

## Terms & Conditions:

1. All flights and carriage shall be governed by the conditions stated herein. Should any separate agreement be entered into the flight or carriage shall be governed by such agreement read together with the conditions as stated herein. Should there be any inconsistency the conditions as set out therein shall apply.
2. Carriage and property will be subject to the rules relating to liability established by the Warsaw Convention of 1929 unless the carriage is not international carriage as defined in the said convention in which event the conditions as set out herein will apply.
3. The carrier reserves the right to refuse any luggage which it finds offensive, dangerous or in its opinion not suitable for carriage. All luggage will be carried by owners risk, without special declaration to its property.
4. The carrier will not be held responsible for any damages for the luggage or other property in whatsoever manner or any consequential damages as a result of any delays. The carrier will hold the owner and the owners agent responsible for any damages caused by the luggage to its property.
5. In all cases which the carriage is only accepted at the passenger's risk and upon the specific condition that the Carrier/s, their servants and agents shall be under not liability for any damage of any kind whether caused or occasioned during carriage by air or in connection with auxiliary services incidental to the carriage by air of whether or not caused or occasioned by the act, omission, neglect or omission or default of the Carrier/s, in the event of the Conditions and Regulations stated or referred to above or any part thereof relating to the exclusion or limitation or liability of the Carrier/s being contrary to the law or territory in the Court of which an action is brought, the liability of the Carrier/s shall be excluded or limited as the law permits, and the Carrier/s shall be entitled to the benefit of every exclusion or limitation of liability permitted by such law.
6. Any action against the Carrier/s shall be brought only in the court or the State or territory in which the principle place business of the Carrier/s is situated and in all instances the law of South Africa shall apply.
7. The passenger acknowledges and agrees by the acceptance of his/her ticket that he/she will conform to the customs, immigration and health regulations of the territories to be visited or traversed, and that in the event of the passenger being restrained for any reason whatsoever by the authorities in any county, he/she shall have no claim for further carriage or rebate on an carrier/s.
8. All flights are weather dependant and any booking is subject to confirmation of availability of aircraft and ground facility. The passenger will not have any claim in respect of any, direct, indirect or consequential damages that the passenger may suffer as a result of the late arrival, departure or cancellation of any flight. If any flight is cancelled by the carrier, the passenger will receive a credit or a full refund. Any flight that is cancelled by the carrier.
9. If only partial capacity on any flight was booked by passenger, carrier will be entitled at its sole discretion to depart 10 minutes after agreed departure time.
10. If full capacity of specific flight was booked by a client, the carrier will be entitled at its sole discretion to depart 20 minutes after agreed departure time.
11. In the event of a passenger missing a flight in term of clause 9 or 10, passenger will be liable for a cancellation charge of 50% of the ticket value.
12. In the event of a shuttle or transfer flight being cancelled with less than 24 hour notice, the carrier will supply alternative vehicle transport for the trip.
13. In the event of any passenger's body weight exceeding the booking limit and not being disclosed at the time of booking, the carrier reserves the right to cancel the booking, alternatively charge the passenger a surcharge for the flight.
14. The carrier reserves the right to charge a surcharge or refuse a booking in the event of the passenger's luggage weight exceeding available capacity for any specific flight.
15. Flights to and from helistops during daylight and VFR conditions only.