

## STANDARD TERMS AND CONDITIONS

1. All flights are undertaken within the full category of Public Transport as defined and overseen by the Civil Aviation Authority. The Air Operator's Certificate is held by Polo Aviation.
2. All prices are quoted exclusive of VAT.
3. Credit account customers must make full payment within 30 days of date of invoice. We reserve the right to charge interest on any amount remaining unpaid at 30 days after the date of invoice at 2% per month.
4. The hourly rate for hire of a helicopter excludes additional expenses, for example navigational charges, landing/handling fees and in-flight catering.
5. Crew overnight fees will be charged where incurred to cover accommodation and subsistence.
6. Exact timings cannot be guaranteed since they are subject to Air Traffic Control and weather conditions.
7. Flights can only be confirmed on receipt of cleared funds, unless credit facilities have been agreed prior to the flight.
8. The non-refundable element of the full charter cost for cancellation of any flight booking is calculated subject to the following terms of notice:
 

a)	More than 7 days:	5%
b)	Less than 7 days but more than 48 hours:	10%
c)	Less than 48 hours:	25%
d)	No show / No notice:	50% or the proportion of flying already undertaken (i.e. positioning) whichever is the greater.
9. No refund will be made to passengers who travel on a scheduled service, where tickets are sold individually, who fail to meet their allotted departure time, for whatever reason.
10. The company is a member of the British Helicopter Association and all flights are operated in accordance with the Pilot's Code of Conduct for minimising the environmental impact of the helicopter.
11. All flights are governed by Civil Aviation legislation and, in the interests of flight safety, the carriage of highly intoxicated passengers is not permitted. Polo Aviation reserves the right to refuse entry to the helicopter to anyone considered to be a threat to the safety of the flight.
12. Polo Aviation Ltd shall not be liable to the charterer, or to any passengers for whom the charterer may be an agent, for any consequential loss to the charterer, or any other person arising from it's failure to comply with it's obligations to complete the agreed flight/s.
13. Polo Aviation must issue written permission to the passengers should you wish to carry Sporting guns and or ammunition, and adhere to the conditions of carriage

## Conditions of Carriage

14. Polo Aviation Limited will not seek to limit or exclude liability to you or your family in the event you are injured or killed as a result of an accident on this flight/a flight by Polo Aviation Limited.
15. However, if you cause or contribute to your own injury or death by your own negligence, then Polo Aviation Limited may be exonerated from liability wholly or in part.
16. You will not be required to prove the negligence of Polo Aviation Limited for damages of less than SDR 100,000 or its sterling equivalent of about £85,000.
17. But if your damages exceed this sum, we will have the chance to prove our freedom from negligence before your claim for the excess over SDR 100,000 can be met, subject always to the overall obligation to prove the extent of your loss.
18. If you or your family suffer immediate economic needs as a result of an accident then an advance payment of damages will be made by Polo Aviation Limited. In the event of death, this advance payment will be of not less than SDR 15,000 or its sterling equivalent of about £13,000 and must be paid within 15 days of the establishment of the identity of the person entitled to it. Any sum paid in advance will have to be accounted for when any damages payable to you or your family are finally determined.
19. The potential liability of Polo Aviation Limited above is insured up to/beyond a reasonable overall limit recommended/prescribed by the CAA.
20. We may refuse to carry you or your baggage if we believe you/it may affect the safety of the aircraft (this includes verbal or physical abuse to Passengers and staff or agents of Polo Aviation)
21. There are prohibited items that are classed as dangerous that must not be carried in the helicopter, these items are listed on the "prohibited items card" available in the aircraft (or from the ground crew)
22. When we carry you and your baggage you must obey our regulations and instructions