

Charter Terms & Conditions



DEFINITIONS

The Carrier » Phoenix Helicopter Academy Ltd N° 7223824

The Charterer » Any person, firm or body corporate chartering, or offering to charter - any aircraft or seat in the aircraft from the carrier.

The Aircraft » Any aircraft or seat in the aircraft which is the subject of the charter agreement between the carrier and the charterer.

The Flight Schedule » The place of departure, place of destination and any stopping points together with any indications of departure and arrival times between the carrier and the charterer.

The Agreement » Any arrangement between the carrier and the charterer, for the charter of Aircraft or seats in the Aircraft from the carrier.

MAIN TERMS

The Carrier shall provide for the Charterers use, the Aircraft, manned and equipped for the performance of the Flight Schedule.

Should the aircraft for any reason (whether before or after the commencement of the Flight Schedule) become incapable of undertaking, or continuing all or part of the Flight Schedule, the Carrier may at its discretion substitute therefore one or more Aircraft of the same or another type, and the provisions of the agreement shall apply to the substituted aircraft. If the Carrier does not substitute another Aircraft it shall not be under any liability to the Charterer and the Charterer shall remain liable to pay for the part of the Flight Schedule (if any) that has been performed at the time the Aircraft becomes so incapable.

The captain of the Aircraft shall have absolute discretion to:

Refuse any passenger(s), baggage or cargo or any part thereof,

Decide what load may be carried on the Aircraft and how it should be distributed,

Decide whether and when the Flight Schedule may be safely undertaken and where and when the Aircraft should be landed.

Due to the present security implications in aviation the commander has absolute right to search cargo, baggage or passengers without suspicion or cause.

Whilst every precaution is taken for the safety of the Charterer, the Carrier can not be held liable for the loss, damage or injury which does not result from the Carrier's negligence. Those wishing to take cameras and other photographic equipment on the flight do so entirely at their own risk.

RESTRICIONS

Maximum weight per seat is 19 Stone (120 kg) - please contact the Carrier if over 15 Stone (95 Kg). Minimum Age is 6 years (By law Children from 2 years old must have their own seat when flying in a helicopter). The Carrier makes every effort to help Disabled Charterers - please contact the Carrier for more information.

HEALTH

By booking a flight the customer or recipient confirms that he or she is medically and physically fit and able to participate in it. If a customer or recipient has any medical condition or disability or knows of any other factor which may adversely affect his or her participation, he or she must advise the company in writing at the time of booking, even if such details have been given in connection with previous flights.

The company may decline an individual booking if they consider that they cannot properly meet that individual customer's or recipient's needs and requirements, or if they otherwise consider in their absolute discretion that participation should be refused. No servant, agent or representative of the Carrier has authority to modify or waive any provision of this Contract.

In the event that the charterer becomes unfit to fly for reasons other than illness and the commander feels that for the safety of the flight he must refuse entry to the charterer. No refunds shall be granted to the charterer for any uncompleted sections of the flight.

SCHEDULING

As aviation requires good weather conditions, the Flight Schedule is subject to cancellation at short notice.

The Carrier shall not be liable for any expenses incurred from changes or cancellations to the Flight Schedule due to operational circumstances.

If for any reason the Aircraft is diverted from any airfield or destination shown in the Flight Schedule to another airfield or destination, the journey to the said airfield or destination shall be deemed to be complete when the Aircraft arrives at the other airfield.

It should be noted that any Charterer failing to take their confirmed flight renders the Agreement completed. In the event of the Flight Schedule being cancelled by us, then the Agreement remains and will be rebooked for a mutually convenient date.

In the case of major events where numerous helicopter activities take place the charterer shall give the carrier flexibility as often scheduling is beyond our control. In the event of a booking of a major event the times given will be an estimate based on the events schedule and may be subject to changes beyond the Carriers control.

The Carrier shall use all reasonable endeavours to complete the Flight Schedule but shall be entitled without liability to depart from the Flight Schedule if necessary in their opinion and any additional expenses (including fees such as landing, handling, navigation, ground support service, customs and airport surcharges) shall be borne by the Charterer.

PAYMENT TERMS for Charter

On confirmation of your booking a non-refundable booking fee of £ 75.00 is charged under all conditions and all circumstances including bad weather.

On confirmation of a booking a deposit of 20% of the total quote is required. The final payment is to be paid at the latest 2 weeks before the Flight Schedule is due to commence.

Non account holders are required to secure payment of cleared funds by bank transfer, cheques, PayPal or credit card prior to the flight taking place. In the event that a credit card or PayPal is used as security for payment a 3% (+VAT) surcharge will be added to the total costs to cover bank charges. Interest on any delayed payment will be charged at 8% interest on the amount overdue, per month or part of a month, compounded monthly.

CANCELATIONS, REFUNDS and WEATHER

The captain of the aircraft has overall and final decision as to the safe and legal conduct of the flight. Weather determination will be made on the day of the flight and will take into consideration both outbound and inbound legs of the flight.

Non Refundable item: Where non refundable items have been paid by the carrier such as landing fees at Special Events, these items shall be regarded as non refundable in the event that weather has prevented the Carrier from executing any leg of the flight.

In the event that any leg of the flight has not been completed due to weather and a refund is being offered for the flight elements of that flight, it may become economically unviable for the carrier to carry out the second (return leg) of the flight. Should the aircraft be re-positioned empty to complete the second leg it should be accepted that the first leg shall be non refundable. In any event the non refundable items shall still apply.

Once a confirmed booking has been made the following cancellation charges will apply.

CANCELLATION CHARGES

Less than 7 days notice: 20% of quote

Less than 48 hours notice: 30% of quote

On the day or 'No show' charter: 60% of quote, or costs incurred, whichever is greater

Major Events less than 7 days notice: 50%

Major Events on the day: 60%

PRICING

The price quoted is based on the information provided and should this information change the carrier reserves the right to amend the quote provided.

Quotations are valid for a period of six months after the quotation date or valid if a specific date for the charter is indicated on the quotation. In the event that the Charterer wishes to make changes to the flight that would increase the costs to the Carrier the Carrier reserves the right to modify the quote and inform the Charterer before the flight takes place. Should the Charterer make changes to the flight or schedule while the charter is in progress then the Carrier reserves the right to apply additional charges for these changes. This would include changes to the flight at the request of the Charterer and delays not caused by the Carrier resulting in additional costs.

Phoenix Helicopter Academy Ltd has a policy for full and fair quotations and once we quote no additional or hidden charges will be added to the quotation without the customer being informed. If the customer is not happy with these changes the customer has a right to a full refund regardless of the cancellation policy above.

NOTE: The aircraft Commander has final decision taking into consideration all conditions on the day. The company will under no circumstances influence this decision of the Commanders and their decision will be regarded by the company as final.



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