

Ferry contract

Definitions: “The Contractor” shall be Above the Oceans, S.A.

“The client” shall be

“The aeroplane” shall be registration manufacturers serial number

“AOG” shall be taken to mean aircraft on ground in a state of unserviceability for flight.

The contractor undertakes to fly the aeroplane from its location at, to the airfield at

The aeroplane shall be a standard manufactured and certificated aircraft, and shall have all appropriate airworthiness and registration documentation supplied and ready at the time of the ferry flight.

The contractor shall pay all costs associated with this ferry flight with the exception of hull insurance for the aeroplane which shall remain the responsibility of the client. The client shall furnish to the contractor prior to departure from a valid certificate of insurance for the duration of the ferry flight, via the “Northern Route” – Canada, Greenland and Iceland. Failure to comply with this requirement will lead the client to be in breach of contract. Mechanical breakdown exclusions are covered below.

The costs which the contractor undertakes to pay include all fuel, landing and handling fees, navigation charges, pilot expenses including overnight expenses and the cost of positioning the pilot to USA and repatriating the pilot from UK on completion of the ferry flight. Weather delays are covered at the contractor’s risk. It is the intent of this undertaking that all costs relating to this ferry flight are covered by the contractor, and the consideration payable shall be for a turnkey operation.

The contractor indicates, but does not guarantee to the client, an estimated time en route of 4 days from leaving the No guarantees as to timing can be given due to the nature of the weather across the Northern route. The contractor insists on his absolute discretion as to the route and timing chosen.

In the event of a mechanical breakdown *en route* the contractor undertakes to arrange to have the aeroplane repaired at any suitable repair station in discussion with the client. Mechanical delays of less than 3 days AOG *en route* shall attract an additional charge of USD 750 per day, payable on arrival in In the event of a severe mechanical breakdown (in excess of 3 days AOG) the contractor reserves the right to repatriate the pilot from the AOG location to Paris, France or London, UK at the client’s expense. The contractor undertakes in this event to reschedule the ferry flight at the earliest possible opportunity thereafter. The cost of transport back to the point of AOG will be at the client’s expense.

In consideration of this undertaking the client shall pay the contractor the sum of

This sum shall be payable to the contractor's bank account, and shall be in that account and visible to the contractor by the planned day of departure. Cancellation once a contract is agreed will incur a charge of 25% of the contract fee if cancelled up to 14 days prior to the agreed date, and 50% if cancelled thereafter.

The aeroplane shall be supplied filled with fuel on departure at the client's expense. The aeroplane will arrive with arrival fuel.

In the event of a dispute over this contract, the client and the contractor will be subject to the laws of France or UK at the client's request.

Dated

The Client

The Contractor