

TERMS AND CONDITIONS

1. INTERPRETATION

“Aircraft” means the aircraft itemised in the Schedule or an equivalent aircraft; “Cancellation Charge” means the amount payable by the Charterer as set out in the Schedule; “Charter Flights” means the flights set out in the Schedule; “Conditions of Carriage” means the conditions under which The Operator carries passengers (copy current as at 15.01.2015 for reference purposes attached hereto); “Contract Period” means the period from the first departure date specified in the Schedule to the date of arrival at the last destination specified in the Schedule; “Contract Rate” means the total cost specified in the quote set out in the Schedule; “Payment Period” means the period within which payment in full must be made for the charter; “Legislation” means all provisions in force from time to time of applicable legislation, including the Air Navigation Act 1920, the Civil Aviation Act 1988 and the Civil Aviation (Carriers’ Liability) Act 1959.

2. THE OPERATORS RESPONSIBILITIES

- 2.1. The Operator operate the Charter Flights during the Contract Period subject to this Charter Agreement.
- 2.2. On execution of this Charter Agreement by both parties, the Charterer shall pay 10% of the Contract Rate to The Operator, with the balance payable prior to departure of the first Charter Flight, or if the first Charter Flight is within 24 hours of the signing of the Charter Agreement, the total Contract Rate will be payable on signing.
- 2.3. The Operator shall ensure the aircraft is appropriately maintained in accordance with applicable manufacturer and regulatory requirements.
- 2.4. The Operator shall maintain current insurance policies for:
 - (i) insurance in respect of the aircraft covering liability pursuant to provisions of the Civil Aviation (Carriers’ Liability) Act, 1959 or any Act applying the provisions of the Commonwealth Act;
 - (ii) cargo or loads carried pursuant to this Charter Agreement;
 - (iii) insurance covering liability to any third party in respect of death, bodily injury, loss of and damage to property arising out of anything done or omitted to be done under this Charter Agreement for an insured limit of liability of not less than \$5 million.

3. CHARTERER’S RESPONSIBILITIES

- 3.1. The Charterer will comply with the baggage allowances specified in the Schedule, and understand that these are based on the number of passengers travelling. Should this number increase (up to a maximum of 14 passengers), the Charterer must request a revised baggage allowance notification from The Operator and must comply with such revised baggage allowances. Any baggage in excess of the allowances specified by The Operator will not be carried.
- 3.2. The Charterer will provide to The Operator in writing the full names of all passengers travelling no later than 48 hours prior to departure
- 3.3. If any of the journeys specified in the Schedule are international, then the Charterer will also provide passport details including expiry dates, country of citizenship, etc.
- 3.4. The Charterer must not use the charter services provided pursuant to this Charter Agreement for any illegal purpose, and indemnifies The Operator for all costs, charges and penalties incurred by The Operator in the event that the Charterer breaches this clause 3.4.
- 3.5. The Charterer must ensure that each of the passengers has been made aware of the Conditions of Carriage of The Operator and any limitations of liability therein, and understands that in boarding the Aircraft the passengers are accepting the Conditions of Carriage.
- 3.6. The Charterer must ensure that each of the passengers has packed his/her own baggage and is not carrying any dangerous goods in violation of the Conditions of Carriage.

4. PAYMENT

- 4.1. The Charterer shall pay the Contract Rate within the Payment Period or any Cancellation Charge that becomes payable. For the avoidance of doubt, if the Contract Rate has not been received by The Operator within the Payment Period, the Charter Agreement will be deemed to have been cancelled and the applicable Cancellation Charge will become payable immediately by the Charterer.
- 4.2. If The Operator is unable to complete the charter, The Operator will provide a refund on a pro rata basis for the Charter Flights not operated.
- 4.3. The Charterer acknowledges that the Contract Price is for the Charter Flights as specified in the Schedule. Any changes to the details in the Schedule that are required by the Charterer after the Charter Agreement has been signed but before the first Charter Flight may change the Contract Price. In these circumstances, provided that The Operator is able to accommodate the changes, the Charterer shall have the option to pay the amended Contract Price or cancel the Charter Agreement and pay any applicable Cancellation Charges. Except in exceptional circumstances, no extensions can be made to the Charter Flights after commencement of the first Charter Flight.



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5. RIGHTS OF THE OPERATOR

5.1. The Operator:

- (I) shall have the final authority on all factors which in its opinion affect flight safety. The Operator may order the Aircraft to be grounded if, in its opinion, the Aircraft is not in a condition to fly, the weather is not suitable for flying, or for any other reasons of safety or security;
 - (II) The operator has the right to cancel the charter for any reason at its discretion.
 - (III) may carry out scheduled or unscheduled inspections and maintenance on the Aircraft at its expense; and in such circumstances, to the extent permitted by law, The Operator's only liability for deciding to ground the Aircraft will be, at the Charterer's option, to resupply the service at a time within the next 90 days to be agreed between the parties or provide a refund for those Charter Flights not operated. The Operator will not be liable for any consequential loss (loss of profits, revenue or bargain) or costs incurred by the Charterer for any delay arising as a result of the performance of such maintenance.
- 5.2. The pilot in command has the right under s.224(3) of the Civil Aviation Regulations to maintain the discipline of the passengers and may refuse carriage if necessary.
- 5.3. The Operator shall, in the event an Aircraft becomes unserviceable or otherwise unavailable (for any reason), be entitled but shall not be obliged to substitute another aircraft at no additional cost to the Charterer. In the event that no substitute is provided, the Charterer will be entitled to a prorata refund.
- 5.4. The Operator reserves the right to postpone, cancel or redirect a Charter Flight due to any risks including war, riots, sabotage, quarantine issues, hijacking, terrorist activities, weather conditions and any other events beyond the reasonable control of The Operator. In any such event, The Operator accepts no liability for losses or costs incurred by the Charterer, but will provide a prorata refund to the Charterer.

6. INDEMNITIES

- 6.1. The Charterer indemnifies The Operator for any costs and expenses incurred by The Operator as a result of or in connection with damage caused to the Aircraft by passengers or baggage during the Charter Flights.
- 6.2. The Charterer indemnifies The Operator for any fee, charge, fine or penalty imposed as a result of or in connection with non-compliance by a passenger or passengers with airport, regulatory or other requirements relating to travel on the Charter Flights.

7. OPERATION

- 7.1. The Charterer acknowledges that all Charter Flights are non-smoking.
- 7.2. The Charterer acknowledges that all Charter Flights operated pursuant to this Charter Agreement are subject to the Conditions of Carriage current as at the date of the first Charter Flight.
- 7.3. The Charterer understands that the flight times are estimates only and are subject to operational and safety requirements including air traffic control clearances and weather conditions.
- 7.4. The Charterer acknowledges that the organisation of Charter Flights requires extensive coordination and pre-payment of fees and charges to third party suppliers. It is for this reason that Cancellation Charges are payable in the event of cancellation of the Charter Flights.
- 7.5. The Charterer acknowledges that all aircraft operations are subject to the provisions of statutory requirements and that operations are to be conducted pursuant to operations and flight manuals. There shall be no liability for delay or failure by The Operator to provide any service by reason of compliance with or due regard to those requirements.
- 7.6. The Operator shall not be liable for any loss, damage or delay resulting either directly or indirectly or as a consequence of it being unable to make the Aircraft available or continue the charter for any reason or circumstances beyond its control including, without limitation, adverse weather. If the delay or inability exceeds three (3) hours then either party may terminate this Charter Agreement on notice in writing to the other party. A pro rata refund will be payable by The Operator for any Charter Flights that have not been operated.
- 7.7. Subject to sub clause 7.8, The Operator's liability for breach of the express warranties and conditions provided herein; for breach of the Competition and Consumer Act 2010 or like legislation; for breach of conditions or warranties implied by law which cannot be excluded; or for breach of a duty of care; is strictly limited to the resupply of the service or an equivalent service or at The Operator's option an amount equivalent to the cost of supply of the service or an equivalent service.
- 7.8. Sub clause 7.7 does not apply to the rights conferred and liabilities under the provisions of Chapter 3 of the Australian Consumer Law.

8. ENTIRE AGREEMENT

- 8.1. These terms and conditions and the details set out in the Schedule to the Charter Proposal represent the entire agreement between the Charterer and The Operator with respect of services provided hereunder and the Charter Agreement cannot be modified except by a new written contract executed by both the Charterer and The Operator.
- 8.2. The Charter Agreement is personal to the Charterer. The Aircraft cannot be cross-hired to any other party.



CONDITIONS OF CARRIAGE

Dangerous goods NOT allowed onboard

In the interest of the safety of flight, there are several items that must not be taken on board an aircraft or be packed into checked luggage under any circumstances. These include but are not limited to the following items:

1. Explosives: fireworks, flares, toy gun caps, pyrotechnic devices, explosive articles, explosive substances, matches
2. Compressed, liquefied, flammable gases: gas cylinders, aerosols (other than medicines and toiletries for personal use)
3. Flammable substances: lighter fuel, paints, thinners, fire lighters, cigarette lighters containing unabsorbed lighter fuel
4. Oxidisers: some bleaching powders, acids and chemicals
5. Organic peroxides: hair or textile dyes, fibreglass repair kits, certain adhesives. An example is Hydrogen Peroxide
6. Toxic substances: arsenic, cyanide, weed killers. Anything liable to cause death or injury if swallowed or inhaled
7. Irritating materials: tear gas, devices such as mace, pepper & capsicum sprays
8. Infectious substances: biological products and/or those known to contain or reasonably expected to contain pathogens
9. Radioactive materials: medical or research samples are not permitted
10. Corrosives: battery or other acids, alkalis, wet cell batteries, caustic soda and mercury
11. Magnetised materials: magnetrons, instruments containing strong magnets
12. Miscellaneous: security-type attaché cases, cash bags or cash boxes
13. Internal combustion engines: chain saws, lawnmowers and the like.

Remember, if you illegally take dangerous goods on board, even inadvertently, you may be liable to prosecution and a penalty of up to seven years imprisonment or a monetary fine.

RESTRICTED ARTICLES

The following items are restricted to allowances regarding quantity and packaging on board the aircraft:

1. Electronic cigarettes: Under no circumstance are these permitted in checked luggage. It is acceptable to be carried on your person or in carry on luggage.
2. Dry ice: With the approval of The Operator it is permitted to take 2 kilograms of dry ice if used to pack perishables only. You must advise the pilot that you are travelling with dry ice.
3. Small mercury thermometers: for personal use when in a protective case.
4. Mercury barometer or thermometer: A representative of a government weather bureau or similar agency can only carry these items on their person. You must advise the pilot that you are travelling with these items.
5. Aerosols containing non-toxic or non-flammable gas: Very small compressed gas cylinders may be permitted for sporting or home use.
6. Life jackets: Life jackets and two spare cartridges are permitted as long as the compressed cartridges contain carbon dioxide or other non-flammable, non-toxic gas. You must advise the pilot that you are travelling with life jackets and or spare cartridges.
7. Insulated packages containing refrigerated liquid nitrogen: These packages are sometimes termed as 'Dry Shippers'. These packages can only be used if the liquid nitrogen is fully absorbed and it has the capacity to release any build-up of pressure. Only non-dangerous goods can be transported within the 'dry shipper'. You must advise the pilot that you are travelling with a package that contains refrigerated liquid nitrogen.
8. Ammunition for sporting purposes: You are permitted to take a maximum of 5 kilograms of ammunition that is classified in Division 1.4. You are not permitted to combine more than the amount permitted for one person. You must advise the pilot that you are travelling with ammunition. Note: Ammunition that has an explosive or incendiary function is not permitted and any ammunition will not be permitted in the cabin under any circumstances.
9. Camping stoves and fuel containers that have contained a flammable liquid: These items may be permitted as long as the fuel tanks are totally drained and action taken to nullify the danger. You must advise the pilot that you are travelling with these items. Flammable fuel containers still producing the smell of fumes are not permitted. Note: Contact The Operator for further details on the process required to nullify the danger.
10. Hair curlers containing hydrocarbon devices: One is permitted as long as the safety protective cover is on. Spare

CONDITIONS OF CARRIAGE

10. Hair curlers containing hydrocarbon devices: One is permitted as long as the safety protective cover is on. Spare cartridges are not permitted. These hair curlers must not be used on board the aircraft at any time.

11. Fire sticks: Only metal fire sticks are permitted as checked in baggage, provided no wicks are attached.

12. Alcoholic beverages: Please contact your site administration prior to travel to ensure you are allowed to bring alcoholic beverages and the correct amount. Depending on your destination, you may carry alcoholic beverages on board or pack them in your checked luggage when in its original retail packaging. These include alcoholic beverages containing more than 24% but not more than 70% alcohol by volume, in receptacles not exceeding 5 litres, with a total net quantity per person of 5 litres.

13. Medicinal oxygen cylinders: You must contact The Operator for specific details. You must inform the pilot that you are travelling with medical oxygen.

14. Carbon dioxide (or other non-flammable, non-toxic) gas cartridges worn for the operation of mechanical limbs: These items are permitted in quantities for the duration of the flight.

15. Wheelchairs or other battery powered mobility device: You must contact The Operator for specific details.

16. Heat producing articles: Diving torches and other heat producing articles are permitted. They must be disabled so that there is no chance that they can be inadvertently switched on. If removing a battery from the heat producing article, the battery terminals must be protected from short circuiting by the application of electrical tape or similar means. You must advise the pilot that you are travelling with these items.

17. Consumer electronic devices containing lithium or lithium ion cells or batteries: Devices such as laptops, watches, video recorders and mobile phones are permitted however, a maximum of two spare batteries are permitted as long as they are protected from short circuiting by the application of electrical tape or similar means.





LEARJET 45XR (Medevac Configuration)

3 Foot Wide Door (providing ease of access for the patient)

Fully pressurised cabin to 25,000 feet

Ability to accommodate state of the art equipment such as:

- Neonatal Humidi-Cribs
- Traction and splint equipment
- ECMO equipment
- Monitoring and Life Support equipment
- Option for 2 stretchers
- Paediatric emergency equipment

Custom engineered stretcher system accommodating:

- Regulators
- Flow Meters
- Oxygen

Variety of Stretcher Positions

Adaptable Loading System



1971 NM
3650 KM



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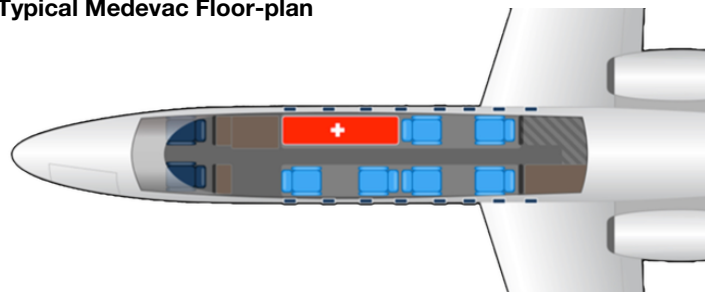


Ext. m³ 1.40
Int. m³ 0.50

Amenities

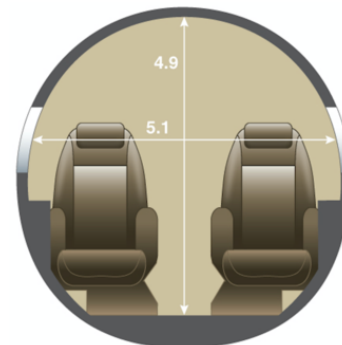


Typical Medevac Floor-plan



Cabin

Height (m)	1.56
Width Centreline (m)	1.56
Width Floorline (m)	0.98
Length (m)	6.02
Floor Area (m ²)	6.13
Cabin Volume (m ³)	11.61



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