of the Aircraft shall have absolute discretion to: refuse any passenger(s), baggage, cargo or any part thereof, to decide what load may be carried on the Aircraft and how it shall be distributed, to decide whether and when a flight may be safely undertaken and where and when the Aircraft shall be landed.
- 4.8 If any payment is not received from the Client by the date specified in the Charter Booking, Star Aviation may, without prejudice to any other rights or remedies it may have in respect of such default, cancel this Agreement with no further liability to the Client.

Item 5. CLIENT'S OBLIGATIONS

- 5.1 The Client must provide all information required in respect to the Charter and all its passengers including a Passenger Manifest in order to allow flight documentation to be produced.
- 5.2 Should the Client or any of its passengers fail to arrive for the check-in time, the Client shall be liable to pay for any costs arising from an incidental delay. Such costs may include, but shall not be limited to, additional airport charges, as well as costs in relation to additional Aircrew expenses (Such as accommodation, meals and refreshments required as a result of any such delay).
- 5.3 Should Star Aviation and the Client agree any amendments or additions to the Flight Schedule during the course of the charter, the Client shall pay any increase in price resulting from those amendments or additions.
- 5.4 The Client shall ensure that no damage is caused to the Aircraft by them or any of their passengers and agrees to accept full responsibility for any costs associated with and incidental to the repair of any such damage.
- 5.5 It is expressly agreed and understood by the Client that Star Aviation makes no warranties, guarantees or undertakings whatsoever in relation to the carriage of any luggage or baggage. Carriage of such items is at the sole discretion of the Captain.
- 5.6 The Client shall ensure that all luggage to be transported is sufficiently and properly packed for carriage and Star Aviation and or the Captain has the right to refuse to carry on board any luggage which has not been properly secured.



Item 6. RULES AND REGULATIONS

- 6.1 Aircraft charters are available on an all weather, all hours basis subject to Aircraft availability, Aircrew availability and Civil Aviation Regulations.
- 6.2 Aircrew hours are limited by Civil Aviation Regulations and all charter operations will be operated in accordance with those regulations.
- 6.3 Star Aviation accepts no responsibility for any adverse weather conditions that may have an impact on any charter. Extreme temperatures may require flights to be delayed or to have payload reduced to comply with Aircraft limitations.
- 6.4 Passenger baggage is limited for safety reasons and varies between Aircraft types. Baggage is generally limited to 10 kilograms per passenger and must be in the form of a soft bag. Any baggage that exceeds 10 kilograms or is presented in a hard form may be rejected.
- 6.5 Star Aviation does not carry Dangerous Goods
- 6.6 Smoking is not permitted on any of Star Aviation flights.

Item 7. PAYMENT

- 7.1 The Client shall pay the balance for the Charter Price to Star Aviation on the earlier of the date which is 30 days from the date of any invoice rendered by Star Aviation or 5 working days prior to departure of the first flight in the Flight Schedule.
- 7.2 The payment of the Charter Price shall be made in Australian Dollars (AUD)
- 7.3 Aircraft Charters booked from within Australia or by an Australian Resident incur Goods and Services Tax (GST).
- 7.4 Aircraft charters booked from outside Australia or on behalf of a non-Australian resident do not incur Goods and Services Tax (GST).
- 7.5 For the purpose of this section, time shall be of the essence and non-payment shall entitle Star Aviation to cancel or suspend the Flight Schedule without liability and without prejudice to Star Aviation's right to claim from the Client the monies remaining unpaid.
- 7.6 The Charter Price shall be inclusive of all the expenses of operating the Aircraft,
- 7.7 In the event of there being any increased costs to Star Aviation performing any of their obligations under these Terms and Conditions which are beyond their control, Star Aviation may give notice of such increases to the Client and the Charter Price payable by the Client shall increase accordingly.
- 7.8 If the Client shall delay in making any payment to Star Aviation when due, interest on the amount overdue will be payable at 5% per month or part of a month, compounded monthly.
- 7.9 If paying by credit card an additional 2.5% administration fee will be applied to the total cost of the Charter Price.

Item 8. PAYMENT TERMS

- 8.1 Payment of the Charter Price can be made directly to Star Aviation via EFT

Item 9. CANCELLATION AND TERMINATION

- 9.1 The Client on the giving of written notice can cancel the booked flight(s) up to 7 days prior to the departure date without penalty
- 9.2 Should the Client wish to cancel any of the booked flight(s) Star Aviation shall notify the Client of any expenses already incurred in relation to the chartered flight and the Client shall make payment for those expenses.
- 9.3 Cancellation by the Client later than 7 days prior to departure date shall be subject to the following cancellation charges and shall be paid forthwith by the Client to Star Aviation as agreed compensation.

1. After the booking – 7 days before departure	No Charge
2. 72 hours – 7 days	25% of Charter Price
3. 24 – 72 hours	50% of Charter Price
4. Less than 24 hours / No show – No notice	100% of Charter Price



- 9.4 Star Aviation may apply any monies already received from the Client in satisfaction of such cancellation charges.
- 9.5 In so far as the Client has already made payment of the full Charter Price of any sums over and above the amounts stipulated above, monies shall be repaid to the Client.
- 9.6 Star Aviation may terminate this Agreement immediately by notice if in the opinion of Star Aviation the Client is unable to pay its debts.

Item 10. GENERAL PROVISIONS

- 10.1 No variation of these Terms and Conditions shall be effective unless agreed in writing by both Parties
- 10.2 Failure by either party to exercise or any delay in exercising any right or remedy under this Agreement shall operate as a waiver thereof or of any right or remedy hereunder, nor shall any single or partial exercise of any right or remedy prevent further or other exercise thereof of the exercise of any other right or remedy.
- 10.3 Neither part shall assign any of its right or obligations under this Agreement in whole or in part without the prior written consent of the other Party, such consent not to be unreasonably withheld.
- 10.4 These Terms and Conditions shall be governed and construed in accordance with the laws of the state of Western Australia, Commonwealth of Australia and are subject to the jurisdiction of the Australian Courts.
- 10.5 Any dispute arising between the Client and Star Aviation concerning these Terms and Conditions shall be referred to a single arbitrator to be agreed between the Client and Star Aviation.
- 10.6 Nothing in this Agreement, expressed or implied, is intended to confer upon any third party, other than the legal successors of the Parties and third Parties to which the Agreement or certain rights under or in relation to the Agreement have been assigned as provided under this Agreement, any rights to require fulfillment of any obligation under this Agreement or any other right whatsoever under or by reason of this Agreement.

Item 11. FORCE MAJEURE

- 11.1 If a party is materially prevented, hindered, or delayed from performing any of its obligations under this letter of Agreement by reason of any act, event or circumstance, the cause of which is not of such party's making nor within the party's reasonable control, including but not limited to Act of God, war, hostilities (whether or not war has been declared), terrorist acts, riot, insurrection, civil commotion, public demonstration, sabotage, acts of vandalism, fire, flood, earthquake, extreme weather conditions, epidemic, explosion, the order of any court or governmental or regulatory authority, any strike, lock-out or other industrial trade dispute (not involving solely the Parties of that party), structural shift or subsistence, provided always that lack of funds shall not be interpreted as a cause which is not of a party's making nor within a party's reasonable control, obligations under this letter of Agreement shall be permanently suspended.

End.

For more information please contact

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