

TERMS AND CONDITIONS OF CARRIAGE

- **Definitions**

- **Aircraft** means all and any Aircraft operated by the Carrier;
- **Carriage** means the carrying or transportation of Passengers and/or their baggage by the Carrier pursuant to this Passenger Ticket, the embarking and disembarking of a Passenger from an Aircraft, and all auxiliary services incidental thereto;
- **Carrier** means RotorEquip Ltd;
- **Carrier Extended** means the Carrier and its directors, employees, partners, servants and successors in title, and any entity whose Aircraft is used by the Carrier and its directors, employees, partners, servants and successors in title.
- **Claim** means all and any claims and causes of action for damages (including indirect, future and unascertained damages), losses (including partial and consequential losses), interest and costs;
- **Convention** means whichever of the following international instruments are applicable:
 - The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (Warsaw Convention);
 - The Warsaw Convention as amended at The Hague on 28 September 1955 and by Additional Protocol Numbers 1, 2, 3 and 4 of Montreal (1975);
 - The Unification of Certain Rules Relating to International Carriage by Air Performed by a Person other than the Contracting Carrier signed in Guadalajara on 18th September 1961 (Guadalajara Convention); and/or
 - The Convention for the Unification of Certain Rules for International Carriage by Air signed at Montreal on 28th May 1999 (Montreal Convention);

Collectively hereinafter referred to as Conventions;

- **International Carriage** means any Carriage in which the place of departure and place of destination are situated either within the territories of two States' parties (as contemplated in the Conventions referred to in clause 1.6 above) or within the territory of a single State party if there is an agreed stopping place within the territory of another State, even if that State is not a State party. Carriage between two points within the territory of a single State party without an agreed stopping place within the territory of another State, will not be deemed to be International Carriage;
 - **Non-international Carriage** means an air service excluding an international air service as defined in clause 1.7 above;
 - **Passenger** means any person carried or to be carried in an Aircraft by the Carrier pursuant to a Passenger Ticket. The Passenger may also be referred to as You, Your and Yourself;
 - **Passenger Ticket** means the document entitled Passenger Ticket including the reverse side thereof, the baggage check and any additional notices issued by the Carrier or on the Carrier's behalf, relating to the Carriage; and
 - **Third-Party Claim** means any Claim, demand, action or joinder by any other person other than the Passenger.
- **International Carriage**
 - International Carriage will be subject to the rules relating to liability established by the applicable Conventions.
 - **Non-international Carriage**
 - You agree that all and any Claims You may have against the Carrier Extended arising from, following or in any way connected to the Carriage, is subject to legal liability and is limited to a total maximum amount of US\$200 000 (United States Dollars) unless arising directly from the gross negligence of the Carrier. The effect of this clause is that all and any Claims that You may have against the Carrier Extended is limited to a total maximum amount of US\$200 000 (United States Dollars). You abandon all and any Claims You may have against the Carrier Extended in excess of US\$200 000 (United States Dollars), unless such Claims arise directly from the gross negligence of the Carrier.
 - Any right to bring or make a Claim against the Carrier Extended will be extinguished and cease to exist if the Claim is not made or brought within two (2) years of the date of arrival at destination, or the date on which the Aircraft was scheduled to arrive, or the date on which the Carriage stopped.
 - The law of the Republic of Mauritius shall apply to and govern any and all disputes arising from any and all Carriage provided by the Carrier.
 - The Mauritian courts shall have exclusive jurisdiction in any and all disputes arising from any and all Carriage provided by the Carrier.
 - **All Carriage**
 - You agree to irrevocably and forever release and discharge the Carrier Extended from all liability in respect of all and any Claims arising from, following or in any way connected to the Carrier's compliance with any laws or governmental regulations, or arising from Your failure to comply with the same. The effect of this clause is that You abandon any Claims that You may have against the Carrier Extended arising from, following or in any way connected to the Carrier's compliance with law or regulations, or arising from Your failure to comply with such laws or regulations.
 - You hereby indemnify the Carrier Extended from, for and against any Third-Party Claim arising from or following or in any way connected to the Carrier's compliance with any laws or governmental regulations, or arising from Your failure to comply with the same. The effect of this clause is that if any Third-Party makes or brings a Third-Party Claim connected to the Carrier's compliance with any laws or governmental regulations, or arising from Your failure to comply with the same, You will be responsible for paying to the Carrier the value of the Third-Party Claim.
 - You hereby indemnify the Carrier Extended from, for and against any legal or other expenses which may be incurred as a result of and/or in consequence of any Third-Party Claim arising from or following or in any way connected to the Carrier's compliance with any laws or governmental regulations, or arising from Your failure to comply with the same. The effect of this clause is that if any Third-Party makes or brings a Third-Party Claim against the Carrier Extended arising from or following or in any way connected to the Carrier's compliance with any laws or governmental regulations, or arising from Your failure to comply with the same, in addition to being responsible to pay the value of the Third-Party Claim, you will be responsible for paying to the Carrier Extended the cost of any legal or other expenses that may be incurred as a result of the Third-Party Claim.
 - An amendment or variation to this Passenger Ticket is not effective unless it is in writing and signed by the parties.
 - You acknowledge the authority of the Carrier's pilot and/or his or her authorised deputy of the Aircraft and undertake to obey his lawful commands under all circumstances from the commencement, and for the duration, of the journey.
 - Passengers must comply with all customs, travel, health and immigration requirements, of the countries or territories to be visited.
 - **Special Categories of Passenger (SCPS)**
 - Persons requiring special conditions, assistance and/or devices when carried on a flight shall be considered SCPS and include persons with reduced mobility (PRM), including infants and small children, inadmissible passengers, deportees and persons in custody.
 - Passengers with reduced mobility (PRM) are people whose mobility is reduced due to physical incapacity, intellectual deficiency, illness or any other cause of disability to the extent that they need special attention and could not be relied on to open an emergency exit.
 - People with limited mobility or physical handicaps can only fly when accompanied by a paying adult that takes full responsibility for getting to and from the helicopter.
 - SCPS shall only be carried when specifically authorised as a Medical Transfer Flight or by the Director of Operations or his nominated deputy.
 - **Expectant Mothers**
 - If you are pregnant and plan to travel once you have entered your 29th week of pregnancy, a medical certificate or letter signed by an appropriately qualified doctor or midwife is required, stating:
 - the confirmation of a singleton or multiple pregnancies,
 - the pregnancy is progressing without complications,
 - the estimated date of delivery,

- that you are in good health,
- that there is no reason known to them that would prevent you from flying.
- Please note that if you choose not to carry a medical certificate, you may not be accepted for travel if there is any doubt about your ability to complete the journey safely.
- If yours is a multiple pregnancy, no air travel is permitted after the 32nd week of gestation. For single pregnancies, travel after the 36th week of gestation will be permitted only after prior clearance is granted by medical doctor
- **Infant (Under 2 Years Old)**
 - Air travel within the first seven days of birth is not permitted except when travelling for emergency medical treatment.
 - Infants are not required to have their own seat, however, inform RotorEquip that you will be travelling with an infant on your lap.
 - Any person 2 years or older must occupy a seat.
 - When booking online, a request for a bassinet can be made in the Passenger Details section.
 - Also, children between 6-36 months may travel on board in car seats as long as a separate seat is purchased for the child.
 - Only one lap child is allowed per adult. If one adult is travelling with more than one infant under 2 years of age, a seat will have to be purchased for each additional infant.
 - Tickets for infants travelling on the parent's lap are discounted from the full adult fare.
- **Reservation**
 - Reservations must be done either by phone call or email, 36 hours prior to flight. Information required:
 - Full names of each passenger plus sex (male, female or child if under 12 years of age)
 - **Payment:** to guarantee a reservation and the settlement takes place on the day of the flight before take-off the following information is required:
 - Credit card (card number, name on the card, expiry date and the last 3 numbers at the back of the card (CCV)).
 - 100% deposit check and a contact number.
 - **Website:** All reservations made via our website www.rotorequip.com require immediate online payment for the service reserved.
- **Schedules**
 - Take-offs and landings are scheduled every day from dawn to dusk depending on the flight chosen, the departure place and the season (inclusive of Weekend and public holidays) and regulatory restrictions.
- **Confirmation**
 - **Exclusive Reservations:**
 - Where the reservation is for an exclusive party the flight shall be confirmed.
 - **Non-Exclusive Reservations:**
 - Rates are calculated on the basis of full occupancy of the helicopters. In the case of insufficient number of passengers on a flight, the company reserves the right to cancel or regroup passengers on another flight. Clients will be offered the opportunity to reschedule the excursion for another day or time depending on availability or can refund without any special compensation.
 - Excursions are confirmed on the eve of the flight at 19h00. It is imperative that we are able to contact you (personal phone, hotel, mobile phone etc.)
- **Departures and Arrivals**
 - **Transfers**
 - Transfers to hotels are done from our base at the airport and must be confirmed 24 hours prior to the flight.
 - Return transfers can be done from hotels having a helipad. For hotels not having a helipad, a road transfer must be arranged to the nearest helipad. Please contact us if needed.
 - The same process is applicable for transfers concerning golf and other activities
 - **Tours**
 - Take-offs and landings take place daily from our base at Plaisance airport as per scheduled programs.
 - For excursions leaving from the helipads located around the island, please contact us.
 - Tour routes may vary due to air traffic control stipulations, or other operational or safety considerations.
 - **Check-in**
 - Check-in with an original passport or official photo ID.
 - We recommend check-in at least 45 minutes prior to departure.
 - **Late Arrival**
 - Regrettably, we bear no responsibility for customers who arrive late for a tour. In such cases, we reserve the right to release the flight at the scheduled time, unless the flight can be rescheduled without adversely affecting the timings of other scheduled tours.
 - **On Board**
 - Obey the flight crew, ground handling or RotorEquip personnel instructions. They are provided in the interests of safety.
 - Wear light, comfortable clothing (please note: hats and scarves are not permitted for safety reasons, closed shoes are recommended)
 - Only sunglasses and a smartphone or camera are permitted on board; complimentary lockers are available for other valuables.
 - Heavy passengers may not be permitted in the front row due to helicopter Centre of Gravity limitations.
- **Cancellation Policy**
 - **By passengers:**
 - Tours cancelled more than 48 hours prior to departure will receive a 100% refund.
 - Tours cancelled 24 to 48 hours prior to departure will receive a 50% refund.
 - Tours cancelled less than 24 hours prior to departure will not be refunded.
 - In case passengers are a "No-Show" on the day of the flight, 100% penalty fees will be applicable unless the reason is justified (medical certificate ...)
 - An alternative reservation can be made without any penalty.
 - **By RotorEquip:**

- **Weather:** As Mauritius has changing weather conditions over the island, the pilot checks and analyses an updated weather forecast 15 minutes prior to flight. All flights are subject to weather and visibility conditions. Cloud base below 600' and 1,500 m visibility, we are not permitted to fly.
- In the case of unfavourable weather conditions changes during a flight, a refund will be done calculated on the basis of the itinerary covered.
- If the weather conditions do not permit the flight, RotorEquip will either offer you a different tour with an itinerary covering part of the island (with an adapted rate); or the possibility to postpone your reservation for a later date or, cancel without charges. For this reason, we advise you to make a reservation early in your visit to Mauritius in order to accommodate an alternative tour if required.
- **Technical or Operational reasons** (or for any other reasons that may be considered being valid by the company): tickets cannot be exchanged or refunded, except at the company's discretion.