

NAC Helicopters Terms and Conditions

Please take special notice of these terms and conditions. These terms and conditions may limit your rights and they also set out the cancellation fees which may be applied.

BOOKINGS

- 1.1. All quotations issued are subject to aircraft availability at the time that we receive written confirmation of the acceptance of the quotation from the client.
- 1.2. The amount quoted to the client excludes the client's lunch costs and landing fees (if applicable).
- 1.3. The client's booking is only secured once we have received the client's written acceptance of the quotation and payment of 100% of the quoted amount, as a deposit.
- 1.4. Clients must arrive at least 30 (thirty) minutes before the departure time of the confirmed flight.
- 1.5. If we cancel the flight for any reason, unrelated to the conduct of the client, we will refund the 100% deposit received, to the client.
- 1.6. Cancellation Fees
 - 1.6.1. The client may cancel his/her flight, before departure, subject to the following cancellation fees:
 - 1.6.1.1. 24 hours before departure time – 100% of the deposit paid;
 - 1.6.1.2. 48 hours before departure time – 50% of the deposit paid; and
 - 1.6.1.3. 72 hours before departure time – 20% of the deposit paid.

FLIGHT INFORMATION

- 2.1. Civil Aviation Legislation requires that all passengers complete a boarding pass, issued by us, before departure.
- 2.2. All flight times quoted are approximate and may vary due to certain variables, including but not limited to, weather conditions or aircraft capabilities.
- 2.3. If a flight is cancelled because of weather conditions, technical or operational reasons we will refund any money paid by the client for the specific booking.
- 2.4. If a passenger asks us to return to the base before the expected time, the client will not receive any refund.
- 2.5. If the aircraft is diverted during a flight because of bad weather conditions, the client will be liable for all additional costs because of the diversion and agrees to pay those costs.

PASSENGER WEIGHT

- 3.1. When booking any charter, the client must supply the reservation staff with each individual passenger's accurate weight, it is used to determine the weight and balance which is required when selecting the appropriate helicopter. Supplying us with the weights beforehand will enable us to advise you if there is a problem with the weight of the aircraft booked.
- 3.2. Passengers will also be weighed before they board the helicopter, this information will be kept private but is necessary to complete an accurate weight and balance document.
- 3.3. Please be advised that each helicopter has a per-seat limitation and a collective weight limitation.
- 3.4. If the helicopter is overweight after completion of the weight and balance, then the client may at their own expense choose to upgrade to a bigger helicopter, if one is available in that time slot, or one person may choose not to fly. Alternatively, if neither of those are options, for any reason then the flight will be cancelled, and we may issue a full refund.

BAGGAGE

- 4.1. The client acknowledges and agrees that no dangerous goods, as defined by Legislation, may be carried in any baggage or on any person during any flight. If a passenger is unsure what is considered dangerous goods, please ask us before departure.
- 4.2. The carriage of any firearm/s is expressly prohibited.
- 4.3. No single item of baggage may weigh more than 3kg's. The client may make a prior arrangement for permission, with one of our authorised representatives, before the departure of the flight, to carry on an item of baggage that weighs more than 3kg's. We have full discretion to deny

- permission. If on arrival for the flight, we determine that the total weight will not permit an item of greater weight, permission may be withdrawn without liability to us.
- 4.4. If no prior permission is obtained and an item of baggage is more than 3kg's, we may refuse carriage of the item on the flight.
 - 4.5. The size of baggage permitted on a flight varies and depends on which helicopter is used and the number of passengers onboard. As a general rule, carry-on baggage should be small in size.
 - 4.6. It is the responsibility of each passenger to ask us for further information about weight and size of baggage once a flight is booked. Under no circumstances will we be responsible for refusing to allow prohibited items onto a helicopter. We also reserve the right to prohibit any items onto a helicopter with or without cause.

INFANTS, CHILDREN, PASSENGERS WITH DISABILITIES AND PREGNANT PASSENGERS

- 5.1. Passengers with Disabilities
 - 5.1.1. Clients must notify us before the flight if a passenger has a disability.
 - 5.1.2. If a disabled person is not able to assist himself/herself in the case of an emergency then that person will require an able-bodied assistant to accompany him/her on the flight.
 - 5.1.3. A mentally disturbed person may not be carried in the helicopter unless:
 - 5.1.3.1. accompanied by an able-bodied assistant; and
 - 5.1.3.2. a medical certificate has been issued by a medical practitioner certifying such mentally disturbed person's suitability for carriage by air and confirming that there is no risk of violence from such person.
 - 5.1.4. We will undertake the carriage of a mentally disturbed person who, according to his/her medical history, may become violent, only after special permission has been obtained from one of our authorised directors.
 - 5.1.5. A passenger with a splinted or artificial limb may travel unaccompanied provided he/she is able to assist himself or herself. A splinted or artificial limb may not obstruct an aisle or any emergency exit or equipment.
 - 5.1.6. If a passenger with a splinted or artificial limb cannot assist himself or herself, the passenger must be accompanied by an able-bodied assistant.
- 5.2. Infants and Children
 - 5.2.1. According to SACAA regulations, children over the age 2 must occupy their own seat in any aircraft type.
 - 5.2.2. Children under the age of 2 (Infants) must fly on an adult's (18 years or older) lap, with the seatbelt around the adult only and request the charter of the 6 – seater helicopter only. No passenger may be responsible for the safety of more than one infant on board a helicopter. The passenger who takes responsibility for an Infant, must keep the Infant on his/her lap during the flight.
 - 5.2.3. Clients are advised to submit a child/Infant passenger's identification document once the booking is made so that we can confirm his/her age. Identification may also be requested at arrival but before the flight. If the client does not supply the identification and we cannot determine with certainty, the child/Infant's age, we may refuse to allow such child/Infant and his/her guardian to board the helicopter. In this event the client will not be refunded in way.
 - 5.2.4. Children under the age of 18 must be accompanied by an adult who has the legal authority to sign on behalf of the child passenger.
- 5.3. Pregnant Passengers
 - 5.3.1. A pregnant passenger is permitted to fly up to 36 weeks for a routine pregnancy.
 - 5.3.2. If the pregnant passenger has experienced complications with the pregnancy, a medical certificate from a medical practitioner, stating that the pregnant passenger is fit to fly, must be supplied before the flight departs.
 - 5.3.3. All pregnant women beyond 28 weeks' gestation must provide a letter from their obstetrician, general practitioner or midwife stating the following:
 - 5.3.3.1. Term of pregnancy;
 - 5.3.3.2. Fitness to travel;
 - 5.3.3.3. Whether it is a single, multiple or high-risk pregnancy; and
 - 5.3.3.4. Any possible complications, including hypertension, history of premature labour, etc.

5.3.4. Infants are allowed to travel from 7 days of age.

5.4. General

5.4.1. Passengers who have been operated on or admitted to hospital within the previous two weeks: Your doctor must state whether you have recovered completely, and if your condition has stabilized sufficiently enough to fly.

5.4.2. The carriage of infants, children, disabled persons and mentally disturbed persons is regulated by the Civil Aviation Regulations. Please ask if you need more information on any of these topics.

PASSENGER CONDUCT

- 6.1. The law requires passengers to obey all lawful commands given by the pilot or designated ground crew.
- 6.2. Any passenger who misbehaves, is disruptive or threatens the safety of the helicopter or person therein; or cause or permit the helicopter to endanger the safety of any person or property, will be removed from the flight.
- 6.3. No person may board an aircraft while under the influence of alcohol or any psychoactive substanceⁱ which may affect the safety of the aircraft or its occupants.
- 6.4. No passenger may consume alcohol or any psychoactive substance while on board an aircraft if, as a result of such consumption, the effects are, or are likely to, endanger the safety of the aircraft or its occupants.
- 6.5. No passenger may act inappropriately towards the crew, including unwelcome physical, verbal or non-verbal conduct. If a passenger behaves inappropriately, the helicopter will immediately be returned to base.
- 6.6. No person may act in any manner that will, or is likely to, endanger the aircraft or its occupants.
- 6.7. A passenger who has been prescribed medication that may adversely affect performance through the use of medication or combinations of medication must inform us.
- 6.8. No smoking is permitted during any flight.
- 6.9. All passengers will be held liable for any misconduct before, on or after any flight and may be prosecuted.
- 6.10. If a passenger delays the departure of the helicopter at any time, we will be entitled to continue with the flight, without such passenger, with no refund being payable to the passenger. Alternatively, if we elect, in our sole discretion, to accept the delay, the passenger will be liable for all such costs.
- 6.11. The passenger takes note of and accepts that if a diversion is necessary because of the passenger's misconduct, that passenger will be held liable for all costs incurred by us because of the diversion.
- 6.12. If any flight is cancelled, diverted, shortened or otherwise altered under this clause 6, the client will not be entitled to a refund.

LANDINGS AWAY FROM V&A WATERFRONT

- 7.1. As soon as the booking is confirmed, we will obtain the necessary landing permissions for the required destination. If such landing permission is not granted, we reserve the right to cancel the flight. In this instance, the deposit paid will be refunded.
- 7.2. The client is responsible for all landing fees charged and these are non-refundable, even if we cancel the flight.

i "psychoactive substances" means any substance with psychotropic effects, excluding caffeine and tobacco, but which includes the following: narcotic analgesics such as opiates; illicit substances such as cannabis and cocaine; sedative hypnotics; hallucinogens; central nervous system depressants; and central nervous system stimulants, including volatile solvents and alcohol.