



# Terms & Conditions

**HELISCOT HELICOPTERS SCOTLAND LTD – TRADING AS HELISCOT LTD**  
**TERMS AND CONDITIONS OF HELICOPTER CHARTER**

**1. DEFINITIONS**

HELISCOT LTD will hereafter be referred to as the "company".

**2. FLIGHT RULES**

Helicopter charter is subject to the rules and regulations imposed by UK Air Law and the Civil Aviation Authority. Specific regulations regarding landing area rules, aircraft loading, low flying and pilot duty hours apply to all flights undertaken. In the interests of flight safety, and on the behalf of the company, the pilot is the sole judge as to which rules and regulations are applicable.

**3. WEATHER**

- 3.1. Confirmation of flights when weather issues are apparent, will be made the day prior to the flight commencing. If the flight is cancelled prior to the flight and no alternative day can be arranged there will be a refund of the amount less £100.00 administration cost. Whilst the company will endeavour to advise of the likelihood of unsuitable weather, if however the customer makes the decision to carry out the flight after taking advice on the weather situation, the company accepts no responsibility whether consequential or otherwise for delays or cancellations. When a booking is agreed between the company and the customer, the company reserves the right to charge for (i) availability of the helicopter and (ii) costs already incurred on behalf of the customer. This right, unless other written agreement is reached at the time of booking, is regardless of whether weather conditions permit the proposed operation. The commander of the aircraft alone shall decide on the suitability of the weather for safe flight for any operation.
- 3.2. The company shall be entitled to charge the full fare in the event of a diversion to another airfield due to adverse weather or other operational reasons. The company shall endeavour to arrange for passengers to be conveyed to their destinations or returned to the point of departure (at the customer's option) as soon as reasonably possible.

**4. PASSENGER LIABILITY**

- 4.1. The basis for the rules described below is the Montreal Convention of 28 May 1999, which is implemented in the Community by Regulation (EC) No2027/97 (as amended by Regulation (EC) No889/2002) and national legislation of the Member States.
- 4.2. The company will not seek to limit or exclude its liability in the event a passenger dies or is injured as a result of an accident on any of its flights.
- 4.3. However, if it is proved that the passenger has caused or contributed to their injury or death by their own negligence the company may be exempt wholly or partly from its liability in accordance with the law.
- 4.4. For actual damages up to SDR 100,000 (Sterling equivalent approximately £82,000) the company will have a chance to prove their freedom from negligence before any claim for the excess over SDR 100,000 can be met subject, always to the overall obligation to prove the extent of loss.
- 4.5. If a passenger or their family suffers immediate economic needs as a result of an accident then the company will make an advance payment of damages. In the event of death, this advance payment will be of not less than SDR 16,000 (Sterling equivalent approximately £13,000). Any sum paid in advance shall not constitute admission of liability and may be offset when any damages payable to a passenger or their family is finally determined. An advance payment is not returnable except in cases under paragraph (ii) above, or the recipient was not that person entitled to compensation.
- 4.6. In case of baggage delay, the air carrier is liable for damage unless it took all reasonable measures to avoid the damage or it was impossible to take such measures. The liability for baggage delay is limited to 1,000 SDRs (approximately £820).
- 4.7. The air carrier is liable for destruction, loss or damage to baggage up to 1,000 SDRs (approximately £820). In the case of checked baggage, it is liable even if not at fault, unless the baggage was defective. In the case of unchecked baggage, the carrier is liable only if at fault.
- 4.8. A passenger can benefit from a higher baggage liability limit by making a special declaration at the latest at check-in and by paying a supplementary fee.
- 4.9. If baggage is damaged, delayed, lost or destroyed, the passenger must write and complain to the air carrier as soon as possible. In the case of damage to checked baggage, the passenger must write and complain within seven days, and in the case of delay within 21 days, in both cases from the date on which the baggage was placed at the passenger's disposal.
- 4.10. If the air carrier actually performing the flight is not the same as the contracting air carrier, the passenger has the right to address a complaint or to make a claim for damages against either. If the name or code of an air carrier is indicated on the ticket, that air carrier is the contracting air carrier.
- 4.11. Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived

**5. CHECK-IN**

- 5.1. Passenger Flights – Passengers departing from a company facility, or a private site/hotel should be available for boarding at least 15 minutes prior to the scheduled departure time of the aircraft, to allow for a safety brief and security checks. If departing from an airport, please allow 30 minutes. Failure to do so may result in cancellation of the flight or additional charges.

**6. AIRPORT TRANSFERS**

- 6.1. Passengers transferring to a company service should advise our operations staff of inbound details at confirmation. In the event of the connection being delayed, the company will make reasonable endeavour to continue availability beyond the scheduled departure, but reserve the right to cancel the booking.
- 6.2. Passengers transferring to domestic commercial fixed wing flights are recommended to allow a minimum of 1 hour from the arrival of the company aircraft to the scheduled departure time. For overseas flights, please check with your airline, and advise the company operations staff.

**7. FIRST LIFT/LAST LANDING**

Company aircraft operate during daylight hours only. Daylight is defined for the Rules of the Air as being 30 minutes before sunrise until 30 minutes after sunset.

**8. FIXED PRICE CHARTER**

A fixed price quotation provides the customer with an all-inclusive price for a specific service of aircraft availability, flying time and ancillary costs. Any additional availability, flight or costs incurred due to the customer changing the requirements from that quoted will be subject to additional charge. Reduced requirements will not necessarily be subject to reduced charge, which will in any case be at the sole discretion of the company.

**9. HOURLY RATE CHARTER**

If an hourly rate is charged, it will be calculated by the elapsed time the rotor blades have been turning. This will be charged pro rata to the highest decimal place of an hour (10<sup>th</sup> of an hour). All disbursements such as landing fees, crew accommodation and off site fuelling facilities are charged. Where extensive availability of the aircraft is required with minimum actual flying time involved, a minimum flying hour charge may be quoted.

**10. TERMS OF PAYMENT**

Unless a credit account is held, cleared payment will be required prior to charter. Until such payment is received, bookings will NOT have confirmed status. Any booking made 30 days prior to the actual flight will be subject to a minimum 50% deposit. Full payment is due 30 days prior to the flight date. Payment will be accepted, bankers draft, cleared cheque or major credit card

**11. CREDIT CARD PAYMENTS**

Please be advised that due administration charges all credit card payments will be subject to a 4% additional charge.

**11.1. TERMS OF CREDIT**

Credit terms are by special arrangement and are on condition that all invoices must be paid within 14 days of the invoice date unless otherwise stated. Failure to comply with these conditions may result in withdrawal of credit facilities. The company reserves the right to make a charge of 3% per day of the invoice value if payment is not made within the terms specified on the invoice.

**12. FLIGHT CANCELLATION OR POSTPONEMENTS**

**12.1. Cancellation by the customer**

- 12.1.1. Any confirmed flight cancelled or postponed by the customer will be charged as follows: -

Amount of Notice	Charge (Subject to include VAT)
More than 7 calendar days	25% of fare
3 to 7 calendar days	50% of fare
24 to 72 hours	75% of fare
Less than 24 hours	90% of fare
If aircraft has position	100% of fare

Provided that all cancellations or postponements are made to the company in writing (post, facsimile or e-mail) failing which no notice shall be deemed to have been given.

- 12.1.2. If no notice is given or be deemed to have been given, 90% of the fare or the full charge for any flying which has been undertaken, whichever is greater, will be payable by the customer. The company may impose additional cancellation charges at the time of booking.

**12.2. Cancellation by the company**

No charge will be made if a flight is cancelled due to adverse weather conditions or other operational reasons whereby the company at its absolute discretion considers that it would be unsafe or impracticable to proceed with the flight. The company will refund 100% of the cost as a result of the cancellation of a flight.

**13. REFUNDS**

All refunds will be made in GBP.

**14. BAGGAGE ALLOWANCES**

- 14.1. Hold baggage is limited to 15kg of 'soft' luggage per passenger. The company recommends that rigid cases are not used in order to maximize the space available. Extra baggage may be carried subject to available space however this may result in additional flight charges and/or handling fees.

**14.2. Golf Clubs**

- 14.2.1. Due to limited space available, only one (1x) standard, non-professional sized set can be carried per passenger (no hard cases), up to a maximum of 4 sets dependent on type of aircraft.
- 14.2.2. With advance notice, the company can provide ground transport of your baggage at a very competitive rate. We reserve the right to refuse any baggage and arrange ground transport (at additional cost) where any of the above limitations are exceeded.

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14.3. **Restricted items in baggage**

The following articles are classed as Dangerous Goods and should never be packed in baggage:

CLASSIFICATION	EXAMPLES
Explosives	Fireworks, flares, toy guns & caps
Flammable or non-flammable gas	Aerosols including aerosol paints, filled aqualung cylinders, carbon dioxide cylinders for soda siphons, butane gas cylinders, lighter refills.
Deeply Refrigerated Gas	Liquid Nitrogen
Flammable Liquids	Paints, thinners, solvents
Flammable Solids	Firelighters, non-safety strike anywhere matches
Oxidizing Materials	Bleaches
Organic Peroxides	Resin kits
Poisons	Arsenic, cyanide, weed-killer, tear gas
Infectious Substances	Viruses, bacteria
Radioactive Materials	Instruments containing a radioactive source or radio-isotopes for research
Corrosive Materials	Acids, alkalis, metallic mercury, wet cell batteries, thermometers containing mercury, barometers
Miscellaneous	Magnetized materials and formalin

Certain articles such as Sporting Weapons, Cardiac Pacemakers, gas powered hair stylers and medicines carry certain restrictions and the company staff must be made aware if any such items are to be carried onboard. The pilot had absolute discretion to refuse carriage of any baggage he deems to be dangerous goods.

15. **SAFETY AROUND THE HELICOPTER**

The customer shall in the case of safety, ensure that all personnel working in proximity to, or with the helicopters will have received a briefing originating from the company, or are removed from the operating site BEFORE flying commences.