

Terms and Conditions – Helicopter Operations Support Agreement

Services

1.1 HeliRiviera has agreed to provide certain services to the Customer, on terms confirmed in a Helicopter Operations Support Agreement ('the **Agreement**') between HeliRiviera and the Customer. These Terms and Conditions shall be incorporated into and form part of the written agreement between HeliRiviera and the Customer.

1.2 HeliRiviera shall provide the services relating to the operation of the Aircraft (as defined in the Agreement) as further and better described in the Agreement ("**Services**"). The outline scope of the Services and the role that HeliRiviera will take will be agreed in advance and confirmed in writing by HeliRiviera to the Customer and may only be changed by agreement in writing.

1.3 Unless prevented by ill-health or accident and subject to the provisions of the Terms and Conditions, HeliRiviera shall devote to its obligations hereunder such time, attention and skill as may be reasonably necessary for the proper performance of those obligations. The Customer and HeliRiviera may from time to time agree in writing what is necessary in this respect.

Payments

2.1 The Customer shall pay to HeliRiviera in consideration of the Services such fees as shall be consistent with the Agreement.

2.2 In addition to the fees payable under paragraph 2.1, the Customer agrees to be and remain responsible for, and from time to time indemnify HeliRiviera for, any and all taxes, charges, imposts, duties and excise taxes, and similar assessments including without limitation immigration fees, customs fees and similar charges relating to the ownership, operation or the use of the Aircraft (as described in the Agreement), other than income tax which may be levied or imposed on HeliRiviera in respect of its fees (as outlined in paragraph 2.1) or any component thereof.

2.3 In addition to the fees payable under in paragraph 2.1 above, HeliRiviera shall be reimbursed by the Customer for all reasonable costs and expenses (including, without limitation charges for telex, fax, cable, long-distance phone calls, postage, couriers, travelling and hotel expenses) incurred by it in the performance of and provision of the Services subject to any limitation contained in the agreement.

2.4 All payments made under these Terms and Conditions shall be made to such account as the payee shall notify the relevant payer from time to time and shall be made free of any deductions or withholding whatsoever and shall be evidenced in such manner (and supported by such invoices) as the parties may reasonably require. The Customer agrees that all payments made shall be free and clear of all bank charges (which shall be for the account of the Customer).

2.5 If the Customer must at any time deduct or withhold any tax or other amount from any sum due to HeliRiviera, the Customer shall at the same time pay such additional amount as is necessary to ensure that HeliRiviera receives a net sum equal to what would have been received and so retained by the HeliRiviera if no such deduction or withholding had been made.

Obligations of HeliRiviera

3.1. HeliRiviera shall provide the Customer upon reasonable request, access to all records, logs and other written materials relevant to the Aircraft, which may be maintained by HeliRiviera in relation to the Services.

3.2 While HeliRiviera's method of performing the Services is its own HeliRiviera shall take into consideration the reasonable requests of the Customer. HeliRiviera shall not, however, be bound to comply with any request of the Customer which, in the reasonable opinion of the senior flight personnel, might jeopardise the safety or security of the Aircraft or the safety and security of its passengers, officers or crew or which may breach any applicable insurance and Protection and Indemnity coverage or any mandatory law, ordinance or regulation relating to the use and operation of the Aircraft. In such circumstances HeliRiviera shall not be liable for any delay caused by HeliRiviera not complying with such request.

3.3 HeliRiviera agrees to perform the Services with all due reasonable care and in accordance with all applicable insurance coverage and to comply with all mandatory laws, ordinances or regulations relating to the use and operation of the Aircraft.

Agent

4.1 Nothing in the Terms and Conditions shall render HeliRiviera or any of its officers, servants, employees, contractors or delegates an employee or partner of the Customer and HeliRiviera shall not hold itself out as such.

4.2 HeliRiviera shall have no authority to bind the Customer and shall not represent the same to any third party.

Liability

5.1 HeliRiviera shall not be under any liability on account of any thing done or suffered by HeliRiviera in accordance with or in pursuance of any request or advice of the Customer. When any notice, instruction or other communication is to be given by or on behalf of the Customer to HeliRiviera, HeliRiviera may accept as sufficient evidence thereof: a document signed or purporting to be signed on behalf of the Customer by such person(s) whose signature HeliRiviera is for the time being authorised by the Customer to accept; or a message by telefax, or cable transmitted to HeliRiviera by such person(s) whose messages HeliRiviera is for the time being authorised by the Customer to accept; and HeliRiviera shall be entitled to but shall not be obliged to accept any document or message signed or transmitted or purporting to be signed or transmitted by any other person.

5.2 In addition to paragraph 5.1, HeliRiviera shall not be liable to the Customer for any loss, liability, damage, cost, claim or expense suffered or incurred by the Customer in connection with or arising out of the Services, including any matter or thing done or omitted to be done by HeliRiviera pursuant thereto (including, without limitation, any loss, liability etc in connection with or arising out of any failure to effect or any delay in performing any act or effecting any transaction or order, any loss, delay, misdelivery or error in transmission of any communication), howsoever the same may have occurred.

5.3 The Customer hereby undertakes to hold harmless and indemnify HeliRiviera against all actions, proceedings, liabilities, claims, losses, costs, demands and expenses which may be brought against, suffered or incurred by HeliRiviera by reason of the performance of the Services, including all legal, professional and other expenses incurred except to the extent the same shall have been due to the gross negligence or wilful misconduct of HeliRiviera.

5.4 For the avoidance of doubt it is hereby agreed and declared that references to HeliRiviera in this paragraph 5 shall be deemed to include the officers, servants, employees, contractors and delegates of HeliRiviera and that any indemnity expressly given to HeliRiviera under these Terms and Conditions is in addition to and without prejudice to any other remedy allowed by any applicable law.

5.5 The Customer undertakes to name HeliRiviera as an additional insured under any available third party liability insurances throughout the duration of HeliRiviera's engagement hereunder.

5.6 HeliRiviera shall have no liability for delay or failure to perform the Services when such failure is caused by government regulation or authority, sudden or unexpected mechanical difficulty, war, civil commotion, strike or labour disputes, weather conditions or acts of God.

Termination

6.1 Either party shall be entitled to resign HeliRiviera's appointment hereunder by notice in writing, by giving not less than three month's notice; or at any time if the other party shall go into bankruptcy, liquidation or be subject to analogous proceedings in any jurisdiction.

6.2 The expiration or determination of these Terms and Conditions howsoever arising shall not operate to affect the indemnities and exclusions of liability contained in paragraph 5 and confidentiality provisions contained in paragraph 8 which will continue to have effect thereafter.

Exclusivity

Nothing in these Terms and Conditions shall prevent HeliRiviera from engaging in other consultancy activities or in any other employment (of whatsoever nature). If HeliRiviera is unable to comply with the Customer's requirements for any reason he shall give to the Customer as much prior warning as possible of his unavailability and may suggest a substitute HeliRiviera to perform his work hereunder.

Confidentiality

HeliRiviera shall not use, divulge or communicate or allow to be divulged to any person (other than those whose province it is to know the same or with proper authority or otherwise than pursuant to and in accordance with any applicable law) any of the trade secrets or other confidential, technical or commercial information of the Customer.

Assignment

9.1 These Terms and Conditions are personal to HeliRiviera and he shall not be entitled to assign, delegate or sub-contract his obligations hereunder to any third party provided always that (subject in each case to the prior written approval of the Customer (which shall not be unreasonably withheld)) HeliRiviera may should he so wish engage the services of employees or independent contractors of his own to assist him with his work hereunder as he may see fit.

9.2 The Customer shall not be entitled to assign or transfer or subcontract the benefit or obligations of these Terms and Conditions.

Notices

Notices by either party shall be given in writing and shall be served by sending by pre-paid first class post or facsimile or by delivering by hand to the address of the party to whom it is given or other such address or fax number as either party may from time to time notify to the other for this purpose.

Governing Law

The Terms and Conditions shall be construed in accordance with the Laws of England and the parties hereto irrevocably and unconditionally submit to the non-exclusive jurisdiction of the English courts.

