

Samson Executive Jet Centre – Standard Terms and Conditions

1. Interpretation

1.1. In these Conditions the following expressions have the meanings stated, unless the context otherwise requires:

"Acceptance of Order" means Samson's acceptance of an Order issued to the Customer by email in respect of the supply of Services;

"Aircraft" means the Customer's aircraft (being any power-driven flying machine), whether owned, leased, chartered or contracted, and which is the subject of the Services provided under this Contract;

"Airport" Newcastle International Airport and all related infrastructure and facilities;

"Applicable Laws" all laws, rules and regulations which impose legal, regulatory or other requirements upon Samson or NIAL in respect of any of the activities which Samson undertakes in the supply of the Services;

"Business Day" a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business;

"Byelaws" the Newcastle International Airport Byelaws 2021, as updated or amended or replaced by NIAL from time to time;

"Commencement Date" the date upon which the Contract comes into existence in accordance with Condition 2.1;

"Conditions" these terms and conditions as amended from time to time in accordance with Condition 19.9;

"Conditions of Use" means the NIAL Conditions of Use including Airport Charges as in force in the calendar year in which the Services are performed, a copy of which is made available on NIAL's website at www.newcastleairport.com;

"Contract" any contract between Samson and the Customer for the supply of Services formed in accordance with Condition 2.1 and incorporating these Conditions;

"Customer" the individual or business that enters into the contract with Samson being the person for the time being having the management of an Aircraft;

"Customer Default" a failure by the Customer as described in Condition 10.2;

"Customer Representative" means the individual within the Customer who submits an Order to Samson in accordance with Condition 2;

"Delivery Location" means the Samson Executive Jet Centre, or such location at the Airport as may be notified to the Customer by Samson;

"Data Protection Legislation" the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the relevant data protection or supervisory authority and applicable to a party;

"Equipment" Samson's equipment, plant, materials and such other items supplied to the Customer by Samson or used by Samson in the supply of the Services;

"Force Majeure Event" an event beyond the reasonable control of Samson including but not limited to closure of the Airport by NIAL or any third party, strikes, lock-outs or other

industrial disputes (whether involving the workforce of Samson, NIAL or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, pandemic or epidemic, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default or unavailability of suppliers or subcontractors, including unavailability of personnel of NIAL;

"Intellectual Property Rights" all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

"NIAL" means Newcastle International Airport Limited (CRN: 02077766) whose registered office is at Woolsington, Newcastle upon Tyne, NE13 8BZ;

"Order" the Customer's purchase order received by Samson in relation to the provision of Services to the Customer by Samson;

"Quotation" a quotation for the supply of Services issued to the Customer by Samson;

"Samson" means Samson Aviation Services Limited (CRN: 02595980) whose registered office is at General Aviation Terminal Southside, Newcastle International Airport, Woolsington, Newcastle upon Tyne, NE13 8BT;

"Samson's Fees and Charges" means Samson's list fees and charges for the provision of the Services, as in force in the calendar year in which the Services are performed, a copy of which is available at the Customer's request;

"Samson's Staff" all employees, consultants, agents and subcontractors which Samson engages in relation to the Services;

"Third Party Goods and Services" means the third party goods and services identified, whether specifically, or generally by type, set out or referred to in the Acceptance of Order;

"Services" the services supplied by Samson to the Customer as set out in the Acceptance of Order.

1.2. References to any statute, enactment, regulation or other similar instrument shall be construed as references to the statute, enactment, regulation or instrument as amended by any subsequent statute, enactment, regulation or instrument or as contained in any subsequent re-enactment, modification or statutory extension of any of the above.

1.3. Except where the context requires otherwise the singular includes the plural and vice versa; a reference to one gender includes all genders; and words denoting persons include firms and corporations and vice versa. Any phrase introduced by these

Conditions including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

1.4. Any negative obligation imposed on any party shall be construed as if it were also an obligation not to permit or suffer the act or thing in question and any positive obligation imposed on any party shall be construed as if it were also an obligation to procure that the act or thing in question be done.

2. Formation of Contract

2.1. Each Order or acceptance of a Quotation shall be deemed to be an offer by the Customer to buy Services from Samson subject to these Conditions and anything set out in an Order or other document or communication which is inconsistent with these Conditions shall be disregarded by Samson.

2.2. No Order or acceptance of a Quotation by the Customer shall be deemed to be accepted by Samson until Samson issues an Acceptance of Order, at which point and on which date the Contract shall come into existence. The Acceptance of Order will be issued to the Customer Representative.

2.3. In placing an Order, the Customer warrants that the Customer Representative has authority to bind the Customer to the terms of the Order.

2.4. The Contract shall be subject to these Conditions to the exclusion of all other terms and conditions and no terms or conditions endorsed on, delivered with or contained in any Order, specification or other document shall form part of the Contract even if referred to in the Contract.

2.5. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Samson which is not set out in the Contract.

2.6. A Quotation is valid for a period of 5 Business Days from the date of the Quotation, provided that Samson has not previously withdrawn it.

2.7. The Customer shall ensure that the terms of its Order are complete and accurate, and shall be responsible for checking all information and details provided as part of the Acceptance of Order.

3. Conditions of Use

3.1. The Contract is subject to the Conditions of Use, and the Conditions of Use are hereby incorporated into this Contract. The Customer is the Operator for the purposes of the Conditions of Use and shall comply with all obligations under the Conditions of Use as Operator.

3.2. In the event of any inconsistency of the Conditions set out herein and the Conditions of Use, the Conditions of Use shall prevail, save in respect of Condition 11 which prevails in respect of Samson's fees and charges for the provision of the Services.

4. Customer's Aircraft

4.1. The Customer is responsible for the sourcing of its Aircraft, provided that Samson may, from time to time and if requested by the Customer, provide introductions to third party providers of Aircraft.

4.2. Where Samson provides an introduction to any third party provider, it makes no recommendation, warranty or

- representation as to the suitability of the Aircraft for the Customer's use.
- 4.3. Any decision as to whether to utilise a particular Aircraft is for the Customer. The Customer is responsible for any and all contracts it forms with any Aircraft provider. Samson does not, in any circumstances, act as a carrier in relation to the Services which it provides.
- 4.4. The Customer is responsible for ensuring the security of the Aircraft and of all contents within the Aircraft, and Samson accepts no liability for any loss or damage to the Customer's property or third party property within the Aircraft
5. **Third Party Goods and Services**
- 5.1. Within the Acceptance of Order, the Customer and Samson will identify relevant Third Party Goods and Services, in respect of which the Customer appoints Samson to act as its agent to procure the supply of the Third Party Goods and Services, and to conclude contracts for the purchase by the Customer of those Third Party Goods and Services.
- 5.2. Subject to Condition 5.3, the Customer authorises Samson to select what it considers to be the most suitable Third Party Goods and Services for the Customer, at such rates as Samson deems are most suitable for the Customer's requirements.
- 5.3. The Acceptance of Order may set out specific limitations and instructions on Samson's authority to purchase Third Party Goods and Services, including in regard to price, specification and supplier. In those circumstances, Samson will comply with any such limitations and instructions.
- 5.4. All purchases of Third Party Goods and Services will be concluded by Samson on the Customer's behalf, subject to the relevant third party supplier's standard terms and conditions of sale.
- 5.5. The Customer shall indemnify Samson against any liability incurred by Samson in properly discharging its obligations under this Condition, in acting as an agent for the Customer, except to the extent that the liability arises as a result of Samson's negligence or breach of contract.
6. **Description of Services**
- 6.1. The description of the Services shall be as set out in the Quotation or the Acceptance of Order, as the same may be updated and agreed between the parties. Where the description of the Services is updated, Samson will send a confirmation email updating the description in that regard.
- 6.2. The description of the Services is based on information provided by the Customer, and the Customer acknowledges and agrees that Samson is entitled to charge for Services actually performed (in accordance with clause 11), including where the Services provided differ due to any inaccuracy in, or change to any information provided by the Customer when compared to the Services actually performed (for example the weight of the Aircraft).
- 6.3. Any samples, drawings, descriptive matter or advertising issued by Samson and any descriptions or illustrations contained on Samson's website, and any of its catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Services described in them. They shall not form part of the Contract or any other contract between Samson and the Customer for the supply of the Services.
- 6.4. Samson warrants to the Customer that the Services supplied to the Customer under this Contract shall, so far as applicable: (i)
- be performed with reasonable care and skill and in accordance with generally recognised commercial practices and standards; and (ii) comply with all Applicable Laws from time to time in force.
7. **Performance of the Services**
- 7.1. Performance of the Services shall take place at the Delivery Location.
- 7.2. Any dates specified by Samson for performance of the Services are intended to be an estimate, and time for delivery is not of the essence by notice. Samson reserves the right to change the time for performance of the Services where this results from a Force Majeure Event, but where Samson is able to perform at such revised time.
- 7.3. The Customer shall accept performance of the Services upon the same being tendered for performance.
- 7.4. Samson shall not be liable for any non-performance of Services (even if caused by Samson's negligence) unless the Customer gives written notice to Samson of non-performance within 3 Business Days of the date when the Services would in the ordinary course of events have been performed.
- 7.5. Any liability of Samson for non-performance of Services shall be limited to performing the Services within a reasonable time of the receipt of a notice served in accordance with Condition 7.4, or issuing a credit note at the pro rata contract rate against any invoice raised for such Services and the Customer shall have no further right to compensation for non-performance save as specifically provided in these Conditions.
- 7.6. Samson reserves the right to refuse to provide the Services without incurring any liability under the Contract where:
- 7.6.1. in its opinion, performance of the Services would pose a risk to the health and safety of any person including, without limitation, as a result of the safe operation of the Airport, any facilities or equipment provided by the Customer or any failure of the Customer to comply with any of its obligations under the Contract or any applicable legislation; or
- 7.6.2. a decision is taken to close the Airport whether by NIAL or any other third party such that the Services cannot be performed by Samson at the Airport.
- 7.7. Samson may from time to time change the specification of the Services without notice to the Customer where such change is reasonably necessary in the opinion of Samson to comply with all applicable safety and statutory requirements, best practice and Applicable Laws, provided that such changes do not materially affect the nature, scope or execution of the Services, provided further that where such a change will result in a variation of Samson's charges, Samson shall be entitled to increase its charges to reflect that variation.
8. **Ground handling services**
- 8.1. Any ground handling services supplied by Samson may be provided by a third party provider, and are supplied in accordance with that third party provider's terms and conditions, a copy of which is made available or referenced in the Acceptance of Order.
9. **Samson Obligations**
- 9.1. Samson shall:
- 9.1.1. provide all Equipment necessary for the supply of the Services;
- 9.1.2. ensure that Samson's Staff use reasonable skill and care in the performance of the Services; and
- 9.1.3. obtain and at all times maintain, all necessary licences and consents in relation to the Services.
10. **Customer Obligations**
- 10.1. The Customer shall, and shall procure that its employees, agents, contractors and all individuals who attend and access the Airport to receive the benefit of the Services shall:
- 10.1.1. co-operate with and comply with the reasonable directions of Samson in all matters relating to the supply of the Services;
- 10.1.2. not take any photographic or video content of any part of the Airport without the express permission of Samson;
- 10.1.3. provide all necessary information, including technical information and fuel type required by Samson in regard to the Aircraft in relation to the performance of the Services, both prior to and during the provision of the Services, and ensure that such information is accurate in all material respects;
- 10.1.4. observe the Byelaws, and all health and safety rules and regulations and any security or other requirements that apply at the Airport. The Customer shall indemnify and hold Samson harmless against any breach of this Condition 10.1.4; and
- 10.1.5. if and when directed by Samson, the Customer shall provide a list of the names and addresses of all persons who it is expected may require admission to the Airport in connection with the performance of the Contract specifying the capacities in which they are concerned with the Contract and giving such other particulars as Samson may reasonably require.
- 10.2. If Samson's performance of any of its obligations under the Contract is prevented or delayed by any act or omission by the Customer or failure by the Customer to perform any relevant obligation ("**Customer Default**");
- 10.2.1. Samson may in addition to any other rights or remedies it may have, suspend supply of the Services until the Customer remedies the Customer Default, and rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays Samson's performance of any of its obligations;
- 10.2.2. Samson shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Samson's failure or delay in performing any of its obligations as set out in this Condition 10.2; and
- 10.2.3. the Customer shall reimburse Samson on written demand for any costs or losses sustained or incurred by Samson arising directly or indirectly from the Customer Default.
11. **Charges and Payment**
- 11.1. The Customer shall be responsible for the payment of Samson's Fees and Charges for the Services actually performed by Samson for the Customer.
- 11.2. In the event that the Services include any "out of hours" service provision by Samson then the airfield has a category 3 rescue and firefighting status, then the Customer shall be liable for Samson's Fees and Charges and any fees and charges of NIAL, even in the event that the Services are not performed due to cancellation or termination.
- 11.3. Unless otherwise agreed by Samson, Samson's Fees and Charges are due and payable before the Customer's Aircraft departs from the Airport, and payments shall be made in full by the Customer's

- representative prior to Aircraft departure by credit or debit card payment.
- 11.4. Where Samson has agreed other payment terms than payment on departure then the Customer shall pay such invoice in accordance with the relevant credit terms that have been agreed.
- 11.5. All amounts payable shall be paid in pounds sterling unless otherwise agreed by Samson.
- 11.6. All amounts payable are exclusive of amounts in respect of value added tax chargeable from time to time ("VAT"). Where any taxable supply for VAT purposes is made under the Contract by Samson then the Customer shall, on receipt of a valid VAT invoice from Samson, pay to Samson such additional amounts in respect of VAT as are chargeable at the same time as payment is due in respect of the invoice to which that VAT relates.
- 11.7. Without limiting any other right or remedy of Samson, if the Customer fails to make any payment due to Samson under the Contract by the due date for payment, then Samson shall have the right to cancel the Contract or suspend the Customer's permission to use the Airport and/or charge interest on the overdue amount at the rate of 2 per cent per annum above the then current base lending rate of Samson's bankers accruing on a daily basis from the due date to the date of actual payment of the relevant invoice, compounding monthly.
- 11.8. Samson shall pay all amounts due under the Contract in full without any deduction or withholding excepts as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against Samson in order to justify withholding payment of any such amount in whole or in part. Samson may, without limiting its other rights and remedies, set off any amount owing to it by the Customer against any amount payable by Samson to the Customer.
- 11.9. Non-payment of outstanding charges in default of the provisions of the Contract shall constitute a "default of payment" for the purposes of Section 88 of the Civil Aviation Authority Act 1988.
12. **Confidentiality**
- 12.1. The Customer shall keep in strict confidence all personal data, technical or commercial know-how, specifications, processes or initiatives which are of a confidential nature and have been disclosed to the Customer by Samson, its employees, agents or subcontractors, and any other confidential information concerning Samson's business or its products or its services which the Customer may obtain.
- 12.2. The Customer shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Customer's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Customer. The Customer shall indemnify Samson against any breach of this Condition 12.2.
13. **Data Protection**
- 13.1. Both parties will comply with all applicable requirements of the Data Protection Legislation. In this Condition "Applicable Laws" means (for so long as and to the extent that they apply to Samson) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and "Domestic UK Law" means the UK Data Protection Legislation and any other law that applies in the UK.
- 13.2. The parties acknowledge that for the purposes of the Data Protection Legislation, and where relevant in relation to the Services, the Customer is the controller and Samson is the processor.
- 13.3. The Customer will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the personal data to Samson for the duration and purposes of the Contract.
- 13.4. Samson shall, in relation to any personal data processed in connection with the performance of its obligations under the Contract:
- 13.4.1. process that personal data only on the documented written instructions of the Customer unless it is required by Applicable Laws to otherwise process that personal data;
- 13.4.2. ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting personal data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to personal data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- 13.4.3. ensure that all personnel who have access to and/or process personal data are obliged to keep the personal data confidential; and
- 13.4.4. not transfer any personal data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
- 13.4.4.1. the Customer or Samson has provided appropriate safeguards in relation to the transfer;
- 13.4.4.2. the data subject (as defined in the Data Protection Legislation) has enforceable rights and effective legal remedies;
- 13.4.4.3. Samson complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; and
- 13.4.4.4. Samson complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the personal data;
- 13.4.5. assist the Customer, at the Customer's cost, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 13.4.6. notify the Customer without undue delay on becoming aware of a personal data breach; and
- 13.4.7. at the written direction of the Customer, delete or return personal data and copies thereof to the Customer on termination of the Contract unless required by Applicable Law to store the personal data.
14. **Limitation of Liability**
- 14.1. Nothing in these Conditions shall limit or exclude Samson's liability for: (i) death or personal injury caused by its negligence, or the negligence of Samson's Staff; (ii) fraud or fraudulent misrepresentation; or (iii) any matter in respect of which it would be unlawful for Samson to exclude or restrict liability.
- 14.2. Subject to Condition 14.1:
- 14.2.1. Samson accepts no liability for the provision of the Third Party Goods and Services, liability for which rests with the relevant third party provider;
- 14.2.2. Samson shall not be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any of the following types of loss: (i) loss of profit; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of management or staff time; (v) loss of or damage to goodwill; (vi) wasted expenditure including third party costs and sums paid under third party contracts; and (vii) any indirect or consequential loss, and in each case arising under or in connection with the Contract;
- 14.2.3. Samson's total liability to the Customer in respect of the cost of repairing or replacing physical damage to the Customer's property which was caused by Samson's fault, breach of contract, negligence, breach of statutory duty or otherwise shall be limited to the lower of USD1.0m and the Customer's insurance deductible (provided that where no such amount is recovered from Samson's insurers then the provisions of Condition 14.2.4 shall apply); and
- 14.2.4. Samson's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the Contract price payable for the Goods and/or Services.
- 14.3. Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
15. **Customer's Indemnity**
- 15.1. The Customer shall indemnify and hold Samson harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses) costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by Samson as a result of or in connection with:
- 15.1.1. death or personal injury;
- 15.1.2. loss of or damage to property (including property belonging to Samson or for which it is responsible); and
- 15.1.3. third party actions, claims and/or demands (including costs, charges and expenses including legal expenses on an indemnity basis, arising as a result thereof) brought against Samson which arise out of the performance or non-performance by the Customer, its employees, agents or sub-contractors of its obligations under the Contract.
16. **Termination**
- 16.1. Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 16.1.1. the other party commits a material breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within 10 Business Days after receipt of notice in writing of the breach. For

- the avoidance of doubt, a material breach of a party's obligations under the Contract will not be considered irremediable by reason only that the date or period of performance of the party's obligations has expired save as provided specifically in these Conditions;
- 16.1.2. the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
- 16.1.3. the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- 16.1.4. a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the other party (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;
- 16.1.5. the other party (being an individual) is the subject of a bankruptcy petition or order;
- 16.1.6. a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 10 Business Days;
- 16.1.7. an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the other party (being a company);
- 16.1.8. a floating charge holder over the assets of the other party (being a company) has become entitled to appoint or has appointed an administrative receiver;
- 16.1.9. a person becomes entitled to appoint a receiver over the assets of the other party or a receiver is appointed over the assets of the other party;
- 16.1.10. any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Conditions 16.1.2 to 16.1.9 (inclusive);
- 16.1.11. the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; or
- 16.1.12. the other party (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.
- 16.2. Without limiting its other rights or remedies, Samson may terminate the Contract:
- 16.2.1. at any time by giving the Customer 20 Business Days written notice;
- 16.2.2. with immediate effect by giving written notice to the Customer if the Customer fails to pay any amount due under this Contract on the due date for payment.
- 16.3. Without limiting its other rights or remedies, Samson shall have the right to suspend the supply of the Services under the Contract or any other contract between the Customer and Samson if:
- 16.3.1. the Customer fails to make pay any amount due under this Contract on the due date for payment; or
- 16.3.2. the Customer becomes subject to any of the events listed in Conditions 16.1.2 to 16.1.12, or Samson reasonably believes that the Customer is about to become subject to any of them.
17. **Consequences of Termination**
- 17.1. On termination of the Contract for any reason:
- 17.1.1. the Customer shall immediately pay to Samson all of its outstanding unpaid invoices and any accrued interest payable thereupon and, in respect of Services supplied but for which no invoice has yet been submitted, Samson shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- 17.1.2. the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- 17.1.3. Conditions which expressly or by implication have effect after termination shall continue in full force and effect, including but not limited to the Conditions 12, 14, and 15.
18. **Hangar storage and parking services**
- 18.1.1. This Contract does not apply to any long term hangar storage services provided by Samson or NIAL, and any such services, where relevant, are subject to a separate licence agreement.
- 18.1.2. Any parking services provided by NIAL are in accordance with the Conditions of Use including as to charges and are invoiced by NIAL.
- 18.1.3. Any other hangar storage services are provided by Samson in accordance with the Conditions of Use and invoiced in accordance with these Conditions.
19. **General**
- 19.1. **Force majeure**
Samson shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event. If the Force Majeure Event prevents Samson from providing any of the Services, Samson shall, without limiting its other rights or remedies, have the right to terminate the Contract immediately by giving notice to the Customer.
- 19.2. **Assignment and subcontracting**
Samson may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party, including but not limited to by way of subcontracting to NIAL. The Customer shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
- 19.3. **Notices**
- 19.3.1. Any notice or other communication required to be given to a party under or in connection with the Contract shall be in writing and shall be delivered to the other party personally or sent by prepaid first-class post, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.
- 19.3.2. Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at such addressor, if sent by prepaid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed, or if sent by fax, on the next Business Day after transmission.
- 19.3.3. This Condition 19.3 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this Condition 19.3, "writing" shall not include e-mails and notice given under this Contract shall not be validly served if sent by e-mail.
- 19.4. **Waiver and cumulative remedies**
A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy. Unless specifically provided otherwise, rights arising under the Contract are cumulative and to not exclude rights provided by law.
- 19.5. **Severance**
If a court or any other competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 19.6. **No partnership**
Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 19.7. **Entire agreement**
This Contract, together with the Conditions of Use, constitute the whole agreement between the parties and supersede all previous discussions, correspondence, negotiations, arrangements, understandings and agreement between them relating to the subject matter.
- 19.8. **Third parties**
A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 19.9. **Variation**
Any variation (including the introduction of any additional terms and conditions) to the Contract shall save as specifically provided in these Conditions only be binding when agreed in writing and signed by a person authorised to sign on Samson's behalf.
- 19.10. **Governing law and jurisdiction**
The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be

governed by, and construed in accordance with English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.