

# HeliGroup Operations Limited

## Charter & Pleasure flights Terms and Conditions

### 1. INTRODUCTION

1.1 In these conditions the following words and phrases shall have the meaning or meanings attributed thereto:

**“Agreement”** means collectively these terms and conditions and the Confirmation Form.

**“Aircraft”** means the aircraft in relation to which the Goods and/or Services are to be provided or performed in accordance with this Agreement;

**“Confirmation Form”** means the online form to which these terms and conditions are linked.

**“HeliGroup/We/Us”** means Heligroup Operations Limited, company registration number 08340781, or any other company subsidiary thereto or associated therewith or working on behalf of Heligroup Operations Limited;

**“Programme”** means the services and facilities that are to be made available by Us to You and as set out in the Confirmation Form;

**“Services”** means the provision of the Aircraft with crew for the completion of the Programme;

**“You/Your”** means any person as set out in the Confirmation Form.

1.2 The terms upon which HeliGroup is providing the Services are contained in this Agreement to the exclusion of all other terms, conditions, warranties and representations.

1.3 Heligroup Operations Limited is part of a group which holds a UK Air Operators Certificate (AOC No: GB2128).

### 2. OBLIGATIONS

2.1 We shall provide the Aircraft manned, maintained and equipped for the performance of the Programme but shall provide no other services, either in flight or on the ground, unless specifically agreed in writing ahead of the commencement of the Service.

2.2 The commander of the Aircraft shall have absolute discretion;

2.2.1 to refuse to carry any passengers, baggage or cargo;

2.2.2 to decide what load shall be carried and its distribution;

2.2.3 to decide whether, when and how a flight may safely and legally be undertaken and where and when the Aircraft should be landed;

2.2.4 generally as to all matters relating to the operation of the Aircraft.

2.3 You shall comply with all directions and instructions of HeliGroup and the commander of the Aircraft in relation to the Services.

2.4 Unless We are prevented from doing so by a Force Majeure Event (as defined below), We will provide Services which:

2.4.1 conform in all material respects with their description;

- 2.4.2 are carried out with reasonable care and skill;
  - 2.4.3 are fit for any purpose we say the Services are fit for, or for any purpose for which you use the Services and about which you have informed us, or we could reasonably expect you to use the Services;
  - 2.4.4 comply with all applicable statutory and regulatory requirements for supplying the Services in the United Kingdom.
- 2.5 Tours and pleasure/charter flight timings are in all cases approximate and include start-up and shutdown which can last between 3-5 minutes, or loading times if conducting rotors-running passenger change-overs. Flight time thus begins when You are seated in Your seat and ends when the rotors have come to a rest or when all passengers, including You, have been disembarked by the ground crew if the rotors are still in motion.
- 2.6 Proximity to landmarks described in promotional literature can vary for operational reasons and due to airspace and weather restrictions. Whilst We endeavour to fly the routes described in promotional literature as closely as possible, We reserve the right to amend matters due to operational reasons on the day and We will not be held liable if amendments have to be made.
- 2.7 Any person under the age of 16 must be accompanied by an adult at all times, including on board the helicopter.

### 3. PRICE AND PAYMENT

- 3.1 The price of the Services will be as set out in the Confirmation Form. You shall pay this amount to Us in advance of the commencement of the Programme.
- 3.2 Time for payment is of the essence.
- 3.3 If You do not make any payment due to Us by the due date for payment, We may charge interest to You on the overdue amount at a rate of 4% above the base lending rate of Barclays Bank PLC from time to time. This interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. Where charged by Us, You must pay Us the interest together with the overdue amount.
- 3.4 Without limiting any other remedies or rights that We may have, if You do not pay Us on time, We may cancel or suspend Our performance of the Services or any other outstanding orders until You have paid the outstanding amounts.

### 4. NON-PERFORMANCE, DELAY, VARIATIONS AND DIVERSIONS

- 4.1 We shall use reasonable endeavours to perform and complete the Programme but may depart from it if it is reasonably necessary or advisable in its opinion in the interest of safety or legality. We shall use reasonable endeavours to perform the Programme in accordance with any times indicated but such times are not guaranteed and We shall have no liability for reasonable delay.
- 4.2 We will not be liable or responsible for any failure to perform, or delay in performance of, any of our obligations under this Agreement that is caused by events outside our reasonable control (Force Majeure Event). A Force Majeure Event includes any act, event, non-occurrence, omission or accident beyond Our reasonable control and includes, in particular (without limitation), pilot illness, or pilot unfit or unsafe to provide the Programme or Services; aircraft inoperable or unsafe due to technical reason; adverse weather conditions, in particular where it is considered in the sole discretion of HeliGroup unsafe and/or below HeliGroup prescribed weather minima to provide the Programme or Services; strikes, lock-outs or other industrial action; civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war; fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster; the acts or omissions of third parties, labour difficulties, weather conditions, technical breakdown of, or an accident to the Aircraft or any part of it, natural disaster or the act of any authority.
- 4.3 Our obligations under this Agreement are suspended for the period that the Force Majeure Event continues, and We will extend the time to perform these obligations for the duration of that period. We will take reasonable steps to bring the Force Majeure Event to a close or to find a solution by which our obligations under this Agreement can be performed despite the Force Majeure Event.

## 5. TERMINATION

- 5.1 If You terminate this Agreement or do not show for the Programme You shall be liable to pay a cancellation charge as follows, Where cancellation notice is given:
- 5.1.1 more than 21 days before Programme, 10% of the total price
  - 5.1.2 more than 14 and up to 21 days before Programme, 15% of the total price
  - 5.1.3 more than 7 days and up to 14 days before Programme, 25% of the total price
  - 5.1.4 more than 1 day and up to 7 days before Programme, 50% of the total price; or
  - 5.1.5 24 hours or less, and including no show, 100% of the total price.
- 5.2 In the event that We should cancel the Programme due to unsuitable weather conditions, You will receive 100% refund, as long as no costs have been incurred. Where We have incurred costs, a pro rata refund will be made to You.

## 6. INSURANCE AND LIABILITY

- 6.1 HeliGroup holds insurance cover to the level as dictated by the Civil Aviation Authority.
- 6.2 Neither of us shall be responsible for losses that result from our failure to comply with this Agreement including, but not limited to, losses that fall into the following categories:
- 6.2.1 loss of income or revenue;
  - 6.2.2 loss of business;
  - 6.2.4 loss of anticipated savings; or
  - 6.2.5 loss of data; or,
  - 6.2.5 any indirect, consequential, special or exemplary damages arising out of, or as a consequence of, the Programme..

However, this clause shall not prevent claims for foreseeable loss of, or damage to, Your physical property.

- 6.3 You understand and acknowledge the risks associated with helicopter flights, accept those risks voluntarily, and in consideration of your acceptance on any flight by HeliGroup, assume all risks for bodily injury, waive all claims for injury and property damage and release and hold harmless HeliGroup, their officials, employees, and agents with respect to any injury or loss or otherwise howsoever caused to the fullest extent permitted by law.
- 6.4 This clause does not include or limit in any way our liability for:
- 6.4.1 death or personal injury caused by Our negligence; or
  - 6.4.2 Our fraud or fraudulent misrepresentation; or
  - 6.4.3 any breach of the obligations implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
  - 6.4.4 losses for which it is prohibited by section 7 of the Consumer Protection Act 1987 to limit liability; or
  - 6.4.5 any other matter for which it would be illegal or unlawful for Us to exclude or attempt to exclude Our liability.

## 7. DATA PROTECTION

7.1 We will use the personal information You provide to Us to provide the Services, or to inform you about similar services which We provide, unless You tell Us that You do not want to receive this information.

7.2 We may disclose details provided to Us about You to appropriate law enforcement bodies in accordance with relevant legislation. The details provided may be used for authentication purposes and for the prevention and detection of crime. By signing this form, You understand that Your disclosure information is only to be used for the specific purposes mentioned and for which Your full consent has been provided. You confirm that the information You have provided is complete and true and understand that knowingly to make a false statement is a criminal offence and will be pursued accordingly. You consent to Us providing Your personal data to appropriate law enforcement bodies to perform specific checks for the purposes of the prevention and detection of crime or the apprehension and prosecution of the offenders.

## 8. VARIATION

8.1 No variation of this Agreement or these Clauses shall be valid unless it is in writing and signed by or on behalf of each of the parties.

## 9. WAIVER

9.1 A waiver of any right under this Agreement is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under this Agreement or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.

9.2 Unless specifically provided otherwise, rights arising under this Agreement are cumulative and do not exclude rights provided by law.

## 10. SEVERANCE

10.1 If any provision of this Agreement (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Agreement, and the validity and enforceability of the other provisions of this Agreement shall not be affected.

10.2 If a provision of this Agreement (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

## 11. ENTIRE AGREEMENT

11.1 This Agreement constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

11.2 Each party acknowledges that, in entering into this Agreement, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made negligently or innocently) (other than for breach of contract).

11.3 Any typographical, clerical or other error in any sales literature, marketing materials, quotation, price list or other Document issued by Us or contained on any part of Our website shall be subject to correction without any liability on the part of Us. For the avoidance of doubt, Our brochure and other sales literature or marketing materials either appearing on Our website or in printed form are not incorporated into and do not form part of this Agreement.

11.4 Nothing in this Clause shall limit or exclude any liability for fraud.

## 12. ASSIGNMENT

- 12.1 You may not, without the prior written consent of Us (such consent not to be unreasonably withheld), assign, in whole or in part, its rights under this Agreement.
- 12.2 We are entitled to assign the whole or part of Our rights under this Agreement to another member of the Group.
- 12.3 Each party that has rights under this Agreement is acting on its own behalf and not for the benefit of another person.

## 13. NO PARTNERSHIP OR AGENCY

- 13.1 Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

## 14. RIGHTS OF THIRD PARTIES

- 14.1 A person who is not a party to this Agreement shall not have any rights under or in connection with it.

## 15. NOTICES

- 15.1 Any notice or other communication required to be given under this Agreement shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other party and for the attention of the person specified in the Confirmation Form, or as otherwise specified by the relevant party by notice in writing to the other party.
- 15.2 Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address and for the contact referred to in the Order Form or, if sent by pre-paid first-class post or recorded delivery, at 9:00am on the second Business Day after posting, or if delivered by commercial courier, on the date that the courier's delivery receipt is signed.
- 15.3 This Clause 15 shall not apply to the service of any proceedings or other documents in any legal action.
- 15.4 For the avoidance of doubt, any notice or other communication required to be given under or in connection with this Agreement shall be validly served if sent by e mail and will be deemed to be received at the time of sending.

## 16. LIMITATION PERIOD, GOVERNING LAW AND JURISDICTION

- 16.1 Notwithstanding any other provision of this Agreement, no proceedings shall be commenced against Us under this Agreement more than three (3) months after the event giving rise to the proceedings has occurred (save in the event of fraud or deliberate concealment by Us).
- 16.2 This Agreement, and any dispute or claim arising out of or in connection with it or its subject matter, shall be governed by, and construed in accordance with, the law of England and Wales.
- 16.3 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, this Agreement or its subject matter.