

OFFICIAL: SENSITIVE**Background**

1. Flights are required to carry Australian citizens, their families and other approved foreign nationals who the Australian Government may assist to depart Cyprus (**safe transit location**) (suitable airport, preferably Larnaca) following assisted departures from Lebanon.
2. As you are aware, the situation and DFAT's operations are fluid, and we do not yet have certainty on the total number of passengers, the exact dates such services may be required or the specifics of the operation. As the operation may be activated at short notice, DFAT is seeking to arrange flights with the ability to be activated quickly, should they be required.

Scope of Requirement

3. Through this procurement, DFAT requires:
 - a. a supplier's capability to deliver either a single charter flight (i.e. one (1) flight) **or** multiple charter flights to depart Cyprus to Australia. The primary requirement will be one (1) flight in the evening per day (see point 3b). This may be directly from Cyprus or via a transit country to Australia. DFAT will also consider flight options that include travel to transit countries, or from transit countries to Australia.
 - b. flight options to be available on 5,6,7,8 and 9 October 2024 (dates inclusive), preferably departing Cyprus in late afternoon or evening.
 - c. when providing responses to the specific options above, suppliers should indicate the capacity of each of the proposed options. There may be a requirement to carry up to 600 passengers per day, noting on some days we may need to move smaller passenger cohorts.
 - d. an agreement with the successful supplier for the option to secure additional regular flights on an ongoing basis as required and as negotiated at the time. The agreement between DFAT and the successful supplier will include an option to extend the services (noting separate approvals for DFAT will need to be sought if an extension period is to be applied).
4. DFAT is seeking to procure the services of a supplier that must demonstrate how it will:
 - a. provide adequate luggage capacity, catering, crew, and allow for security and medical facilities.
 - b. coordinate with relevant authorities and agencies to obtain all necessary approvals, permits, and clearances for the flights and the passengers;
 - o Note: DFAT will continue to work to seek diplomatic clearances as required.
 - c. compliance with all applicable laws, regulations, standards and policies related to aviation safety, security, health and environmental protection;
 - d. arrange ticketing, check-in, boarding, disembarkation and baggage services at the departure and arrival airports and if required, demonstrate how passengers will move through transit locations, including where the supplier has code sharing arrangements in place with other subcontracted airlines;
 - e. provide ground services, such as airport fees, fuel, catering, and security, at the origin, destination, and transit airports;
 - f. provide in-flight services and customer service by assisting passengers before, during and after flights, and providing meals, beverages and medical assistance to passengers;
 - g. manage contingencies flexibly and proactively, such as delays, diversions and unforeseen issues; and
 - h. ensure qualified personnel and prioritise staff that are trained and experienced in handling emergency situations and dealing with vulnerable passengers.

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In the supplier's response to this RFQ, the supplier may submit a joint bid with another airline or service provider to deliver the charter services required (including if the airline is proposing to offer the entire route back to Australia). If a joint bid is submitted, there must be a main supplier detailed that will enter into a contract with DFAT.

Supplier response

Given the above parameters, we would like to invite you to provide a **response to the table below**, and a proposed agreement between DFAT and you by no later than **10.00am AEST on 3 October 2024**.

Due to the emerging and priority nature of this procurement, please submit documentation to DFAT as it becomes available.

*Note: This request is **urgent**, and we would welcome your early response (including sequential information as and when it is available) to inform our efforts to assist Australians in need overseas.*

Quote request details	Response
The supplier's legal name, ABN (if an Australian entity) and any relevant information as it relates to the supplier's legal identity.	
Proposed cost per flight	
Aircraft Type/s	
Passenger capacity	
Confirmation that your airline will handle clearances and permits?	
Coverage of ground handling arrangements? Including passenger check-in and boarding.	
Arrangements for booking and ticketing?	
Confirm what logistical support you would require from DFAT?	
Assurance on the safety of your flight service	
What baggage allowance limit would be set for potential passengers?	
How does your airline propose to contractually manage contingent liabilities?	
How does your airline manage contingencies, including delays, diversions and other unforeseen issues?	
What is the validity period of the quote?	
Are you submitting a joint bid? If yes: <ul style="list-style-type: none"> • Identify the primary supplier – all documentation must be submitted by the primary supplier. • Describe the services that will be delivered by your airline and the separate service provider. • Have you confirmed that the other airline (if relevant) has the ability to 	

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meet the requirements as described in this scope of requirements.	
Any other detail you wish to provide?	
How will your airline meet the Scope of Requirements as set out at paragraph 3 above? Provide evidence of being able to meet those requirements.	

Agreement

When providing your response, you must provide a draft copy of your airline's proposed terms and conditions to engage your airline for charter services.

Note: When evaluating your airline's response to this RFQ, DFAT will consider the terms of conditions of engagement against the potential legal risk to the Department.

In your response, please also outline:

- Assumptions used to provide pricing; and
- Inclusions and exclusions for the quoted price.

Evaluation Criteria

The evaluation criteria that DFAT will use to assess your airline's response to this RFQ as follows:

1. Extent to which the potential supplier's response meets DFAT's requirements as listed within the 'Scope of Requirement' within this RFQ, and per the supplier response table.
2. Whole of life costs to be incurred by DFAT.
3. Legal risk to the Commonwealth.

We will consider your submission against the evaluation criteria, how it compares to other potential suppliers, risks to DFAT and whether it provides overall value for money to the Commonwealth.

This RFQ is not a contract between the Department and the supplier, nor an offer to contract.

Nothing in this RFQ or any conduct or statement made before or after the issue of this RFQ is to be construed so as to give rise to any contractual obligations, express or implied, or any obligations in equity. There is no binding agreement, express or implied between the DFAT and the supplier in relation to the RFQ until a written contract is executed by DFAT and the supplier. The final contract will contain the entire agreement between DFAT and the supplier.

You should note that your ability to provide the services required under this RFQ will be subject to the operational environment.

Please treat this enquiry in confidence. We look forward to hearing from you.

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CHARTER CONTRACT (PASSENGER AIRCRAFT)

This charter contract for passengers (the "Contract") is made on the Effective Date set forth hereunder by and between the **Charterer** named below and **Qatar Airways Group q.c.s.c.**, a Qatari closed shareholding company organised and existing under the applicable laws of the State of Qatar (commercial register N°16070), having its principal place of business at Qatar Airways Tower 1, Airport Road, PO Box 22550, Doha, State of Qatar (hereinafter referred to as "**Qatar Airways**").

The Parties agree to the following terms and conditions on which Qatar Airways will charter the Aircraft with crew to the Charterer for the purpose of carrying out flights under the Programme set forth below. This Charter Contract incorporates Qatar Airways General Conditions of Aircraft Charter and which shall form part of this Contract. In the event of any conflict between the Qatar Airways General Conditions of Aircraft Charter and this Contract, the provisions of this Contract will prevail.

Capitalised terms used in this Contract shall have the meaning assigned thereto in the General Conditions of Aircraft Charter.

- 1 **Quote N°** LCA – SYD / 06 October 2024
- 2 **Effective Date** 05 Oct 2024
- 3 **Charterer** **The Commonwealth of Australia, as represented by the Department of Foreign Affairs and Trade.**
Charterer Address: RG Case Building, John McEwen Crescent, Barton, Australia Capital Territory 0221, Australia.
Commercial Registration N°: ABN 47 065 634 525
- 4 **Aircraft** Qatar Airways (B777-300), Registration Marks: **A7- BAB**
- 5 **Programme** The Flights in accordance with the schedule of flights specified below (all times in local) (schedule is subject to slot approval and landing permits):

Leg	Date	Flt No	From	To	ETD	ETA	Flying Time	Pax
01	06Oct24	QR7431	LCA	DOH	15:00	18:45	03:45	350
02	06Oct24	QR7424	DOH	SYD	19:45	17:45+1	14:00	350
- 6 **Space Chartered** **B777-300 (42J / 316Y) Passengers.**
Baggage allowance per Passenger Hold: 2pc x 23kgs, Cabin: 7 kgs.
- 7 **Reporting Time** Passengers, baggage, and/or cargo must be ready for embarking and loading **three (3) hours** before scheduled time of departure.
- 8 **Charter Price** **s 47G(1)(a), s 47G(1)(b)**
- 9 **Method of Payment** **s 47G(1)(a)**

For any queries regarding invoicing, contact us via:

s 47G(1)(a)
s 47G(1)(a) **s 47F(1)**

- 10 **Demurrage Fees** In the event of any delay caused by any act or omission of Charterer or its agents or any Passenger due to travel on a Flight then demurrage of USD 10,000 per hour or part thereof will be payable by Charterer in respect of such delay, starting one hour after scheduled time of departure.
- 11 **Cancellation Fee** If cancelled by Charterer:

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s 47G(1)(a), s 47G(1)(b) of Charter Price if cancellation effected not later than 120 hours prior to first flight scheduled departure,

s 47G(1)(a), s 47G(1)(b) of Charter Price if cancellation effected later than 120 hours but not later than 48 hours prior to first flight scheduled departure,

s 47G(1)(a), s 47G(1)(b) of Charter Price if cancellation effected later than 48 hours but not later than 24 hours prior to first flight scheduled departure,

s 47G(1)(a), s 47G(1)(b) of Charter Price if cancellation effected later than 24 hours prior to first flight scheduled departure but not later than 12 hours prior to first flight scheduled departure. Thereafter Charterer shall s 47G(1)(a), s 47G(1)(b) Charter Price.

Flight cancellation by Charterer shall be effected by delivery of written notice to Qatar Airways by email and will be effective only on receipt by Qatar Airways

12 Validity

The terms of this Contract are valid for acceptance by the Charterer by no later than 06/OCT/2024- 08:00 Doha Local Time.

13 Acceptance

Contract must be signed by the Charterer in the space provided below to indicate that the terms and conditions hereof are accepted and agreed by the Charterer This Contract, as signed by the Charterer, must be received by Qatar Airways within the validity period set forth above.

14 Meal Orders

The Charterer shall provide email communication to Qatar Airways of the total number of Passengers (which shall not exceed the number stated in Clause 5 above) expected and specifying the type of meal(s) requested by each Passenger at least twenty-four (24) hours before the Schedule Time of Departure (STOD) of any Flight.

15 Rate Per Extra Flight Hour

Not Applicable.

16 Notices

Charterer	Qatar Airways
Attn. Alan Copeland	Attn. QR Charter Commercial
Assistant Secretary Crisis Preparedness & Management Branch	
Email. alan.copeland@dfat.gov.au	Email: s 47G(1)(a)

17 Counterparts

This Contract may be signed in any number of separate counterparts by the different parties hereto, all of which when taken together will constitute one binding instrument. Delivery of a signed counterpart of this Contract or related documents by email with a .pdf file of the signed counterpart will be deemed equivalent to delivery of an original of the executed counterpart. Any party delivering an executed counterpart by email with a .pdf file will also deliver an original of the executed counterpart to the other party/ies if so requested by the other party/ies, but the failure of any party to deliver an originally executed counterpart will not affect the validity or effectiveness of this Contract or related documents.

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IN WITNESS WHEREOF, the Parties hereof have caused this Contract to be duly executed by their duly authorised officers or representatives, who represent to each other and both Parties that each is employed in the capacity indicated below and has the unequivocal authority to execute and deliver this Contract, which shall be effective as of the Effective Date.

For and on behalf of
Qatar Airways Group Q.C.S.C.

s 47F(1)

For and on behalf of
The Commonwealth of Australia, as represented by
the Department of Foreign Affairs and Trade.

s 22(1)(a)(ii)

Signature

Name

Title

Signature : _____

Name : Alan Copeland

Title : Assistant Secretary

s 47F(1)

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CHARTER CONTRACT (PASSENGER AIRCRAFT)

QATAR AIRWAYS GENERAL CONDITIONS OF AIRCRAFT CHARTER

1. INTRODUCTION

- 1.1 The capitalised words and terms used in these General Conditions of Aircraft Charter (these "**Conditions**") shall have the meanings set out below:

Aircraft	means any aircraft which is, from time to time, used for the purposes of performing the Charter.
Cancellation Fee	means the cancellation fee set forth in the Contract.
Charter	means the charter of an Aircraft by Qatar Airways to the Charterer to which the Contract relates.
Charterer	means the person, firm, body corporate or other entity identified in the Contract.
Contract	means the charter contract or other document stating the particular terms applicable to the Charter and making reference to these Conditions.
Charter Price	means the charter price set forth in the Contract. The Charter Price is subject to adjustment by Qatar Airways in line with changes in fuel surcharges at the uplift station up to fifteen (15) days prior to flight departure. IATA exchange rates will be applied where necessary.
Demurrage Fee	means the demurrage fee per hour set forth in the Contract starting one hour after the scheduled time of departure.
Effective Date	means the effective date set forth in the Contract.
Flight Schedule	means the schedule of flight(s) set forth in the Contract.
Party	means either Qatar Airways or the Charterer. When used in plural, " Parties " means both of them.
Passenger	means any passenger, attendant, or escort travelling in an Aircraft.
Programme	means the flight, or series of flights, as set forth in the Contract, including places of departure, places of destination, any stopping points, any departure and arrival times, and any particular agreed functions.
Qatar Airways	means Qatar Airways Group Q.C.S.C. and shall, save where the context otherwise requires, include its officers, servants, employees, agents, and subcontractors.
Rate Per Extra Flight Hour	means the amount per flight per hour, or part thereof, if any as set forth in the Contract, subject always to Aircraft availability and the prior written approval of Qatar Airways.

- 1.2 These Conditions shall apply to any Charter by Qatar Airways of an Aircraft (whether the whole or part only) to the exclusion of all other terms, conditions, warranties, and representations, save as specified in the Contract and save as provided in Condition 1.3 hereof. No addition to, or variation of, these Conditions shall bind Qatar Airways unless contained in the Contract or otherwise agreed in writing between the Parties after the execution of the Contract.

- 1.3 Carriage of passengers and cargo under a charter shall be subject to Qatar Airways' Conditions of Carriage for passengers, baggage, and cargo and the conditions of contract stated in any passenger ticket or airway bill issued for such carriage (copies of which may be inspected on demand), to the extent that such Conditions do not conflict with the provisions of these Conditions and the Contract.

2. AIRCRAFT

- 2.1 Qatar Airways shall provide the Aircraft crewed, maintained, and equipped for the performance of the Programme but shall provide no other services, either in flight or on the ground, unless expressly agreed in the Contract, save to the extent specified in these Conditions. Not less than twelve (12) hours prior to the scheduled flight departure, the Charterer shall notify Qatar Airways of the approximate weight of the Passengers' baggage and the cargo to be carried. Such weight shall, at all times, be subject to the approval of Qatar Airways. The Charterer agrees that, on certain Flights, Qatar Airways may increase the number of flight deck or cabin crew for routine training purposes. This will not, in any way, interrupt or affect the comfort of the Charterer's Flight(s).
- 2.2 The Aircraft shall, at all times, remain in the possession and under the operational control of Qatar Airways. The pilot in command shall have absolute discretion:
- to refuse to carry any Passenger, baggage, cargo, or any part thereof;
 - to decide what load may be carried and how it shall be distributed;
 - to decide whether, when, and how a flight may safely and legally be undertaken, whether any changes to a

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flight should be made, and where and when the Aircraft should be landed; and

(d) as to any other matters relating to the operation of the Aircraft.

2.3 Qatar Airways is not a common carrier and does not accept the obligations of a common carrier and none shall be implied.

2.4 Where the Aircraft is unavailable for any reason for the performance of the Programme, Qatar Airways will take reasonable endeavours to make available an alternative aircraft of a similar capacity. Should Qatar Airways be unable to replace the Aircraft with another aircraft, then the only remedy available to the Charterer in such event shall be the refund of the Charter Price to the Charterer in respect of the unperformed Programme, if already paid to Qatar Airways, and Qatar Airways shall be relieved from any further liability whatsoever.

2.5 If we reasonably believe that a Passenger's conduct on board the Aircraft may put the Aircraft or any person in it in danger, or a Passenger deliberately obstructs the crew in the performance of their duties, fails to comply with any instructions of the crew relating to safety or security, fails to obey the seat-belt or no smoking signs, commits a criminal offence, allows his/her physical or mental state to become affected by drink or drugs, makes a hoax bomb or other security threat, threatens, abuses or insults crew or other passengers, behaves in a manner to which other Passengers may reasonably object or which causes discomfort, inconvenience or damage, Qatar Airways may take such measures as it deems reasonably necessary to prevent the Passenger continuing his or her behaviour, including restraint. The Passenger may be disembarked and refused onward carriage at any point of the journey. We may report the incident to the relevant authorities with a view to them prosecuting the Passenger for any offences committed on board the Aircraft. If as a result of a Passenger's behaviour, Qatar Airways diverts the Aircraft to an unscheduled place of destination and that passenger is disembarked from the Aircraft, that Passenger must pay Qatar Airways all the reasonable costs of the diversion including but not limited to air traffic control charges, diversion fuel costs, airport landing charges and necessary flight crew costs.

2.6 Qatar Airways may, in its reasonable discretion, refuse to carry any Passenger, or remove any Passenger en route, due to unacceptable behaviour as detailed in 2.5 above, or any physical or mental condition that Qatar Airways may reasonably believe may put the said Passenger or any other Passenger in danger. In such a case, Qatar Airways may cancel the remaining journey, and refuse further carriage for that person or persons. Qatar Airways will not be liable for any consequential loss or damage alleged due to any such refusal of carriage or removal en route and reserves the right to claim from the Passenger all reasonable costs of such removal as referred to in 2.5 above. Otherwise Qatar Airways will use reasonable endeavours to continue the flight to the destination for the other passengers.

2.7 Not used.

2.8 The pilot in command shall have the right at all times to refuse to carry any Passenger (a) who appears to be intoxicated or under the influence of any illicit or controlled substance drug; (b) who refuses to be subject to any reasonable checks of his or her person or baggage by Qatar Airways, government or airport authorities; (c) whose health condition is suspected to / would involve hazard or risk to himself, herself or others; or (d) who does not present a current government issued photo identification, when requested by crew, government or airport authority. No such action of the pilot in command shall create or support any liability for loss, injury, damage or delay to Charterer or any person.

2.9 Carriage of Baggage

Passenger's baggage weight is limited for flight safety reasons and varies according to aircraft type. Items determined by the crew to be of excessive weight or size will not be permitted on the Aircraft. Flights are being calculated with the EU Ops standard weight tables by passenger and by type of Aircraft. If Passenger's baggage exceeds these limits, the Passenger shall notify Qatar Airways accordingly prior to the Flight. Unless otherwise explicitly stated, passengers are obliged to notify Qatar Airways of all excess and general baggage, stating the dimensions and weight of the items such as but not limited to sports equipment, pushchair/buggy and child's car seat.

2.10 Compliance with Immigration Requirements

(a) Passengers are responsible for obtaining, and presenting at check-in/immigration, the necessary travel documents, visas doctors/veterinarians certificates (certificates of vaccinations) as are required for themselves, dependents or animals travelling with them in compliance with the applicable passport, visa and health regulations' requirements of the countries of departure or destination in question.

(b) As contractual carrier, Qatar Airways is obliged by law to refuse carriage if the entry and exit requirements for the country of departure or destination are not met, or if the required documentation/certification is not presented.

(c) Qatar Airways takes no responsibility with the regard to entry or exit requirements of Passengers. Any cost incurred due to the failure to observe these requirements shall be shared by the Charterer and the passenger

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such as but not limited to fines and cost of repatriation.

3. AUTHORISATIONS

Qatar Airways will apply for any authorisations, clearances, or permits (landing permits, arrival/departure slots, etc.) required to be obtained from any governmental or other authorities for the performance of the Programme. The Charterer shall be responsible and shall apply and obtain all required governmental approvals (e.g. customs permit) for the shipments to be carried. In the event that the Charter results in Qatar Airways incurring additional costs in relation to obtaining authorisations, clearances, or permits, then such costs and expenses shall be reimbursed to Qatar Airways by the Charterer. In the event that any authorisations, clearances, or permits are absent, refused, not obtained, are not obtained in due time, cancelled or do not remain in full force and effect due to no fault of Qatar Airways, then Qatar Airways shall have no liability for any delay or failure in the performance of the Programme or any adverse effect on, or losses incurred by, the Charterer as a consequence thereof, and unless the parties agree in writing to alternate travel arrangements by way of an amendment to this Contract to be signed by both parties, the Contract shall be terminated and no penalty shall be due or payable by either Party and both Parties will be absolved of all liabilities for any and all losses suffered therefrom.

4. COSTS

- 4.1 Except as may otherwise be set forth in the Contract, the Charter Price includes the cost of insurance, fuel, oil, maintenance of the Aircraft, landing fees, parking fees, hangar fees, ground services and dispatch costs for the Aircraft, salaries, flight pay and per diems of the crew, and the cost of meals and other refreshments for Passengers during the flights and on the ground at any intermediate stations, on the basis of such services usually extended by Qatar Airways to Passengers in flight and at such stations, provided that where an intermediate stop exceeds seventy two (72) hours, such costs for the first seventy two (72) hours only are included in the Charter Price and any costs thereafter shall be for the account of the Charterer if such delay is caused by an act or omission of the Charterer.
- 4.2 Any and all other costs, including but not limited to costs of ground transportation at the places of departure and destination, costs for visas, customs and inspection fees, custom duties and other taxes payable in connection with the Passengers, baggage and cargo transported, additional ground handling charges including rental of ground handling equipment over and above the contract rates entered into between Qatar Airways and the handling agents, and all special costs incurred by Qatar Airways with respect to Passengers, baggage, cargo, and goods in case of any emergency landing, are not included in the Charter Price and shall be paid directly by the Charterer, and if already paid by Qatar Airways, shall be promptly reimbursed by the Charterer to Qatar Airways.
- 4.3 Unless otherwise expressly stated in the Contract, the Charter Price excludes the costs of cargo build and break at origin and destination, the costs of no-objection fees and royalties (if any), additional charges for special loading or off-loading at airports, handling equipment (cranes, etc.), costs due to fuel escalations, war-risk insurance surcharge, and de-icing. Any disbursements in respect of the foregoing excluded costs or any charges paid by Qatar Airways on behalf of the Charterer shall be invoiced to the Charters at cost plus an administration charge of fifteen percent (15%).
- 4.4 In the event of any increase in cost incurred directly or indirectly by Qatar Airways in connection with (i) any event beyond the control of Qatar Airways, and (ii) the Contract (including, without limitation, Aircraft parking at, or operations to and beyond, the places of destination and any intermediate stopping places), Qatar Airways may give written notice thereof to the Charterer and the amounts payable by the Charterer shall be increased by the amounts attributable to any such increase.

5. DEMURRAGE AND EXTRA FLIGHT HOURS

- 5.1 The Charterer shall pay the Demurrage Fee, the Rate Per Extra Flight Hour (if any), and any other compensation set forth in the Contract if the duration of any flight or the number of flight hours indicated in the Flight Schedule is exceeded due to:
- (a) any failure or delay in the granting of visas or other documents required for the due transportation, embarking, disembarking, loading, or unloading of Passengers, baggage, or cargo;
 - (b) Passengers, baggage, or cargo not being ready for embarking or loading at the times indicated in the Contract; or
 - (c) acts or omissions of the Charterer or its officers, employees, or agent, or of Passengers or shippers of goods.
- 5.2 If the performance of the Flight Schedule is prevented or delayed by the Charterer or anyone acting on its behalf including (but not limited to) any Passenger arriving later than one hundred and twenty (120) minutes before the scheduled time of departure, or such other time as may be specified in the Contract, Qatar Airways may, at its absolute discretion, and without liability, depart as scheduled or delay departure. Any additional expenses attributable to such delayed departure shall be borne by the Charterer except where such delay is caused by a Passenger unless such Passenger delay is caused by an act or an omission of the Charterer.

6. PAYMENT

- 6.1 The Charterer agrees to pay Qatar Airways the Charter Price on or before the due date specified in the Contract, in

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the currency and by the method specified therein. Payment of costs not included in the Charter Price and other charges provided for herein, shall be made promptly by the Charterer, in the same manner and in the same currency specified in the Contract, or, at Qatar Airways' discretion, in the currency in which the costs are incurred by Qatar Airways. All payments shall be paid without deduction or withholding, whether in respect of taxes or otherwise, and without counterclaim or set-off.

- 6.2 If the Charterer fails to fulfil its obligation mentioned in Condition 6.1 above, or does not fulfil them by the due date(s), then Qatar Airways shall be entitled to terminate the Charter immediately by written notice, without any formal notification or judicial intervention being required, and without prejudice to the Charterer's obligations to pay the Charter Price. All other costs, including, but not limited to licence fees, clearance fees, royalties, baggage screening charges, security charges, customs duties, airport and passenger taxes, any connections to and from airports, ground accommodation, ground transfers, cabin service, on-board satellite telephone costs, and any other additional service costs whatsoever and howsoever arising shall be paid by the Charterer, unless otherwise specified in the Contract. Any such additional costs will be invoiced by Qatar Airways to the Charterer and shall be paid promptly by the Charterer.

7. NON PERFORMANCE OR PARTIAL PERFORMANCE OF THE PROGRAMME

- 7.1 If due to refusal, cancellation, or late granting of any authorisation, clearance, or permit required for the performance of the Programme, or for unforeseen Aircraft failures, crew limitations, safety or security concerns, or if due to any other cause beyond the control of Qatar Airways, Qatar Airways is unable within a reasonable time to perform the Programme, then Qatar Airways may, at its absolute discretion, but without obligation, immediately suspend or terminate the Contract upon notice to the Charterer. In the event of termination or suspension of the Contract in accordance with the foregoing, no penalty shall be due or payable by either Party and both Parties will be absolved of all liabilities for any and all losses suffered therefrom and any payments of deposits or Charter Price made by or on behalf of the Charterer to Qatar Airways will be refunded to the Charterer within a reasonable period of time, without interest, provided, however, that if in the event that the Aircraft is, at the Charterer's request and subject to Qatar Airways' entitlement to suspend or terminate the Contract in accordance with the foregoing, kept at the disposal of the Charterer, then the Charterer shall pay Qatar Airways the Demurrage Fee, calculated from the date and hour of the beginning of the Programme.

- 7.2 If due to a cause as mentioned in Condition 7.1 above, the Programme can be performed only partially by Qatar Airways, then the Charter Price shall be reduced proportionately on the basis of the number of flight hours flown.

- 7.3 If the captain lands at a place not specified in the Flight Schedule for any purpose which in his opinion is necessary for the safety of the Aircraft, crew, Passengers, or cargo, or incidental to the performance of the Charter or for the purpose of attempting to save life or property, and it may reasonably be expected that the captain will be unable to resume the flight within two (2) hours after any such landing, the Charter shall thereupon be deemed completed and Qatar Airways shall be entitled to the full Charter Price. The Charterer shall in such event have no right to damages or compensation and Qatar Airways shall have no further obligation or liability in relation to the Programme or to the Charterer. The Charterer remains responsible at its own cost to arrange for alternative transportation of Passengers or cargo to the originally planned destination or return to the original point of departure. However, Qatar Airways agrees to use its best endeavours to cooperate in good faith and provide reasonable assistance to the Charterer.

- 7.4 In the event of mechanical difficulties, technical reasons resulting in rendering the aircraft on ground (AOG), damage to aircraft, adverse weather conditions, or other circumstances which, in the opinion of Qatar Airways, require such action, flight(s) may be cancelled or delayed at the point of origin, or any point on the itinerary. In such event, Qatar Airways may take whatever steps it deems necessary for the protection of the Aircraft, Passengers, cargo, or any other parties or property, including sending communications for instructions, disposing of perishable cargo without instructions or notice, or tendering shipment for onward carriage by other Qatar Airways' flights to the relevant destination. In the event of the cessation or delay of any flight for any of the above reasons, the Charter Price shall be reduced proportionately on the basis of the number of flight hours flown.

8. UNUSED CHARTER CAPACITY

Qatar Airways may, in its absolute discretion, and without compensation to the Charterer, use any part of the carrying capacity of the Aircraft unused by the Charterer for the Programme, for any other purpose, provided it does not interfere with the Programme.

9. LIABILITY AND INDEMNITY

- 9.1 Passengers, baggage, and cargo of whatever kind shall be carried at the sole risk of the Charterer. The Charterer warrants and agrees that Qatar Airways, its officers, employees, and agents shall not be subject to any higher liability than that provided for in Qatar Airways' Conditions of Carriage for Passengers, Baggage, and Cargo, in relation to any Passenger, shipper, subcontractor, or other person having an interest in the carriage or in the persons or cargo carried.

- 9.2 The times shown in the Flight Schedule are approximate and are not guaranteed by Qatar Airways. Qatar Airways shall be entitled to deviate from the Flight Schedule, vary the duration of the Programme, reduce the maximum load capacity, vary the maximum seating accommodation or do any one or more of the foregoing, in circumstances beyond the reasonable control of Qatar Airways, for reasons of safety or security, or for reasons which Qatar Airways otherwise

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- deems necessary. Qatar Airways will notify the Charterer of any change or variation under this clause as soon as practicable.
- 9.3 Goods or cargo carried pursuant to the Contract shall be deemed accepted for transportation without a declaration of value, notwithstanding that the value for carriage may have been indicated on the air waybill or otherwise, unless the appropriate special valuation charges due for shipments with a declared value have been received by Qatar Airways before commencement of the carriage and the Charterer has notified Qatar Airways of the same.
- 9.4 Without prejudice to any other provision in these Conditions, the liability of Qatar Airways, in relation to any failure to perform the Charter due to the fault or omission of Qatar Airways or otherwise howsoever in relation to the Charter, shall in no event exceed an amount equal to the Charter Price, and damages for partial performance shall not exceed a proportionate part of the Charter Price.
- 9.5 Qatar Airways shall not accept any responsibility for charges, if any, which occur in the event that baggage or cargo has to be forwarded separately because of excess or excessive measurements or weights.
- 9.6 The operation of all flights is subject to receipt of all over-flight and landing clearances and Qatar Airways shall have no responsibility or liability in the event that such clearances are not received or are not received in due time.
- 9.7 Operation of flight(s) and the Programme shall be subject to the receipt of appropriate diplomatic and other relevant clearances and permissions of the airports concerned and Qatar Airways shall have no responsibility or liability in the event that such clearances or permissions are not received or are not received in due time. However, Qatar Airways will provide reasonable assistance to Charterer including where possible to complete the flight to the ultimate destination.
- 9.8 To the extent permitted by law, Qatar Airways, its officers, sub-contractors, agents, servants, or employees, shall not be responsible for any injury to or death of any person or persons or any damage to property suffered by third parties arising out of or in any way connected with the Contract, unless the same is caused by the gross negligence or wilful misconduct or unlawful act or omission of Qatar Airways, its officers, sub-contractors, agents, servants, or employees.
- 9.9 Qatar Airways shall not be liable (i) in the event that the Aircraft is diverted to an alternative airport or any other country owing to the current travel restrictions to that airport or destination, (ii) for any onward travel to the originally planned destination or return to the original point of departure, (iii) in the event that a Passenger is either denied boarding in the country of departure or denied entry to the country of arrival due to travel, legal or regulatory restrictions imposed by states, governments, regulators or third parties service providers. The Charterer remains responsible at its own cost to arrange for Passengers originally planned destination or return to the original point of departure. The applicable rate specified in the Contract for additional flight time shall apply. Any and all additional costs including additional crew, accommodation costs, fuel, additional landing permits, will be at the sole cost of the Charterer. However, Qatar Airways agrees to use its best endeavours to cooperate in good faith and provide reasonable assistance to the Charterer including where possible to complete the flight to the ultimate destination.
- 9.10 Charterer shall be liable for executing the Contract even if Charterer is only acting as an intermediary. This liability extends to any damage to the aircraft caused by Charterer's representatives, employees and/or Passengers.
- 10. TRAFFIC DOCUMENTS**
- 10.1 For all transportation to be performed under the Contract, traffic documents shall be prepared in accordance with the requirements of the Conditions of Carriage for Passengers, Baggage, and Cargo and Qatar Airways' then practices and procedures which shall from time to time be effective.
- 10.2 In all traffic documents Qatar Airways shall appear as the Carrier.
- 11. CANCELLATION**
- 11.1 The Charterer may cancel the Charter at any time prior to the agreed date of commencement of the Programme upon payment of the Cancellation Fee. Cancellation by the Charterer shall be effected by delivery of written notice to Qatar Airways by the method stated in the Contract and shall be effective only upon receipt by Qatar Airways.
- 11.2 In the event that the Cancellation Fee is payable to Qatar Airways, then Qatar Airways shall be entitled to apply any monies already received from the Charterer in satisfaction of such cancellation charges.
- 11.3 If the Charterer cancels the Contract on or after the agreed date of commencement of the Programme, the full Charter Price shall be due and payable. Without prejudice to the provisions of the foregoing paragraph, the Charterer shall defend and hold Qatar Airways harmless and indemnified from and against any claims by Passengers, shippers, or other persons, should such claims arise from cancellations by the Charterer or Qatar Airways.
- 11.4 Without prejudice to Qatar Airways' other rights and its exclusions of liability herein, Qatar Airways may, without obligation or liability, cancel flights up to twenty four (24) hours prior to the scheduled flight departure, if such flight cannot be performed for technical or operational reasons or reasons outside of the control of Qatar Airways or a Force Majeure Event in accordance with Condition 16 [Force Majeure].

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**CHARTER CONTRACT (PASSENGER AIRCRAFT)****12. TERM AND TERMINATION**

- 12.1 The Contract shall be effective from the Effective Date and continue in force until each Party has fulfilled its respective obligations under the Programme and otherwise herein, unless terminated earlier in accordance with the provisions herein. Any obligations and duties which by their nature extend beyond the expiration or termination of the Contract shall survive the expiration or termination of the Contract.
- 12.2 Either Party may terminate the Contract by notice to the other with immediate effect without any formal summons or judicial intervention being required:
- (a) if the other Party is in breach of its material obligations in relation to the Charter;
 - (b) if the other Party is insolvent or otherwise unable to pay its debts as they become due, is declared bankrupt or files a petition for a moratorium or if the whole or a substantial part of the other Party's property is seized before judgment or under an execution; or
 - (c) if the other Party goes into liquidation, administration, receivership (or similar process).
- 12.3 If the Charterer is the other Party mentioned in the previous paragraph, it shall be required to pay to Qatar Airways:
- (a) fifty percent (50%) of the Contract Price as compensation in the event that the Contract is terminated before the date of commencement of the Programme, or
 - (b) the full Charter Price as compensation in the event that the Contract is terminated forty-eight (48) hours or from the date of commencement of the Programme.
- 12.4 Notwithstanding any provision to the contrary, Qatar Airways shall be entitled to terminate the Contract at any time, and without assigning any reason and without incurring any liability or cost, by giving the Charterer not less than thirty (30) days' prior written notice subject to both Parties rights' and obligations as may have accrued up to the termination effective date.

13. CHARTERER UNDERTAKINGS

The Charterer undertakes, represents, and warrants that:

- 13.1 All subcontractors, agents, Passengers and other parties, having or claiming any interest in the carriage under the Charter and the Passengers, baggage, and cargo transported under the Charter, shall comply with all customs and all other formalities, applicable laws, and regulations in relation thereto and shall pay all dues and charges in connection with the same.
- 13.2 Livestock, birds, pets or animals of any kind whatsoever shall not be allowed to accompany the Passengers, and acknowledges that the same shall not be accepted for carriage.
- 13.3 Baggage and cargo carried shall not contain anything of a dangerous, hazardous or offensive nature or anything that the importation, exportation, or carriage of which is prohibited by any country or state which has to be crossed or entered.
- 13.4 Any goods to be transported are sufficiently and properly packed for carriage and Charterer shall comply with all reasonable demands of Qatar Airways and the captain and shall comply with IATA Dangerous Goods Regulations as may be applicable and a copy of which is available upon request from Qatar Airways).
- 13.5 At least twelve (12) hours prior to the scheduled flight departure, the Charterer shall provide Qatar Airways with a manifest detailing the Passengers to be carried under the Charter.
- 13.6 The Charterer shall procure that all Passengers declare if they are likely to have been exposed to serious communicable diseases or conditions that may be of public health concern. The Charterer agrees to compensate Qatar Airways for all additional costs resulting directly from any diversion of the Aircraft (including but not limited to air traffic control charges, diversion fuel costs and airport-landing charges) and necessary flight crew costs or concealment of information arising from a declaration regarding any Passenger. The parties agree that Qatar Airways excludes its liability for any claims arising therefrom.
- 13.7 The Charterer shall present the Qatar Airways Privacy Notice to every Passenger as well as the information contained in Condition 17 prior to the sharing of any Personal Data of Passengers with Qatar Airways. Our Privacy Notice is available in languages other than English as well.

14. RESTRICTED ENTITIES OR PERSONS

- 14.1 The Charterer warrants and represents on a continuing basis that it and its agents are not incorporated in or resident in a country, or listed as a "Specially Designated National," a "Specially Designated Global Terrorist," a "Blocked Individual," or similar designation under the economic or trade sanctions imposed by the by the U.S. Treasury

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**CHARTER CONTRACT (PASSENGER AIRCRAFT)**

Department's Office of Foreign Assets Control (OFAC), the United Nations Security Council, the European Union and her Majesty's Treasury (the **Economic Sanctions**, and any relevant individual being a **Restricted Individual**).

- 14.2 The Charterer agrees on its own behalf and on behalf of any Passenger that it will not act or take such action in such a way so as to bring Qatar Airways into breach of any Economic Sanctions (including marketing to Restricted Individuals), and will co-operate with Qatar Airways in such regard.
- 14.3 Qatar Airways reserves the right to cancel any Flight which we have reason to believe may be, or are unable to confidently ascertain is in breach of Economic Sanctions.
- 14.4 Qatar Airways accepts no responsibility for carriage of Passenger named as a Restricted Individual. The Charterer must ensure that all travelling passengers have the legal right to travel unhindered.
- 14.5 Charterer respectively warrants (and in the case of any sublet, Charterers further warrant in respect of any sub-charterers, shippers, receivers, or cargo interests) that at the date of this fixture and throughout the duration of the Charter Contract they are not subject to any of the sanctions, prohibitions restrictions or designation referred to in Sub-clause (a) which prohibit or render unlawful any performance under the Contract or any sublet or any Bills of Lading.
- 14.6 If at any time during the performance of the Contract, either party becomes aware that the other party is in breach of warranty as aforesaid, the party not in breach shall comply with the laws and regulations of any Government to which that party or the Aircraft is subject, and follow any orders or directions which may be given by anybody acting with powers to compel compliance. In the absence of any such orders, directions, laws or regulations, the party not in breach may, in its option, terminate the Contract forthwith or, if cargo is on board, direct the Aircraft to any safe port of that party's choice and there discharge the cargo or part thereof.
- 14.7 Notwithstanding anything in this Clause to the contrary, Charterer shall not be required to do anything which constitutes a violation of the laws and regulations of any State to which either of them is subject.
- 14.8 Charterer warrants that it will be liable for any act made by Charterer or Passengers that would otherwise threaten to bring Qatar Airways into breach of any Economic Sanctions, and agree that any breach of this clause shall be deemed a material breach not capable of remedy and Qatar Airways may immediately terminate the Contract in such an event.
- 14.9 Charterer shall procure that this clause is incorporated into all sub-charters, contracts of carriage and Bills of Lading issued pursuant to the Contract.
- 15. GENERAL**
- 15.1 All notices and other communications in connection with the Charter shall be in writing and in the case of Qatar Airways either delivered by registered email or sent by email to such address as it may have notified for such purposes in the Charter Contract. Notices shall be considered served upon delivery in the case of delivery by mail upon delivery thereof against a dated receipt, and by e-mail, when email is sent and no delivery failure receipt is received by the sender.
- 15.2 Qatar Airways shall be only be entitled to sub-contract or assign to any person any of its obligations, rights, or benefits under the Charter with the Charterer's consent, such consent not to be unreasonably withheld. The Charterer is prohibited from sub-contracting or assigning any of its obligations, rights, or benefits under the Charter.
- 15.3 The Charterer agrees that it enters into the Contract both as principal on its own behalf and as agent for all persons and owners of the goods and cargo carried under the Charter, each of whom shall be bound by these Conditions.
- 15.4 The rights of Qatar Airways shall not be prejudiced or restricted by any indulgence or forbearance extended to the Charterer or by any delay in exercising or failure to exercise any right and no waiver by Qatar Airways of any breach shall operate as a waiver of any other or further breach.
- 15.5 All Qatar Airways' rights hereunder shall be cumulative and not alternative or exclusive of each other or any implied by law.
- 15.6 Headings in these Conditions are given for convenience only and shall not affect interpretation.
- 15.7 If any of these Conditions or the terms of the Contract or any part of either thereof shall to any extent and for any reason be invalid or unenforceable, the remainder of these Conditions and the Contract shall not be affected thereby and all other terms and conditions shall be valid and enforceable to the fullest extent permitted by law.
- 15.8 The Contract and these Conditions have been agreed and prepared in the English language. In the event of any translation of the Contract and these Conditions or any part thereof into Arabic or any other language, the same shall continue to be construed and interpreted according to the English language version which shall prevail in the event of any conflict. If, notwithstanding the foregoing, any competent court holds that any such Arabic or other translation shall prevail over the English language version, the English language version shall be referred to in order to assist in interpretation of the Arabic or other translation.
- 15.9 These Conditions, the Contract, and such other documents referred to or incorporated by reference contain and constitute the entire understanding and agreement between the Parties in respect of the subject matter hereof, and supersede and cancel all previous negotiations, agreements, and commitments in connection thereto.

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CHARTER CONTRACT (PASSENGER AIRCRAFT)

- 15.10 Qatar Airways' Conditions of Carriage for Passengers, Baggage, and Cargo and any notices of limitation of liability stated on Qatar Airways' Passenger Tickets, as shall from time to time be effective, shall to the maximum extent permitted by law apply to the Charter. In the event of any inconsistency or conflict between either of the foregoing, these Conditions, or the Contract, then to the extent of such inconsistency or conflict, the order of precedence shall be: (i) the Contract; (ii) these Conditions; (iii) limitation of liability stated on Qatar Airways' Passenger tickets; and (iv) Qatar Airways' Conditions of Carriage for Passengers, Baggage, and Cargo. Qatar Airways' Conditions of Carriage for Passengers, Baggage, and Cargo can be found at <https://www.qatarairways.com/en-qa/legal/conditions-of-carriage.html> are available upon request.
- 15.11 The Charterer acknowledges the Qatar Airways Group Environmental Policy and agrees to support the aims and objectives of the policy in the performance of the Charterer's obligations under the Contract. The Policy can be viewed at qatarairways.com or can be provided on request. As a minimum, the Charterer will comply with all applicable environmental laws and regulations in the performance of its contractual obligations to Qatar Airways.
- 16. FORCE MAJEURE**
- 16.1 Qatar Airways shall not be in breach of the Charter Contract and shall not have any liability for delay or non-performance of its obligations (including failure to perform a Flight contemplated by the Charter Contract) occasioned or caused by circumstances beyond the control of Qatar Airways (a "Force Majeure Event"). Examples of Force Majeure Events shall include without limitation adverse weather conditions, mechanical failures, acts of God, governmental or state actions, war, civil commotion, acts of terrorism, fire, explosion, flood, epidemic, pandemic, labor disputes, (whether or not relating to Qatar Airways' workforce) or restraints or delays affecting aircraft operators and carriers (including, without limitation, "slot delays", inability to obtain or delay in obtaining governmental approvals, permits and licenses), closure or congestion of airports, air traffic control congestion, or natural or nuclear disaster.
- 16.2 Charterer agrees not to claim any damages against Qatar Airways, which Charterer might suffer as a result of delay or failure to make available to Charterer an Aircraft or services, if the delay or cancellation was caused by or contributed to by Force Majeure Events.
- 16.3 If Qatar Airways is unable to perform any or all of its obligations under the Charter as a result of a Force Majeure Event, it shall give written notice to the Charterer of the inability setting out full details of the reason in question and the affected obligations.
- 16.4 Qatar Airways shall reserve the right to decide whether passengers return to their domiciles or stay at the cost of Qatar Airways in hotels chosen by Qatar Airways until commencement of their flight.
- 17. PERSONAL DATA**
- 17.1 Within the scope defined in the Contract and these Conditions, Passengers are obliged to provide their personal data (including Passenger Name Records (PNR) and Advanced Passenger Information (API) (collectively "Personal Data") to Qatar Airways, its authorised agents, other service providers appointed by us in connection with the Programme, such as for the purposes of making a reservation, performing the Contract and the Conditions and complying with the immigration and entry requirements by making available such data to government agencies and check-in processes in connection with travel pursuant to the Contract and these Conditions. Passengers' Personal Data may also be used for the purpose of facilitating the completion of administrative formalities relating to immigration and entering a territory, preventing non-payment and combating fraud, as well as guaranteeing the security and safety of flights and the performance of statistical studies. A failure to provide certain Personal Data or the inaccuracy of certain personal data may result in a decision to deny boarding or entry into a country, without Qatar Airways being held liable. Any Personal Data of Passengers is collected and processed pursuant to applicable data protection laws and as detailed in our Privacy Notice which can be found on <https://www.qatarairways.com/en-qa/legal/privacy-policy.html>.
- 17.2 PNR and API are records of each passenger's travel requirements held in Qatar Airways' reservation and departure control systems. It may contain a wide range of information, such as dates of travel, travel itinerary, contact details, passenger details and baggage information. All airlines, including Qatar Airways, are required by applicable laws and regulations in most of our destination countries give border control agencies or public domestic or foreign authorities' access to or share PNR and API data about passengers flying to their country in order to fulfil the Contract. Accordingly, any Personal Data Qatar Airways holds about Passengers including your travel arrangements may be disclosed to customs and immigration authorities of any country in the Programme. PNR data should be retained by state authorities for no longer than is reasonably necessary for the stated purposes related to their collection and for auditing and redress purposes, in accordance with applicable laws. Further information about these arrangements, including measures to safeguard your Personal Data, can be obtained from the relevant government authority. For the purposes described above, the Charterer on behalf of each Passenger authorizes Qatar Airways to retain and use such Personal Data and to transmit it to our own offices, authorized agents, government agencies or our service providers.
- 17.3 Unless the Charterer or any Passenger objects at the time at which Personal Data is collected, Qatar Airways reserves the right to use Passenger's Personal Data in order to be able to send the Charterer or Passenger appropriate service emails, general information in relation to the Programme and any changes to the Flight schedule. Where a Charterer or Passenger have given Qatar Airways' consent, Personal Data will only be used to communicate with the Charterer or any Passenger for marketing purposes by Qatar Airways. The Charterer or any Passenger may withdraw consent at any time as described in our Privacy Notice.

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- 17.4 Passengers may exercise their right to object to the collection and use of Personal Data, but this may result in cancellation of the Flight or Programme. Should the Charterer or Passengers wish to access, rectify, or erase Personal Data or object to the use of Personal Data provided to Qatar Airways pursuant to the Contract or the Conditions, please refer to the Contact Us page of Qatar Airways website www.qatarairways.com.qa.
- 17.5 Qatar Airways agrees, in respect of Personal Information (as defined in section 6 of the *Australian Privacy Act 1988* (Cth) (**Privacy Act**)) held in connection with this Contract, to:
- (a) comply, and to ensure that its officers, employees, agents and subcontractors comply with the Privacy Act and not do anything, which if done by the Charterer would breach an Australian Privacy Principle as defined in the Privacy Act; and
 - (b) include equivalent provisions in any subcontract, including this clause 17.5.
- 17.6 If Qatar Airways becomes aware that there are reasonable grounds to suspect that there may have been an Eligible Data Breach in relation to any Personal Information held by Qatar Airways as a result of performing this Contract, Qatar Airways agrees to:
- (a) notify the Charterer in writing as soon as possible, which must be no later than within three (3) days; and
 - (b) unless otherwise directed by the Charterer, carry out an assessment in accordance with the requirements of the Privacy Act.
- 17.7 Where Qatar Airways is aware that there are reasonable grounds to believe there has been, or where the Charterer notifies Qatar Airways that there has been, an Eligible Data Breach in relation to any Personal Information held by Qatar Airways as a result of its performing this Contract, Qatar Airways must:
- (a) take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any of the individuals to whom it relates;
 - (b) unless otherwise directed by the Charterer, take all other action necessary to comply with the requirements of the Privacy Act; and
 - (c) take any other action as reasonably directed by the Charterer.

'Eligible Data Breach' and 'Personal Information' have the meaning given to them in section 6 of the Privacy Act.

18. LAW AND JURISDICTION

The Contract and these Conditions and their interpretation shall in all respects be interpreted in accordance with, and shall be governed by, and construed in accordance with, the laws of the Australian Capital Territory and each party submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory and courts of appeal from them, in respect of any proceedings arising out of the Contract or these Conditions.

19. SANCTIONS AND COUNTER-TERRORISM FINANCING

- 19.1 Qatar Airways must ensure that funds provided under this Agreement (whether through a subcontract or not) do not provide direct or indirect support or resources to:
- (a) organisations and/or individuals associated with terrorism; and
 - (b) organisations and individuals for whom Australia has imposed sanctions under: the *Charter of the United Nations Act 1945* (Cth) and regulations made under that Act; the *Autonomous Sanctions Act 2011* (Cth) and regulations made under that Act, or the World Bank List or DFAT Consolidated List.
- 19.2 Qatar Airways must ensure that it and any individuals, persons, entities or organisations involved in delivering goods and/or services under this Agreement, including Qatar Airways personnel, are not:
- (a) directly or indirectly engaged in preparing, planning, assisting or fostering a terrorist act;
 - (b) listed terrorist organisations for the purposes of the *Criminal Code Act 1995* (Cth) (details of listed terrorist organisations are available at <https://www.nationalsecurity.gov.au/what-australia-is-doing/terrorist-organisations/listed-terrorist-organisations>);
 - (c) subject to sanctions or similar measures under the *Charter of the United Nations Act 1945* (Cth) or the *Autonomous Sanctions Act 2011* (Cth) (details of individuals and entities are available at: <https://dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx>);
 - (d) listed on the 'World Bank's Listing of Ineligible Firms and Individuals' (posted at: <https://www.worldbank.org/en/projects-operations/procurement/debarred-firms>) or on the DFAT Consolidated List;

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- (e) owned, controlled by, acting on behalf of, or at the direction of individuals, persons, entities or organisations referred to in clauses a to d above; or
- (f) providing direct or indirect support, resources or assets (including any grant monies) to individuals, persons, entities or organisations referred to in clauses (a) to (e) above.
- 19.3 Where Qatar Airways becomes aware that there are reasonable grounds to suspect it or officers, agents or other personnel has, or may have, contravened any part of this clause, Qatar Airways must:
- (a) notify the Charterer and confirm that information in writing as soon as possible, which must be no later than within 24 hours;
- (b) immediately take all reasonable action to mitigate the risks; and
- (c) take any other action required by the Charterer.
- 19.4 Qatar Airways must ensure that any subcontract entered into by Qatar Airways for the purposes of fulfilling its obligations under the Contract imposes on the subcontractor the same obligations that Qatar Airways has under this clause, including this requirement to impose obligations on any further subcontractor.
- 20. ANTI-CORRUPTION**
- 20.1 In this clause, '**Corrupt Conduct**' means corrupt conduct as defined in the *National Anti-Corruption Commission Act 2022* (Cth) or conduct that would satisfy that definition if any party involved in the conduct were a 'public official' as defined in that Act.
- 20.2 Qatar Airways must not, and must ensure that its officers, employees, agents and subcontractors do not, engage in Corrupt Conduct, or any practice that, if engaged in within Australia, could constitute the offence of bribing a foreign public official under the *Criminal Code Act 1995* (Cth) in relation to the performance of the Agreement. If Qatar Airways becomes aware of any actual or potential Corrupt Conduct or relevant practice, it must report the matter to the Charterer in writing within five (5) business days, investigate the matter at its own cost, and report on the progress and outcomes of the investigation.
- 20.3 Where Corrupt Conduct or the foreign bribery offence is found to have occurred in relation to this Agreement, Qatar Airways must use reasonable efforts to recover any funds lost as a result of the conduct or practice, refer the matter to the appropriate governmental authorities, and reimburse to Charterer any funds misappropriated through the conduct or practice that are recovered by Qatar Airways.
- 20.4 Qatar Airways must comply with any reasonable request, policy or direction issued by the Charterer, and cooperate with the Charterer, at its own cost, in relation to any action taken by the Charterer required or authorised by the *National Anti-Corruption Commission Act 2022* (Cth).
- 20.5 Qatar Airways must ensure that any subcontract entered into for the purpose of this Agreement contains a substantially equivalent clause granting the rights specified in this clause.
- 20.6 This clause is an essential term of the Agreement and survives the termination or expiry of the Agreement.
- 21. FRAUD**
- 21.1 For the purposes of this clause, '**Fraud**' means, in delivering the goods and/or services under the Agreement, dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes suspected, alleged or attempted fraud.
- 21.2 Qatar Airways must take all reasonable steps to prevent and detect Fraud in relation to the performance of this Contract.
- 21.3 Subject to clause 21.4, if Qatar Airways becomes aware of any Fraud, it must report the matter to the Charterer in writing within five (5) Business Days.
- 21.4 If Qatar Airways is under a legal obligation not to report a Fraud to the Charterer, but local police or other law enforcement agencies provide an exception to permit reporting, Qatar Airways must report a Fraud to the Charterer within five (5) Business Days of the exception being granted.
- 21.5 Qatar Airways must investigate all Fraud at Qatar Airways' expense and in accordance with any reasonable directions or standards required by the Charterer. After the investigation is finished, Qatar Airways must promptly report full details of any Fraud to:
- (a) the Charterer (unless Qatar Airways is under a legal obligation not to report a Fraud to the Charterer); and
- (b) the local police and any other appropriate law enforcement agency in the country where the incident occurred, unless the Charterer agrees otherwise in writing.
- 21.6 If the investigation finds Fraud by Qatar Airways or its officers, employees or agents, or Qatar Airways has failed to take reasonable steps to prevent Fraud by a subcontractor, Qatar Airways must, if directed by the Charterer, promptly reimburse or compensate the Charterer in full.
- 21.7 This clause is an essential term of the Agreement and survives the termination or expiry of the Agreement.

Sensitivity: Internal

**CHARTER CONTRACT (PASSENGER AIRCRAFT)**

This charter contract for passengers (the "**Contract**") is made on the Effective Date set forth hereunder by and between the **Charterer** named below and **Qatar Airways Group q.c.s.c.**, a Qatari closed shareholding company organised and existing under the applicable laws of the State of Qatar (commercial register N°16070), having its principal place of business at Qatar Airways Tower 1, Airport Road, PO Box 22550, Doha, State of Qatar (hereinafter referred to as "**Qatar Airways**").

The Parties agree to the following terms and conditions on which Qatar Airways will charter the Aircraft with crew to the Charterer for the purpose of carrying out flights under the Programme set forth below. This Charter Contract incorporates Qatar Airways General Conditions of Aircraft Charter and which shall form part of this Contract. In the event of any conflict between the Qatar Airways General Conditions of Aircraft Charter and this Contract, the provisions of this Contract will prevail.

Capitalised terms used in this Contract shall have the meaning assigned thereto in the General Conditions of Aircraft Charter.

- | 1 Quote N° | LCA – SYD / 08 October 2024 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|----------------------------|---|--------|------|--------|-------|---------|-------------|-----|-------------|-----|----|---------|--------|-----|-----|-------|-------|-------|-----|----|---------|--------|-----|-----|-------|---------|-------|-----|
| 2 Effective Date | 05 Oct 2024 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 Charterer | The Commonwealth of Australia, as represented by the Department of Foreign Affairs and Trade.
Charterer Address RG Case Building, John McEwen Crescent, Barton, Australia Capital Territory 0221, Australia.
Commercial Registration N°: ABN 47 065 634 525 | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 Aircraft | Qatar Airways (B777-300), Registration Marks: A7- TBA | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 Programme | The Flights in accordance with the schedule of flights specified below (all times in local) (schedule is subject to slot approval and landing permits): | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | <table border="1"> <thead> <tr> <th>Leg</th> <th>Date</th> <th>Flt No</th> <th>From</th> <th>To</th> <th>ETD</th> <th>ETA</th> <th>Flying Time</th> <th>Pax</th> </tr> </thead> <tbody> <tr> <td>01</td> <td>08Oct24</td> <td>QR7431</td> <td>LCA</td> <td>DOH</td> <td>15 00</td> <td>18 45</td> <td>03:45</td> <td>350</td> </tr> <tr> <td>02</td> <td>08Oct24</td> <td>QR7424</td> <td>DOH</td> <td>SYD</td> <td>19.45</td> <td>17 45+1</td> <td>14:00</td> <td>350</td> </tr> </tbody> </table> | Leg | Date | Flt No | From | To | ETD | ETA | Flying Time | Pax | 01 | 08Oct24 | QR7431 | LCA | DOH | 15 00 | 18 45 | 03:45 | 350 | 02 | 08Oct24 | QR7424 | DOH | SYD | 19.45 | 17 45+1 | 14:00 | 350 |
| Leg | Date | Flt No | From | To | ETD | ETA | Flying Time | Pax | | | | | | | | | | | | | | | | | | | | |
| 01 | 08Oct24 | QR7431 | LCA | DOH | 15 00 | 18 45 | 03:45 | 350 | | | | | | | | | | | | | | | | | | | | |
| 02 | 08Oct24 | QR7424 | DOH | SYD | 19.45 | 17 45+1 | 14:00 | 350 | | | | | | | | | | | | | | | | | | | | |
| 6 Space Chartered | B777-300 (42J / 316Y) Passengers.

Baggage allowance per Passenger Hold:2pc x 23kgs, Cabin:7 kgs. | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 Reporting Time | Passengers, baggage, and/or cargo must be ready for embarking and loading three (3) hours before scheduled time of departure. | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8 Charter Price | s 47G(1)(a), s 47G(1)(b) | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 9 Method of Payment | s 47G(1)(a) | | | | | | | | | | | | | | | | | | | | | | | | | | | |

For any queries regarding invoicing, contact us via:

s 47G(1)(a)
s 47G(1)(a)

s 47F(1)

- | | |
|----------------------------|---|
| 10 Demurrage Fees | In the event of any delay caused by any act or omission of Charterer or its agents or any Passenger due to travel on a Flight then demurrage of USD 10,000 per hour or part thereof will be payable by Charterer in respect of such delay, starting one hour after scheduled time of departure. |
| 11 Cancellation Fee | If cancelled by Charterer: |

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CHARTER CONTRACT (PASSENGER AIRCRAFT)

s 47G(1)(a), s 47G(1)(b)
 Charter Price if cancellation effected not later than 120 hours prior to first flight scheduled departure,

s 47G(1)(a), s 47G(1)(b)
 Charter Price if cancellation effected later than 120 hours but not later than 48 hours prior to first flight scheduled departure,

s 47G(1)(a), s 47G(1)(b)
 Charter Price if cancellation effected later than 48 hours but not later than 24 hours prior to first flight scheduled departure,

s 47G(1)(a), s 47G(1)(b)
 Charter Price if cancellation effected later than 24 hours prior to first flight scheduled departure but not later than 12 hours prior to first flight scheduled departure
 Thereafter Charterer shall **s 47G(1)(a), s 47G(1)(b)** Charter Price

Flight cancellation by Charterer shall be effected by delivery of written notice to Qatar Airways by email and will be effective only on receipt by Qatar Airways.

12 Validity

The terms of this Contract are valid for acceptance by the Charterer by no later than **06/OCT/2024- 08:00** Doha Local Time.

13 Acceptance

Contract must be signed by the Charterer in the space provided below to indicate that the terms and conditions hereof are accepted and agreed by the Charterer. This Contract, as signed by the Charterer, must be received by Qatar Airways within the validity period set forth above.

14 Meal Orders

The Charterer shall provide email communication to Qatar Airways of the total number of Passengers (which shall not exceed the number stated in Clause 5 above) expected and specifying the type of meal(s) requested by each Passenger at least twenty-four (24) hours before the Schedule Time of Departure (STOD) of any Flight.

15 Rate Per Extra Flight Hour

Not Applicable

16 Notices

Charterer	Qatar Airways
Attn: Alan Copeland	Attn QR Charter Commercial
Assistant Secretary Crisis Preparedness & Management Branch	
Email. alan.copeland@dfat.gov.au	Email. s 47G(1)(a)

17 Counterparts

This Contract may be signed in any number of separate counterparts by the different parties hereto, all of which when taken together will constitute one binding instrument. Delivery of a signed counterpart of this Contract or related documents by email with a .pdf file of the signed counterpart will be deemed equivalent to delivery of an original of the executed counterpart. Any party delivering an executed counterpart by email with a .pdf file will also deliver an original of the executed counterpart to the other party/ies if so requested by the other party/ies, but the failure of any party to deliver an originally executed counterpart will not affect the validity or effectiveness of this Contract or related documents

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CHARTER CONTRACT (PASSENGER AIRCRAFT)

IN WITNESS WHEREOF, the Parties hereof have caused this Contract to be duly executed by their duly authorised officers or representatives, who represent to each other and both Parties that each is employed in the capacity indicated below and has the unequivocal authority to execute and deliver this Contract, which shall be effective as of the Effective Date.

For and on behalf of
Qatar Airways Group Q.C.S.C.
s 47F(1)

For and on behalf of
The Commonwealth of Australia, as represented by
the Department of Foreign Affairs and Trade.

s 22(1)(a)(ii)

Signature

Signature : _____

Name

Name : Alan Copeland

Title

Title : Assistant Secretary

s 47F(1)

Sensitivity: Internal



CHARTER CONTRACT (PASSENGER AIRCRAFT)

QATAR AIRWAYS GENERAL CONDITIONS OF AIRCRAFT CHARTER

1. INTRODUCTION

1.1 The capitalised words and terms used in these General Conditions of Aircraft Charter (these "**Conditions**") shall have the meanings set out below:

Aircraft	means any aircraft which is, from time to time, used for the purposes of performing the Charter.
Cancellation Fee	means the cancellation fee set forth in the Contract.
Charter	means the charter of an Aircraft by Qatar Airways to the Charterer to which the Contract relates.
Charterer	means the person, firm, body corporate or other entity identified in the Contract.
Contract	means the charter contract or other document stating the particular terms applicable to the Charter and making reference to these Conditions.
Charter Price	means the charter price set forth in the Contract. The Charter Price is subject to adjustment by Qatar Airways in line with changes in fuel surcharges at the uplift station up to fifteen (15) days prior to flight departure. IATA exchange rates will be applied where necessary.
Demurrage Fee	means the demurrage fee per hour set forth in the Contract starting one hour after the scheduled time of departure.
Effective Date	means the effective date set forth in the Contract.
Flight Schedule	means the schedule of flight(s) set forth in the Contract.
Party	means either Qatar Airways or the Charterer. When used in plural, " Parties " means both of them.
Passenger	means any passenger, attendant, or escort travelling in an Aircraft.
Programme	means the flight, or series of flights, as set forth in the Contract, including places of departure, places of destination, any stopping points, any departure and arrival times, and any particular agreed functions.
Qatar Airways	means Qatar Airways Group Q.C.S.C. and shall, save where the context otherwise requires, include its officers, servants, employees, agents, and subcontractors.
Rate Per Extra Flight Hour	means the amount per flight per hour, or part thereof, if any as set forth in the Contract, subject always to Aircraft availability and the prior written approval of Qatar Airways.

1.2 These Conditions shall apply to any Charter by Qatar Airways of an Aircraft (whether the whole or part only) to the exclusion of all other terms, conditions, warranties, and representations, save as specified in the Contract and save as provided in Condition 1.3 hereof. No addition to, or variation of, these Conditions shall bind Qatar Airways unless contained in the Contract or otherwise agreed in writing between the Parties after the execution of the Contract.

1.3 Carriage of passengers and cargo under a charter shall be subject to Qatar Airways' Conditions of Carriage for passengers, baggage, and cargo and the conditions of contract stated in any passenger ticket or airway bill issued for such carriage (copies of which may be inspected on demand), to the extent that such Conditions do not conflict with the provisions of these Conditions and the Contract.

2. AIRCRAFT

2.1 Qatar Airways shall provide the Aircraft crewed, maintained, and equipped for the performance of the Programme but shall provide no other services, either in flight or on the ground, unless expressly agreed in the Contract, save to the extent specified in these Conditions. Not less than twelve (12) hours prior to the scheduled flight departure, the Charterer shall notify Qatar Airways of the approximate weight of the Passengers' baggage and the cargo to be carried. Such weight shall, at all times, be subject to the approval of Qatar Airways. The Charterer agrees that, on certain Flights, Qatar Airways may increase the number of flight deck or cabin crew for routine training purposes. This will not, in any way, interrupt or affect the comfort of the Charterer's Flight(s).

2.2 The Aircraft shall, at all times, remain in the possession and under the operational control of Qatar Airways. The pilot in command shall have absolute discretion:

- (a) to refuse to carry any Passenger, baggage, cargo, or any part thereof;
- (b) to decide what load may be carried and how it shall be distributed;
- (c) to decide whether, when, and how a flight may safely and legally be undertaken, whether any changes to a

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**CHARTER CONTRACT (PASSENGER AIRCRAFT)**

flight should be made, and where and when the Aircraft should be landed; and

- (d) as to any other matters relating to the operation of the Aircraft.
- 2.3 Qatar Airways is not a common carrier and does not accept the obligations of a common carrier and none shall be implied.
- 2.4 Where the Aircraft is unavailable for any reason for the performance of the Programme, Qatar Airways will take reasonable endeavours to make available an alternative aircraft of a similar capacity. Should Qatar Airways be unable to replace the Aircraft with another aircraft, then the only remedy available to the Charterer in such event shall be the refund of the Charter Price to the Charterer in respect of the unperformed Programme, if already paid to Qatar Airways, and Qatar Airways shall be relieved from any further liability whatsoever.
- 2.5 If we reasonably believe that a Passenger's conduct on board the Aircraft may put the Aircraft or any person in it in danger, or a Passenger deliberately obstructs the crew in the performance of their duties, fails to comply with any instructions of the crew relating to safety or security, fails to obey the seat-belt or no smoking signs, commits a criminal offence, allows his/her physical or mental state to become affected by drink or drugs, makes a hoax bomb or other security threat, threatens, abuses or insults crew or other passengers, behaves in a manner to which other Passengers may reasonably object or which causes discomfort, inconvenience or damage, Qatar Airways may take such measures as it deems reasonably necessary to prevent the Passenger continuing his or her behaviour, including restraint. The Passenger may be disembarked and refused onward carriage at any point of the journey. We may report the incident to the relevant authorities with a view to them prosecuting the Passenger for any offences committed on board the Aircraft. If as a result of a Passenger's behaviour, Qatar Airways diverts the Aircraft to an unscheduled place of destination and that passenger is disembarked from the Aircraft, that Passenger must pay Qatar Airways all the reasonable costs of the diversion including but not limited to air traffic control charges, diversion fuel costs, airport landing charges and necessary flight crew costs.
- 2.6 Qatar Airways may, in its reasonable discretion, refuse to carry any Passenger, or remove any Passenger en route, due to unacceptable behaviour as detailed in 2.5 above, or any physical or mental condition that Qatar Airways may reasonably believe may put the said Passenger or any other Passenger in danger. In such a case, Qatar Airways may cancel the remaining journey, and refuse further carriage for that person or persons. Qatar Airways will not be liable for any consequential loss or damage alleged due to any such refusal of carriage or removal en route and reserves the right to claim from the Passenger all reasonable costs of such removal as referred to in 2.5 above. Otherwise Qatar Airways will use reasonable endeavours to continue the flight to the destination for the other passengers.
- 2.7 Not used.
- 2.8 The pilot in command shall have the right at all times to refuse to carry any Passenger (a) who appears to be intoxicated or under the influence of any illicit or controlled substance drug; (b) who refuses to be subject to any reasonable checks of his or her person or baggage by Qatar Airways, government or airport authorities; (c) whose health condition is suspected to / would involve hazard or risk to himself, herself or others; or (d) who does not present a current government issued photo identification, when requested by crew, government or airport authority. No such action of the pilot in command shall create or support any liability for loss, injury, damage or delay to Charterer or any person.
- 2.9 **Carriage of Baggage**
- Passenger's baggage weight is limited for flight safety reasons and varies according to aircraft type. Items determined by the crew to be of excessive weight or size will not be permitted on the Aircraft. Flights are being calculated with the EU Ops standard weight tables by passenger and by type of Aircraft. If Passenger's baggage exceeds these limits, the Passenger shall notify Qatar Airways accordingly prior to the Flight. Unless otherwise explicitly stated, passengers are obliged to notify Qatar Airways of all excess and general baggage, stating the dimensions and weight of the items such as but not limited to sports equipment, pushchair/buggy and child's car seat.
- 2.10 **Compliance with Immigration Requirements**
- (a) Passengers are responsible for obtaining, and presenting at check-in/immigration, the necessary travel documents, visas doctors/veterinarians certificates (certificates of vaccinations) as are required for themselves, dependents or animals travelling with them in compliance with the applicable passport, visa and health regulations' requirements of the countries of departure or destination in question.
- (b) As contractual carrier, Qatar Airways is obliged by law to refuse carriage if the entry and exit requirements for the country of departure or destination are not met, or if the required documentation/certification is not presented.
- (c) Qatar Airways takes no responsibility with the regard to entry or exit requirements of Passengers. Any cost incurred due to the failure to observe these requirements shall be shared by the Charterer and the passenger

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CHARTER CONTRACT (PASSENGER AIRCRAFT)

such as but not limited to fines and cost of repatriation.

3. AUTHORISATIONS

Qatar Airways will apply for any authorisations, clearances, or permits (landing permits, arrival/departure slots, etc.) required to be obtained from any governmental or other authorities for the performance of the Programme. The Charterer shall be responsible and shall apply and obtain all required governmental approvals (e.g. customs permit) for the shipments to be carried. In the event that the Charter results in Qatar Airways incurring additional costs in relation to obtaining authorisations, clearances, or permits, then such costs and expenses shall be reimbursed to Qatar Airways by the Charterer. In the event that any authorisations, clearances, or permits are absent, refused, not obtained, are not obtained in due time, cancelled or do not remain in full force and effect due to no fault of Qatar Airways, then Qatar Airways shall have no liability for any delay or failure in the performance of the Programme or any adverse effect on, or losses incurred by, the Charterer as a consequence thereof, and unless the parties agree in writing to alternate travel arrangements by way of an amendment to this Contract to be signed by both parties, the Contract shall be terminated and no penalty shall be due or payable by either Party and both Parties will be absolved of all liabilities for any and all losses suffered therefrom.

4. COSTS

4.1 Except as may otherwise be set forth in the Contract, the Charter Price includes the cost of insurance, fuel, oil, maintenance of the Aircraft, landing fees, parking fees, hangar fees, ground services and dispatch costs for the Aircraft, salaries, flight pay and per diems of the crew, and the cost of meals and other refreshments for Passengers during the flights and on the ground at any intermediate stations, on the basis of such services usually extended by Qatar Airways to Passengers in flight and at such stations, provided that where an intermediate stop exceeds seventy two (72) hours, such costs for the first seventy two (72) hours only are included in the Charter Price and any costs thereafter shall be for the account of the Charterer if such delay is caused by an act or omission of the Charterer.

4.2 Any and all other costs, including but not limited to costs of ground transportation at the places of departure and destination, costs for visas, customs and inspection fees, custom duties and other taxes payable in connection with the Passengers, baggage and cargo transported, additional ground handling charges including rental of ground handling equipment over and above the contract rates entered into between Qatar Airways and the handling agents, and all special costs incurred by Qatar Airways with respect to Passengers, baggage, cargo, and goods in case of any emergency landing, are not included in the Charter Price and shall be paid directly by the Charterer, and if already paid by Qatar Airways, shall be promptly reimbursed by the Charterer to Qatar Airways.

4.3 Unless otherwise expressly stated in the Contract, the Charter Price excludes the costs of cargo build and break at origin and destination, the costs of no-objection fees and royalties (if any), additional charges for special loading or off-loading at airports, handling equipment (cranes, etc.), costs due to fuel escalations, war-risk insurance surcharge, and de-icing. Any disbursements in respect of the foregoing excluded costs or any charges paid by Qatar Airways on behalf of the Charterer shall be invoiced to the Charters at cost plus an administration charge of fifteen percent (15%).

4.4 In the event of any increase in cost incurred directly or indirectly by Qatar Airways in connection with (i) any event beyond the control of Qatar Airways, and (ii) the Contract (including, without limitation, Aircraft parking at, or operations to and beyond, the places of destination and any intermediate stopping places), Qatar Airways may give written notice thereof to the Charterer and the amounts payable by the Charterer shall be increased by the amounts attributable to any such increase.

5. DEMURRAGE AND EXTRA FLIGHT HOURS

5.1 The Charterer shall pay the Demurrage Fee, the Rate Per Extra Flight Hour (if any), and any other compensation set forth in the Contract if the duration of any flight or the number of flight hours indicated in the Flight Schedule is exceeded due to:

- (a) any failure or delay in the granting of visas or other documents required for the due transportation, embarking, disembarking, loading, or unloading of Passengers, baggage, or cargo;
- (b) Passengers, baggage, or cargo not being ready for embarking or loading at the times indicated in the Contract; or
- (c) acts or omissions of the Charterer or its officers, employees, or agent, or of Passengers or shippers of goods.

5.2 If the performance of the Flight Schedule is prevented or delayed by the Charterer or anyone acting on its behalf including (but not limited to) any Passenger arriving later than one hundred and twenty (120) minutes before the scheduled time of departure, or such other time as may be specified in the Contract, Qatar Airways may, at its absolute discretion, and without liability, depart as scheduled or delay departure. Any additional expenses attributable to such delayed departure shall be borne by the Charterer except where such delay is caused by a Passenger unless such Passenger delay is caused by an act or an omission of the Charterer.

6. PAYMENT

6.1 The Charterer agrees to pay Qatar Airways the Charter Price on or before the due date specified in the Contract, in

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the currency and by the method specified therein. Payment of costs not included in the Charter Price and other charges provided for herein, shall be made promptly by the Charterer, in the same manner and in the same currency specified in the Contract, or, at Qatar Airways' discretion, in the currency in which the costs are incurred by Qatar Airways. All payments shall be paid without deduction or withholding, whether in respect of taxes or otherwise, and without counterclaim or set-off.

- 6.2 If the Charterer fails to fulfil its obligation mentioned in Condition 6.1 above, or does not fulfil them by the due date(s), then Qatar Airways shall be entitled to terminate the Charter immediately by written notice, without any formal notification or judicial intervention being required, and without prejudice to the Charterer's obligations to pay the Charter Price. All other costs, including, but not limited to licence fees, clearance fees, royalties, baggage screening charges, security charges, customs duties, airport and passenger taxes, any connections to and from airports, ground accommodation, ground transfers, cabin service, on-board satellite telephone costs, and any other additional service costs whatsoever and howsoever arising shall be paid by the Charterer, unless otherwise specified in the Contract. Any such additional costs will be invoiced by Qatar Airways to the Charterer and shall be paid promptly by the Charterer.

7. NON PERFORMANCE OR PARTIAL PERFORMANCE OF THE PROGRAMME

- 7.1 If due to refusal, cancellation, or late granting of any authorisation, clearance, or permit required for the performance of the Programme, or for unforeseen Aircraft failures, crew limitations, safety or security concerns, or if due to any other cause beyond the control of Qatar Airways, Qatar Airways is unable within a reasonable time to perform the Programme, then Qatar Airways may, at its absolute discretion, but without obligation, immediately suspend or terminate the Contract upon notice to the Charterer. In the event of termination or suspension of the Contract in accordance with the foregoing, no penalty shall be due or payable by either Party and both Parties will be absolved of all liabilities for any and all losses suffered therefrom and any payments of deposits or Charter Price made by or on behalf of the Charterer to Qatar Airways will be refunded to the Charterer within a reasonable period of time, without interest, provided, however, that if in the event that the Aircraft is, at the Charterer's request and subject to Qatar Airways' entitlement to suspend or terminate the Contract in accordance with the foregoing, kept at the disposal of the Charterer, then the Charterer shall pay Qatar Airways the Demurrage Fee, calculated from the date and hour of the beginning of the Programme.

- 7.2 If due to a cause as mentioned in Condition 7.1 above, the Programme can be performed only partially by Qatar Airways, then the Charter Price shall be reduced proportionately on the basis of the number of flight hours flown.

- 7.3 If the captain lands at a place not specified in the Flight Schedule for any purpose which in his opinion is necessary for the safety of the Aircraft, crew, Passengers, or cargo, or incidental to the performance of the Charter or for the purpose of attempting to save life or property, and it may reasonably be expected that the captain will be unable to resume the flight within two (2) hours after any such landing, the Charter shall thereupon be deemed completed and Qatar Airways shall be entitled to the full Charter Price. The Charterer shall in such event have no right to damages or compensation and Qatar Airways shall have no further obligation or liability in relation to the Programme or to the Charterer. The Charterer remains responsible at its own cost to arrange for alternative transportation of Passengers or cargo to the originally planned destination or return to the original point of departure. However, Qatar Airways agrees to use its best endeavours to cooperate in good faith and provide reasonable assistance to the Charterer.

- 7.4 In the event of mechanical difficulties, technical reasons resulting in rendering the aircraft on ground (AOG), damage to aircraft, adverse weather conditions, or other circumstances which, in the opinion of Qatar Airways, require such action, flight(s) may be cancelled or delayed at the point of origin, or any point on the itinerary. In such event, Qatar Airways may take whatever steps it deems necessary for the protection of the Aircraft, Passengers, cargo, or any other parties or property, including sending communications for instructions, disposing of perishable cargo without instructions or notice, or tendering shipment for onward carriage by other Qatar Airways' flights to the relevant destination. In the event of the cessation or delay of any flight for any of the above reasons, the Charter Price shall be reduced proportionately on the basis of the number of flight hours flown.

8. UNUSED CHARTER CAPACITY

Qatar Airways may, in its absolute discretion, and without compensation to the Charterer, use any part of the carrying capacity of the Aircraft unused by the Charterer for the Programme, for any other purpose, provided it does not interfere with the Programme.

9. LIABILITY AND INDEMNITY

- 9.1 Passengers, baggage, and cargo of whatever kind shall be carried at the sole risk of the Charterer. The Charterer warrants and agrees that Qatar Airways, its officers, employees, and agents shall not be subject to any higher liability than that provided for in Qatar Airways' Conditions of Carriage for Passengers, Baggage, and Cargo, in relation to any Passenger, shipper, subcontractor, or other person having an interest in the carriage or in the persons or cargo carried.
- 9.2 The times shown in the Flight Schedule are approximate and are not guaranteed by Qatar Airways. Qatar Airways shall be entitled to deviate from the Flight Schedule, vary the duration of the Programme, reduce the maximum load capacity, vary the maximum seating accommodation or do any one or more of the foregoing, in circumstances beyond the reasonable control of Qatar Airways, for reasons of safety or security, or for reasons which Qatar Airways otherwise

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- deems necessary. Qatar Airways will notify the Charterer of any change or variation under this clause as soon as practicable.
- 9.3 Goods or cargo carried pursuant to the Contract shall be deemed accepted for transportation without a declaration of value, notwithstanding that the value for carriage may have been indicated on the air waybill or otherwise, unless the appropriate special valuation charges due for shipments with a declared value have been received by Qatar Airways before commencement of the carriage and the Charterer has notified Qatar Airways of the same.
- 9.4 Without prejudice to any other provision in these Conditions, the liability of Qatar Airways, in relation to any failure to perform the Charter due to the fault or omission of Qatar Airways or otherwise howsoever in relation to the Charter, shall in no event exceed an amount equal to the Charter Price, and damages for partial performance shall not exceed a proportionate part of the Charter Price.
- 9.5 Qatar Airways shall not accept any responsibility for charges, if any, which occur in the event that baggage or cargo has to be forwarded separately because of excess or excessive measurements or weights.
- 9.6 The operation of all flights is subject to receipt of all over-flight and landing clearances and Qatar Airways shall have no responsibility or liability in the event that such clearances are not received or are not received in due time.
- 9.7 Operation of flight(s) and the Programme shall be subject to the receipt of appropriate diplomatic and other relevant clearances and permissions of the airports concerned and Qatar Airways shall have no responsibility or liability in the event that such clearances or permissions are not received or are not received in due time. However, Qatar Airways will provide reasonable assistance to Charterer including where possible to complete the flight to the ultimate destination.
- 9.8 To the extent permitted by law, Qatar Airways, its officers, sub-contractors, agents, servants, or employees, shall not be responsible for any injury to or death of any person or persons or any damage to property suffered by third parties arising out of or in any way connected with the Contract, unless the same is caused by the gross negligence or wilful misconduct or unlawful act or omission of Qatar Airways, its officers, sub-contractors, agents, servants, or employees.
- 9.9 Qatar Airways shall not be liable (i) in the event that the Aircraft is diverted to an alternative airport or any other country owing to the current travel restrictions to that airport or destination, (ii) for any onward travel to the originally planned destination or return to the original point of departure, (iii) in the event that a Passenger is either denied boarding in the country of departure or denied entry to the country of arrival due to travel, legal or regulatory restrictions imposed by states, governments, regulators or third parties service providers. The Charterer remains responsible at its own cost to arrange for Passengers originally planned destination or return to the original point of departure. The applicable rate specified in the Contract for additional flight time shall apply. Any and all additional costs including additional crew, accommodation costs, fuel, additional landing permits, will be at the sole cost of the Charterer. However, Qatar Airways agrees to use its best endeavours to cooperate in good faith and provide reasonable assistance to the Charterer including where possible to complete the flight to the ultimate destination.
- 9.10 Charterer shall be liable for executing the Contract even if Charterer is only acting as an intermediary. This liability extends to any damage to the aircraft caused by Charterer's representatives, employees and/or Passengers.
- 10. TRAFFIC DOCUMENTS**
- 10.1 For all transportation to be performed under the Contract, traffic documents shall be prepared in accordance with the requirements of the Conditions of Carriage for Passengers, Baggage, and Cargo and Qatar Airways' then practices and procedures which shall from time to time be effective.
- 10.2 In all traffic documents Qatar Airways shall appear as the Carrier.
- 11. CANCELLATION**
- 11.1 The Charterer may cancel the Charter at any time prior to the agreed date of commencement of the Programme upon payment of the Cancellation Fee. Cancellation by the Charterer shall be effected by delivery of written notice to Qatar Airways by the method stated in the Contract and shall be effective only upon receipt by Qatar Airways.
- 11.2 In the event that the Cancellation Fee is payable to Qatar Airways, then Qatar Airways shall be entitled to apply any monies already received from the Charterer in satisfaction of such cancellation charges.
- 11.3 If the Charterer cancels the Contract on or after the agreed date of commencement of the Programme, the full Charter Price shall be due and payable. Without prejudice to the provisions of the foregoing paragraph, the Charterer shall defend and hold Qatar Airways harmless and indemnified from and against any claims by Passengers, shippers, or other persons, should such claims arise from cancellations by the Charterer or Qatar Airways.
- 11.4 Without prejudice to Qatar Airways' other rights and its exclusions of liability herein, Qatar Airways may, without obligation or liability, cancel flights up to twenty four (24) hours prior to the scheduled flight departure, if such flight cannot be performed for technical or operational reasons or reasons outside of the control of Qatar Airways or a Force Majeure Event in accordance with Condition 16 [Force Majeure].

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**CHARTER CONTRACT (PASSENGER AIRCRAFT)****12. TERM AND TERMINATION**

- 12.1 The Contract shall be effective from the Effective Date and continue in force until each Party has fulfilled its respective obligations under the Programme and otherwise herein, unless terminated earlier in accordance with the provisions herein. Any obligations and duties which by their nature extend beyond the expiration or termination of the Contract shall survive the expiration or termination of the Contract.
- 12.2 Either Party may terminate the Contract by notice to the other with immediate effect without any formal summons or judicial intervention being required:
- (a) if the other Party is in breach of its material obligations in relation to the Charter;
 - (b) if the other Party is insolvent or otherwise unable to pay its debts as they become due, is declared bankrupt or files a petition for a moratorium or if the whole or a substantial part of the other Party's property is seized before judgment or under an execution; or
 - (c) if the other Party goes into liquidation, administration, receivership (or similar process).
- 12.3 If the Charterer is the other Party mentioned in the previous paragraph, it shall be required to pay to Qatar Airways:
- (a) fifty percent (50%) of the Contract Price as compensation in the event that the Contract is terminated before the date of commencement of the Programme, or
 - (b) the full Charter Price as compensation in the event that the Contract is terminated forty-eight (48) hours or from the date of commencement of the Programme.
- 12.4 Notwithstanding any provision to the contrary, Qatar Airways shall be entitled to terminate the Contract at any time, and without assigning any reason and without incurring any liability or cost, by giving the Charterer not less than thirty (30) days' prior written notice subject to both Parties rights' and obligations as may have accrued up to the termination effective date.

13. CHARTERER UNDERTAKINGS

The Charterer undertakes, represents, and warrants that:

- 13.1 All subcontractors, agents, Passengers and other parties, having or claiming any interest in the carriage under the Charter and the Passengers, baggage, and cargo transported under the Charter, shall comply with all customs and all other formalities, applicable laws, and regulations in relation thereto and shall pay all dues and charges in connection with the same.
- 13.2 Livestock, birds, pets or animals of any kind whatsoever shall not be allowed to accompany the Passengers, and acknowledges that the same shall not be accepted for carriage.
- 13.3 Baggage and cargo carried shall not contain anything of a dangerous, hazardous or offensive nature or anything that the importation, exportation, or carriage of which is prohibited by any country or state which has to be crossed or entered.
- 13.4 Any goods to be transported are sufficiently and properly packed for carriage and Charterer shall comply with all reasonable demands of Qatar Airways and the captain and shall comply with IATA Dangerous Goods Regulations as may be applicable and a copy of which is available upon request from Qatar Airways).
- 13.5 At least twelve (12) hours prior to the scheduled flight departure, the Charterer shall provide Qatar Airways with a manifest detailing the Passengers to be carried under the Charter.
- 13.6 The Charterer shall procure that all Passengers declare if they are likely to have been exposed to serious communicable diseases or conditions that may be of public health concern. The Charterer agrees to compensate Qatar Airways for all additional costs resulting directly from any diversion of the Aircraft (including but not limited to air traffic control charges, diversion fuel costs and airport-landing charges) and necessary flight crew costs or concealment of information arising from a declaration regarding any Passenger. The parties agree that Qatar Airways excludes its liability for any claims arising therefrom.
- 13.7 The Charterer shall present the Qatar Airways Privacy Notice to every Passenger as well as the information contained in Condition 17 prior to the sharing of any Personal Data of Passengers with Qatar Airways. Our Privacy Notice is available in languages other than English as well.

14. RESTRICTED ENTITIES OR PERSONS

- 14.1 The Charterer warrants and represents on a continuing basis that it and its agents are not incorporated in or resident in a country, or listed as a "Specially Designated National," a "Specially Designated Global Terrorist," a "Blocked Individual," or similar designation under the economic or trade sanctions imposed by the by the U.S. Treasury

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CHARTER CONTRACT (PASSENGER AIRCRAFT)

Department's Office of Foreign Assets Control (OFAC), the United Nations Security Council, the European Union and her Majesty's Treasury (the **Economic Sanctions**, and any relevant individual being a **Restricted Individual**).

- 14.2 The Charterer agrees on its own behalf and on behalf of any Passenger that it will not act or take such action in such a way so as to bring Qatar Airways into breach of any Economic Sanctions (including marketing to Restricted Individuals), and will co-operate with Qatar Airways in such regard.
- 14.3 Qatar Airways reserves the right to cancel any Flight which we have reason to believe may be, or are unable to confidently ascertain is in breach of Economic Sanctions.
- 14.4 Qatar Airways accepts no responsibility for carriage of Passenger named as a Restricted Individual. The Charterer must ensure that all travelling passengers have the legal right to travel unhindered.
- 14.5 Charterer respectively warrants (and in the case of any sublet, Charterers further warrant in respect of any sub-charterers, shippers, receivers, or cargo interests) that at the date of this fixture and throughout the duration of the Charter Contract they are not subject to any of the sanctions, prohibitions restrictions or designation referred to in Sub-clause (a) which prohibit or render unlawful any performance under the Contract or any sublet or any Bills of Lading.
- 14.6 If at any time during the performance of the Contract, either party becomes aware that the other party is in breach of warranty as aforesaid, the party not in breach shall comply with the laws and regulations of any Government to which that party or the Aircraft is subject, and follow any orders or directions which may be given by anybody acting with powers to compel compliance. In the absence of any such orders, directions, laws or regulations, the party not in breach may, in its option, terminate the Contract forthwith or, if cargo is on board, direct the Aircraft to any safe port of that party's choice and there discharge the cargo or part thereof.
- 14.7 Notwithstanding anything in this Clause to the contrary, Charterer shall not be required to do anything which constitutes a violation of the laws and regulations of any State to which either of them is subject.
- 14.8 Charterer warrants that it will be liable for any act made by Charterer or Passengers that would otherwise threaten to bring Qatar Airways into breach of any Economic Sanctions, and agree that any breach of this clause shall be deemed a material breach not capable of remedy and Qatar Airways may immediately terminate the Contract in such an event.
- 14.9 Charterer shall procure that this clause is incorporated into all sub-charters, contracts of carriage and Bills of Lading issued pursuant to the Contract.
- 15. GENERAL**
- 15.1 All notices and other communications in connection with the Charter shall be in writing and in the case of Qatar Airways either delivered by registered email or sent by email to such address as it may have notified for such purposes in the Charter Contract. Notices shall be considered served upon delivery in the case of delivery by mail upon delivery thereof against a dated receipt, and by e-mail, when email is sent and no delivery failure receipt is received by the sender.
- 15.2 Qatar Airways shall be only be entitled to sub-contract or assign to any person any of its obligations, rights, or benefits under the Charter with the Charterer's consent, such consent not to be unreasonably withheld. The Charterer is prohibited from sub-contracting or assigning any of its obligations, rights, or benefits under the Charter.
- 15.3 The Charterer agrees that it enters into the Contract both as principal on its own behalf and as agent for all persons and owners of the goods and cargo carried under the Charter, each of whom shall be bound by these Conditions.
- 15.4 The rights of Qatar Airways shall not be prejudiced or restricted by any indulgence or forbearance extended to the Charterer or by any delay in exercising or failure to exercise any right and no waiver by Qatar Airways of any breach shall operate as a waiver of any other or further breach.
- 15.5 All Qatar Airways' rights hereunder shall be cumulative and not alternative or exclusive of each other or any implied by law.
- 15.6 Headings in these Conditions are given for convenience only and shall not affect interpretation.
- 15.7 If any of these Conditions or the terms of the Contract or any part of either thereof shall to any extent and for any reason be invalid or unenforceable, the remainder of these Conditions and the Contract shall not be affected thereby and all other terms and conditions shall be valid and enforceable to the fullest extent permitted by law.
- 15.8 The Contract and these Conditions have been agreed and prepared in the English language. In the event of any translation of the Contract and these Conditions or any part thereof into Arabic or any other language, the same shall continue to be construed and interpreted according to the English language version which shall prevail in the event of any conflict. If, notwithstanding the foregoing, any competent court holds that any such Arabic or other translation shall prevail over the English language version, the English language version shall be referred to in order to assist in interpretation of the Arabic or other translation.
- 15.9 These Conditions, the Contract, and such other documents referred to or incorporated by reference contain and constitute the entire understanding and agreement between the Parties in respect of the subject matter hereof, and supersede and cancel all previous negotiations, agreements, and commitments in connection thereto.

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- 15.10 Qatar Airways' Conditions of Carriage for Passengers, Baggage, and Cargo and any notices of limitation of liability stated on Qatar Airways' Passenger Tickets, as shall from time to time be effective, shall to the maximum extent permitted by law apply to the Charter. In the event of any inconsistency or conflict between either of the foregoing, these Conditions, or the Contract, then to the extent of such inconsistency or conflict, the order of precedence shall be: (i) the Contract; (ii) these Conditions; (iii) limitation of liability stated on Qatar Airways' Passenger tickets; and (iv) Qatar Airways' Conditions of Carriage for Passengers, Baggage, and Cargo. Qatar Airways' Conditions of Carriage for Passengers, Baggage, and Cargo can be found at <https://www.qatarairways.com/en-qa/legal/conditions-of-carriage.html> are available upon request.
- 15.11 The Charterer acknowledges the Qatar Airways Group Environmental Policy and agrees to support the aims and objectives of the policy in the performance of the Charterer's obligations under the Contract. The Policy can be viewed at qatarairways.com or can be provided on request. As a minimum, the Charterer will comply with all applicable environmental laws and regulations in the performance of its contractual obligations to Qatar Airways.
- 16. FORCE MAJEURE**
- 16.1 Qatar Airways shall not be in breach of the Charter Contract and shall not have any liability for delay or non-performance of its obligations (including failure to perform a Flight contemplated by the Charter Contract) occasioned or caused by circumstances beyond the control of Qatar Airways (a "**Force Majeure Event**"). Examples of Force Majeure Events shall include without limitation adverse weather conditions, mechanical failures, acts of God, governmental or state actions, war, civil commotion, acts of terrorism, fire, explosion, flood, epidemic, pandemic, labor disputes, (whether or not relating to Qatar Airways' workforce) or restraints or delays affecting aircraft operators and carriers (including, without limitation, "slot delays", inability to obtain or delay in obtaining governmental approvals, permits and licenses), closure or congestion of airports, air traffic control congestion, or natural or nuclear disaster.
- 16.2 Charterer agrees not to claim any damages against Qatar Airways, which Charterer might suffer as a result of delay or failure to make available to Charterer an Aircraft or services, if the delay or cancellation was caused by or contributed to by Force Majeure Events.
- 16.3 If Qatar Airways is unable to perform any or all of its obligations under the Charter as a result of a Force Majeure Event, it shall give written notice to the Charterer of the inability setting out full details of the reason in question and the affected obligations.
- 16.4 Qatar Airways shall reserve the right to decide whether passengers return to their domiciles or stay at the cost of Qatar Airways in hotels chosen by Qatar Airways until commencement of their flight.
- 17. PERSONAL DATA**
- 17.1 Within the scope defined in the Contract and these Conditions, Passengers are obliged to provide their personal data (including Passenger Name Records (PNR) and Advanced Passenger Information (API) (collectively "**Personal Data**") to Qatar Airways, its authorised agents, other service providers appointed by us in connection with the Programme, such as for the purposes of making a reservation, performing the Contract and the Conditions and complying with the immigration and entry requirements by making available such data to government agencies and check-in processes in connection with travel pursuant to the Contract and these Conditions. Passengers' Personal Data may also be used for the purpose of facilitating the completion of administrative formalities relating to immigration and entering a territory, preventing non-payment and combating fraud, as well as guaranteeing the security and safety of flights and the performance of statistical studies. A failure to provide certain Personal Data or the inaccuracy of certain personal data may result in a decision to deny boarding or entry into a country, without Qatar Airways being held liable. Any Personal Data of Passengers is collected and processed pursuant to applicable data protection laws and as detailed in our Privacy Notice which can be found on <https://www.qatarairways.com/en-qa/legal/privacy-policy.html>.
- 17.2 PNR and API are records of each passenger's travel requirements held in Qatar Airways' reservation and departure control systems. It may contain a wide range of information, such as dates of travel, travel itinerary, contact details, passenger details and baggage information. All airlines, including Qatar Airways, are required by applicable laws and regulations in most of our destination countries give border control agencies or public domestic or foreign authorities' access to or share PNR and API data about passengers flying to their country in order to fulfil the Contract. Accordingly, any Personal Data Qatar Airways holds about Passengers including your travel arrangements may be disclosed to customs and immigration authorities of any country in the Programme. PNR data should be retained by state authorities for no longer than is reasonably necessary for the stated purposes related to their collection and for auditing and redress purposes, in accordance with applicable laws. Further information about these arrangements, including measures to safeguard your Personal Data, can be obtained from the relevant government authority. For the purposes described above, the Charterer on behalf of each Passenger authorizes Qatar Airways to retain and use such Personal Data and to transmit it to our own offices, authorized agents, government agencies or our service providers.
- 17.3 Unless the Charterer or any Passenger objects at the time at which Personal Data is collected, Qatar Airways reserves the right to use Passenger's Personal Data in order to be able to send the Charterer or Passenger appropriate service emails, general information in relation to the Programme and any changes to the Flight schedule. Where a Charterer or Passenger have given Qatar Airways' consent, Personal Data will only be used to communicate with the Charterer or any Passenger for marketing purposes by Qatar Airways. The Charterer or any Passenger may withdraw consent at any time as described in our Privacy Notice.

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- 17.4 Passengers may exercise their right to object to the collection and use of Personal Data, but this may result in cancellation of the Flight or Programme. Should the Charterer or Passengers wish to access, rectify, or erase Personal Data or object to the use of Personal Data provided to Qatar Airways pursuant to the Contract or the Conditions, please refer to the Contact Us page of Qatar Airways website www.qatarairways.com.qa.
- 17.5 Qatar Airways agrees, in respect of Personal Information (as defined in section 6 of the *Australian Privacy Act 1988* (Cth) (**Privacy Act**) held in connection with this Contract, to:
- (a) comply, and to ensure that its officers, employees, agents and subcontractors comply with the Privacy Act and not do anything, which if done by the Charterer would breach an Australian Privacy Principle as defined in the Privacy Act; and
 - (b) include equivalent provisions in any subcontract, including this clause 17.5.
- 17.6 If Qatar Airways becomes aware that there are reasonable grounds to suspect that there may have been an Eligible Data Breach in relation to any Personal Information held by Qatar Airways as a result of performing this Contract, Qatar Airways agrees to:
- (a) notify the Charterer in writing as soon as possible, which must be no later than within three (3) days; and
 - (b) unless otherwise directed by the Charterer, carry out an assessment in accordance with the requirements of the Privacy Act.
- 17.7 Where Qatar Airways is aware that there are reasonable grounds to believe there has been, or where the Charterer notifies Qatar Airways that there has been, an Eligible Data Breach in relation to any Personal Information held by Qatar Airways as a result of its performing this Contract, Qatar Airways must:
- (a) take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any of the individuals to whom it relates;
 - (b) unless otherwise directed by the Charterer, take all other action necessary to comply with the requirements of the Privacy Act; and
 - (c) take any other action as reasonably directed by the Charterer.

'Eligible Data Breach' and 'Personal Information' have the meaning given to them in section 6 of the Privacy Act.

18. LAW AND JURISDICTION

The Contract and these Conditions and their interpretation shall in all respects be interpreted in accordance with, and shall be governed by, and construed in accordance with, the laws of the Australian Capital Territory and each party submits to the non-exclusive jurisdiction of the courts of the Australian Capital Territory and courts of appeal from them, in respect of any proceedings arising out of the Contract or these Conditions.

19. SANCTIONS AND COUNTER-TERRORISM FINANCING

- 19.1 Qatar Airways must ensure that funds provided under this Agreement (whether through a subcontract or not) do not provide direct or indirect support or resources to:
- (a) organisations and/or individuals associated with terrorism; and
 - (b) organisations and individuals for whom Australia has imposed sanctions under: the *Charter of the United Nations Act 1945* (Cth) and regulations made under that Act; the *Autonomous Sanctions Act 2011* (Cth) and regulations made under that Act, or the World Bank List or DFAT Consolidated List.
- 19.2 Qatar Airways must ensure that it and any individuals, persons, entities or organisations involved in delivering goods and/or services under this Agreement, including Qatar Airways personnel, are not:
- (a) directly or indirectly engaged in preparing, planning, assisting or fostering a terrorist act;
 - (b) listed terrorist organisations for the purposes of the *Criminal Code Act 1995* (Cth) (details of listed terrorist organisations are available at <https://www.nationalsecurity.gov.au/what-australia-is-doing/terrorist-organisations/listed-terrorist-organisations>);
 - (c) subject to sanctions or similar measures under the *Charter of the United Nations Act 1945* (Cth) or the *Autonomous Sanctions Act 2011* (Cth) (details of individuals and entities are available at: <https://dfat.gov.au/international-relations/security/sanctions/Pages/consolidated-list.aspx>);
 - (d) listed on the 'World Bank's Listing of Ineligible Firms and Individuals' (posted at: <https://www.worldbank.org/en/projects-operations/procurement/debarred-firms>) or on the DFAT Consolidated List;

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- (e) owned, controlled by, acting on behalf of, or at the direction of individuals, persons, entities or organisations referred to in clauses a to d above; or
- (f) providing direct or indirect support, resources or assets (including any grant monies) to individuals, persons, entities or organisations referred to in clauses (a) to (e) above.
- 19.3 Where Qatar Airways becomes aware that there are reasonable grounds to suspect it or officers, agents or other personnel has, or may have, contravened any part of this clause, Qatar Airways must:
- (a) notify the Charterer and confirm that information in writing as soon as possible, which must be no later than within 24 hours;
- (b) immediately take all reasonable action to mitigate the risks; and
- (c) take any other action required by the Charterer.
- 19.4 Qatar Airways must ensure that any subcontract entered into by Qatar Airways for the purposes of fulfilling its obligations under the Contract imposes on the subcontractor the same obligations that Qatar Airways has under this clause, including this requirement to impose obligations on any further subcontractor.
- 20. ANTI-CORRUPTION**
- 20.1 In this clause, '**Corrupt Conduct**' means corrupt conduct as defined in the *National Anti-Corruption Commission Act 2022* (Cth) or conduct that would satisfy that definition if any party involved in the conduct were a 'public official' as defined in that Act.
- 20.2 Qatar Airways must not, and must ensure that its officers, employees, agents and subcontractors do not, engage in Corrupt Conduct, or any practice that, if engaged in within Australia, could constitute the offence of bribing a foreign public official under the *Criminal Code Act 1995* (Cth) in relation to the performance of the Agreement. If Qatar Airways becomes aware of any actual or potential Corrupt Conduct or relevant practice, it must report the matter to the Charterer in writing within five (5) business days, investigate the matter at its own cost, and report on the progress and outcomes of the investigation.
- 20.3 Where Corrupt Conduct or the foreign bribery offence is found to have occurred in relation to this Agreement, Qatar Airways must use reasonable efforts to recover any funds lost as a result of the conduct or practice, refer the matter to the appropriate governmental authorities, and reimburse to Charterer any funds misappropriated through the conduct or practice that are recovered by Qatar Airways.
- 20.4 Qatar Airways must comply with any reasonable request, policy or direction issued by the Charterer, and cooperate with the Charterer, at its own cost, in relation to any action taken by the Charterer required or authorised by the *National Anti-Corruption Commission Act 2022* (Cth).
- 20.5 Qatar Airways must ensure that any subcontract entered into for the purpose of this Agreement contains a substantially equivalent clause granting the rights specified in this clause.
- 20.6 This clause is an essential term of the Agreement and survives the termination or expiry of the Agreement.
- 21. FRAUD**
- 21.1 For the purposes of this clause, '**Fraud**' means, in delivering the goods and/or services under the Agreement, dishonestly obtaining a benefit, or causing a loss, by deception or other means, and includes suspected, alleged or attempted fraud.
- 21.2 Qatar Airways must take all reasonable steps to prevent and detect Fraud in relation to the performance of this Contract.
- 21.3 Subject to clause 21.4, if Qatar Airways becomes aware of any Fraud, it must report the matter to the Charterer in writing within five (5) Business Days.
- 21.4 If Qatar Airways is under a legal obligation not to report a Fraud to the Charterer, but local police or other law enforcement agencies provide an exception to permit reporting, Qatar Airways must report a Fraud to the Charterer within five (5) Business Days of the exception being granted.
- 21.5 Qatar Airways must investigate all Fraud at Qatar Airways' expense and in accordance with any reasonable directions or standards required by the Charterer. After the investigation is finished, Qatar Airways must promptly report full details of any Fraud to:
- (a) the Charterer (unless Qatar Airways is under a legal obligation not to report a Fraud to the Charterer); and
- (b) the local police and any other appropriate law enforcement agency in the country where the incident occurred, unless the Charterer agrees otherwise in writing.
- 21.6 If the investigation finds Fraud by Qatar Airways or its officers, employees or agents, or Qatar Airways has failed to take reasonable steps to prevent Fraud by a subcontractor, Qatar Airways must, if directed by the Charterer, promptly reimburse or compensate the Charterer in full.
- 21.7 This clause is an essential term of the Agreement and survives the termination or expiry of the Agreement.



TAX INVOICE

Customer Name: THE COMMONWEALTH OF AUSTRALIAAS **Location :** Doha
 REPRESENTED BY THE DEPARTMENT OF **Doc. No :** s 47G(1)(a)
 FOREIGN AFFAIRSAND TRADE **Doc Date :** 06-OCT-24
Customer Number: s 22(1)(a)(ii) **Curr :** USD
Address : RG Case Building **Due Date :** 06-OCT-24

John McEwen Crescent Barton
City : BARTON
Country : Australia

Customer TRN :

Item	Description	Amount	VAT (%)	VAT	Total
1	CHARTER FLIGHT OPERATION ON 06-OCT-24(LCA-DOH-SYD)				s 47G(1)(a), s 47G(1)(b)
Total:					
Amount in Words :		Invoice Summary			
s 47G(1)(a), s 47G(1)(b)		Taxable Value		s 47G(1)(a), s 47G(1)(b)	
Terms & Conditions		Total VAT			
1. Cheques should be payable to "Qatar Airways" and crossed "A/C PAYEE only". 2. Only the company's official receipts will be recognized as evidence of payment. 3. For any queries, please contact s 47G(1)(a)					
This is system generated document approved by s 47F(1) Finance Manager - Doha Sales and does not require signature.		Invoice Amount			

Payment Terms:

Payment should be made Immediate from receipt of this invoice.

Beneficiary : Qatar Airways QE
Address : Qatar Airways Tower
 Airport Road, PO BOX 22550
 Doha - State of Qatar
Bank Name : s 47G(1)(a)
Bank Address :
Account Number :
IBAN Number :
Swift Code :



Qatar Airways Tower, P.O. Box 22550, Doha, Qatar
 هاتف: ٤٤٤٩٦٠٠٠ (+٩٧٤) فاكس: ٤٤٦٢١٥٣٣ (+٩٧٤) ٢٢٥٥٠ الدوحة - قطر
 Qatar Airways (Q.C.S.C) الخطوط الجوية القطرية (ش.ق.م.م.)
 qatarairways.com

TRN:



TAX INVOICE

Customer Name: THE COMMONWEALTH OF AUSTRALIAAS **Location :** Doha
 REPRESENTED BY THE DEPARTMENT OF **Doc. No :** s 47G(1)(a)
 FOREIGN AFFAIRSAND TRADE **Doc Date :** 06-OCT-24
Customer Number: s 22(1)(a)(ii) **Curr :** USD
Address : RG Case Building **Due Date :** 06-OCT-24

City : John McEwen Crescent Barton
Country : BARTON
 Australia

Customer TRN :

Item	Description	Amount	VAT (%)	VAT	Total
1	CHARTER FLIGHT OPERATION ON 08-OCT-24(LCA-DOH-SYD)	s 47G(1)(a), s 47G(1)(b)			
Total:					
Amount in Words :		Invoice Summary			
s 47G(1)(a), s 47G(1)(b)		s 47G(1)(a), s 47G(1)(b)			
Terms & Conditions	1. Cheques should be payable to "Qatar Airways" and crossed "A/C PAYEE only". 2. Only the company's official receipts will be recognized as evidence of payment. 3. For any queries, please contact s 47G(1)(a)	Taxable Value			
		Total VAT			
This is system generated document approved by s 47F(1) Finance Manager - Doha Sales and does not require signature.		Invoice Amount			

Payment Terms:

Payment should be made Immediate from receipt of this invoice.

Beneficiary : Qatar Airways QE
Address : Qatar Airways Tower
 Airport Road, PO BOX 22550
 Doha - State of Qatar
Bank Name : s 47G(1)(a)
Bank Address :
Account Number :
IBAN Number :
Swift Code :



Qatar Airways Tower, P.O. Box 22550, Doha, Qatar
 هاتف: ٤٤٤٩٦٠٠٠ (+٩٧٤) فاكس: ٤٤٦٢١٥٣٣ (+٩٧٤) ٤٤٦٢١٥٣٣
 Qatar Airways (Q.C.S.C) الخطوط الجوية القطرية (ش.ق.م.م.)
 qatarairways.com

TRN: