



Charter Quotation

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SHORTSTOP JET CHARTER

*Hangar 5 Wirraway Road
Essendon Airport
Victoria, 3041*

W: www.shortstop.com.au | E: learjet@mira.net



Thank you for considering Shortstop Jet Charter.

We look forward to providing you with one the highest standards of service and safety within the Australian aircraft charter industry.

The purpose of this document is to define our understanding of your needs, and to inform you of the conditions of our supply.

Flights cannot be scheduled or provided until this document is agreed to and signed by you, and returned to us.

Particulars

Dated

This quotation and agreement is between:

**Shortstop Jet Charter,
Hangar 5, Wirraway Road,
Essendon Airport 3041 VIC
03 9379 9299**

Air Operators Certificate No: **VT 415308-10**

And

Company	<input type="text"/>
Address	<input type="text"/>
	<input type="text"/>
Contact	<input type="text"/>
Phone	<input type="text"/>
Mobile	<input type="text"/>
Email	<input type="text"/>



Terms & Conditions

1. We agree to supply an aircraft and crew for your use as specified with in this document
2. Insurance for passenger and third party liability in accordance with the requirements of the Air Carriers Act is provided by QBE Insurance in the amount of \$100,000,000.00 AUD.
3. Flights will be operated at all times, and in all respects in compliance with regulations and requirements as defined by the Civil Aviation Safety Authority, the Shortstop Jet Charter Operations Manual and Standard Operating Procedures, the specific aircraft Operating Manual, and any and all other relevant Australian statutes.
4. The Pilot in command of the aircraft shall be the final arbiter as whether or not all or part of any flight shall proceed, and in what manner and destination, having regard to the prevailing operational circumstances. In particular, we advise that we do not operate to or from any port with winds gusting to or above 45 knots for jet aircraft, and 30 knots for DC-3 aircraft.
5. Payment in the amount and manner specified in our invoice shall be made in time for cleared funds to be in our account at the specified times before flight departure date. (Any agreed change to this requirement shall be defined in the Variations section of this document)
6. Baggage items shall be limited to that defined in this document. Any variation from this, in number or mass, shall be carried only at the discretion of the Pilot in command.
7. Dangerous Goods as defined by ICAO standards shall not be carried.
8. In the event of aircraft or crew unavailability at any time, for any reason, we will make every effort to provide a replacement, but cannot guarantee we will be successful. Substitute aircraft may not be of the class or type specified in the Itinerary. We will not be responsible for passenger expenses of any kind at any time.
9. If you have to cancel a flight subsequent to booking confirmation, the following scale of charges will apply:
After booking, but more than two weeks before departure: No charge.
Less than two weeks but more than one week: 10% of total cost.
Less than seven days, but more than three days: 15% of total cost.
Less than three days, but more than 24 hours: 20% of total cost.
Less than 24 hours: 50% of total cost.
Half of any cancellation charges levied may be credited towards the cost of future flights.
10. It is the charterer's responsibility to ensure that all passengers have the necessary visa's and passports, and comply with applicable airport security, health, import, customs and excise requirements for any flight. The charterer indemnifies Shortstop for any fine or other penalty which may be imposed against Shortstop based on a deeming provision which renders Shortstop liable for any non-compliance in the aforesaid regard by a passenger notwithstanding our agreement to the contrary with the charterer.
11. The charterer indemnifies Shortstop for any damage that any passenger may cause to the aircraft or its fittings.
12. Acceptance of these terms will constitute a contract of carriage for the carriage of the passengers and their accompanying baggage as notified in writing to Shortstop by the charterer, and the intention is that no contractual relationship shall be in place between Shortstop and any individual passenger carried. Passengers shall be deemed to be on board by way of invitation, instruction or other legal relationship between them and the charterer, and not Shortstop, to whatever extent this may ever be relevant. In the event the charterer is a broker or agent, acceptance of these terms by the broker or agent shall be deemed to be on behalf of the principal to establish a legal contract of carriage directly between Shortstop and the principal, but with the agent remaining jointly and severally liable to Shortstop for performance of the charterer's obligations.



Terms & Conditions Cont.

13. Shortstop reserves the right to postpone, cancel or redirect the flight due to war, warlike events, strikes, civil war, civil unrest, riots, sabotage, quarantine, hijacking, terrorist actions, weather conditions or other force majeure of the nature, technical reason, detention or similar measures, accidents with the aircraft, or due to other factors over which Shortstop has no control, or when the safety of the passengers or the crew from the aircraft can reasonably be assessed to be in danger, at the discretion of the captain or of Shortstop's personnel. Unless stated in mandatory (indispensable) legislation, Shortstop is not responsible for damage or loss as a result of or arising, directly or indirectly, in connection with the above-mentioned circumstances.

14. Additional costs incurred due to weather or Air Traffic Control delays:

Our quotes are based on the premise that the flight will proceed normally, without undue delays beyond our control. Sometimes weather and air traffic cause delays incurring significant extra flight time and cost. We cannot incorporate these into our quotes, or as a matter of course absorb them, but will advise you of the possibility of these as soon as we become aware of them. Extra flying time caused by these factors includes airborne holding for traffic or weather, and diversion to other airports if anything precludes a safe landing at the destination airport. The decision whether or not to divert, or to abandon the flight, is at the sole discretion of the Captain, in accordance with ATC instructions, or his judgment with regard to weather conditions. This extra flying time is not allowed for in our quotes, and is payable by the charterer at the appropriate rate for the aircraft type. The hourly rate for additional flying costs is currently: \$4,000.00 for Learjet 35A, \$3,600.00 for Citation II/DC-3, and \$2,750.00 for Merlin IIIB. (All plus GST) Any additional expenses incurred by such actions for crew and handling is also payable by the charterer.

15. CAR 224(3) of Australia provides the pilot or captain in command the right to refuse passengers or goods at any time, in the event that this is judged to be necessary in the circumstances.

16. The price is subject to market fuel price fluctuations and surcharges.

17. IMPORTANT BAGGAGE INFORMATION

It's stating the obvious, but charter aircraft are small, and without the baggage stowage capabilities both in and out of the cabin found in Airliners. There's no overhead baggage storage, and the baggage holds are difficult to load, sometimes having to be accessed through the cabin, resulting in considerable risk of injury to the loading personnel unless the weight limits imposed by OH&S requirements are complied with. The holds are limited in the amount of baggage space available, and the individual weights of each item permissible under OH&S regulations. The reason for this is the location of baggage areas, which have to be accessed both through the cabin and via remote fuselage holds.

This results in the following restrictions for your baggage:

- **No baggage can be carried in the cabin, apart from small personal items such as moderately sized briefcases, capable of being placed beneath your legs in your seated position during takeoff and landing, or at the direction of the Captain.**
- **No individual item can weigh more than 15KG. This is to comply with the OH&S maximum weight authorized for personnel to load via the cabin and remote holds.**
- **All items must be capable of being stowed in the baggage holds, unless they can be secured into unoccupied passenger seats.**
- **Hard, (Samsonite and similar) units are not acceptable, unless they are of a moderate size, within the weight limit, and capable of being carried in unoccupied passenger seats.**
- **If you arrive with items like this it's probable the contents will have to be transferred to soft baggage in order to be carried. Our aircraft have on board several of these to help in this eventuality.**
- **The final authority on the amount and type of baggage carried is the Aircraft Captain. He is not authorized to vary the baggage limits stated here upwards, but may downgrade them if in his judgment safety or regulatory compliance requires such action. His word is final, and must be complied with, or the flight cannot proceed.**

