

- 1.** The Carriage of passengers and their baggage is subject to any special conditions and regulations of the Carrier displayed for inspection at latter's booking offices, website and any other medium in so far as the conditions and regulations are not inconsistent with the conditions and provisions referred to or stated below.

Passengers are advised that the Mauritian Commercial Code has enacted the provisions of the Warsaw Convention and that their contract of carriage will be subject to the provisions of the Warsaw Convention with certain exceptions where provisions of the said Convention are not relevant to the said carriage as provided for in the Mauritian Commercial Code.

## **2. BOOKINGS**

- 2.1** All quotes and rates issued are subject to aircraft availability at the time the Carrier receives written confirmation of the acceptance of the quote from the client.

### **2.1.1 Reservation Requirements**

We or our Authorised Agent will record your reservation(s). If you have not paid for your Ticket prior to the helicopter flight, as advised by us or our Authorised Agent, we may cancel your reservation.

### **2.1.2 Personal Information**

You authorize us to collect personal data including sensitive personal data from you for the purpose of making and providing you with your reservation for carriage including, providing you with auxiliary services incidental to your carriage such as airport access, airport lounge access, hotel access, and for other purposes associated with or incidental to your carriage, as outlined in this clause.

We may retain and use the personal information that you transmit to us relating to yourself and members of your party for the purposes of:

- Making your reservation and issuing you with a ticket;
- Providing you with your booked transportation;
- Accounting, billing and auditing and other administrative purposes;
- Processing credit card and other forms of payment;
- Immigration and customs control;
- Safety and Security checks;
- Statistical analysis;
- Operating frequent flyer programmes;
- Customer relations;
- Providing you with any related services and/or facilities;
- For legal claims and actions;

Direct marketing and market research (unless you have indicated at the time of booking that you do not wish to be contacted for these reasons). You will also be given the opportunity to opt out on subsequent communications.

**2.1.3** For the above purposes we may therefore give your personal information to:

Air Mauritius Ltd and its subsidiary companies;

Carriers and other companies involved in providing you with your booked transportation;

Our authorised agents and partners;

Government and enforcement agencies, including immigration authorities and the Customs Department;

Credit card and other payment companies;

Data Processors performing business functions on our behalf. These functions include administration, providing services (and contacting you where necessary), customer care, business management and operation, re-organisation/structuring/sale of our business (or our group companies), risk assessment, security and crime prevention/detection, research and analysis, marketing, monitoring, measuring and assessing customer purchasing preferences and trends, dispute resolution, credit checking and debt collection. This may involve sending your personal information outside Mauritius to countries which may not offer the same level of protection.

**2.1.4** If you do not agree to our use of the information as set out above, you should inform us as soon as possible by writing to us at [reservation@mauritiushelicopter.com](mailto:reservation@mauritiushelicopter.com).

In accordance with the Mauritius Data Protection Act 1998, you may ask us in writing for a copy of the information we hold about you (for which we may charge an administrative fee) and to correct any inaccuracies in your information. We aim to respond to you within 21 days as from date of request.

You can also choose not to provide us with some of the information we request, however as a result we may not be able to complete your reservation for carriage.

**2.1.5** The amount quoted to the client excludes the client's lunch and land transportation costs.

**2.1.6** Once the client has confirmed the reservation, no refunds will be granted under any circumstance, except in the following cases:

- a. If the Carrier cancels the flight; or
- b. If the Carrier is unable to honor the passenger's reservation resulting in the passenger being denied permission to board.

**2.2** For safety reasons, the **weights** of passengers and of baggage/handbags should be provided for ALL helicopter bookings. Before boarding, the passengers and their baggage/handbag will be weighed by our ground staff as a means of verification. In case the weight variance at time of verification is well above weight given at time of booking, passengers may be denied boarding.

**2.3** Should a flight be cancelled due to reasons caused by weather conditions, technical or operational reasons, the Carrier shall refund all monies received in respect of the confirmed booking.

**2.4** In the event a client or agent cancels a flight, such cancellation shall be at least 12 hours prior to the confirmed or scheduled departure time of the helicopter. Should the client or agent fail to cancel the flight at least 12 hours prior to the confirmed or scheduled departure time of the helicopter, a cancellation fee will be applied as follows:

- 10% of applicable fare for all flights cancelled between 6 and 12 hours prior to the confirmed or scheduled departure time
- 50% of applicable fare for all flights cancelled between 3 and 6 hours prior to the confirmed or scheduled departure time
- 100% of applicable fare for all flights cancelled less than 3 hours prior to the confirmed or scheduled departure time

**2.5** All passengers need to abide by the scheduled time of take-off communicated to them. Any delay on their part may result in the helicopter leaving without the passengers at the schedule time. For airport transfers, Mauritius Helicopter Ltd (MHL) **will not be responsible** in case the passengers miss their connecting flight or latter is delayed. Penalty fees will be applicable in such cases, and will be subject to the company's delay/cancellation policy.

### **3. FLIGHT INFORMATION**

- 3.1. All passengers are required to hold a valid ticket, issued by the Carrier, before embarking on the helicopter.
- 3.2. All flight times quoted are an approximate and may vary due to certain variables, such as but not limited to, weather conditions or aircraft capabilities (for example technical issues or 'AOG').

### **4. BAGGAGE**

- 4.1. The baggage space on the helicopter is limited. With 1 or 2 passengers, two normal size suitcases, and with 3 or 4 passengers, only one normal size hand baggage per passenger may be carried. In case baggage is oversized and cannot be uplifted, arrangement will have to be made for road transportation at passengers' own cost.
- 4.2. The Carrier shall have the right to refuse carriage of any baggage on the flight.
- 4.3. The client takes note of and agrees that no dangerous goods, as defined by the Carrier under IATA Dangerous Goods Regulations, shall be carried in any baggage or on any person.
- 4.4. The carriage of any firearm/s is expressly prohibited.
- 4.5 Except as may be provided under these Conditions of Carriage, the carriage is only accepted at the passengers risk and upon the specified condition that the carrier, their servants and agents shall be under no liability for any damage of any kind whether caused or occasioned during carriage by air or in connection with auxiliary services incidental to the carriage by air or whether or not caused or occasioned by the act, omission, neglect, gross neglect or omission or default of the Carrier, its servants or agents. The passenger hereby indemnifies the Carrier/s against any claim or claims for compensation for any damage, loss or injury whether sustained on board the

aircraft or in the course of any operation of flight embarking or disembarking caused directly or indirectly to him or to his belongings which indemnity shall extend to the passenger's dependents, estate or any person whomsoever.

4.6 The Carrier is not obliged to accept luggage or baggage with a "Special Declaration of Value".

4.7 Delivery of baggage will be made to the bearer of the helicopter / baggage ticket.

## **5. INFANTS, CHILDREN AND PASSENGERS WITH DISABILITY**

- 5.1 Infants (0-24 months), shall only be carried when properly secured with a child restraint device or in the arms of or on the lap of an adult passenger.
- 5.2 During the helicopter flight, the minor(s) must at all times be under the care and custody of a duly authorized responsible party.
- 5.3 Should a disable person be unable to assist himself/herself in the case of an emergency then that person shall require an able bodied person to accompany him/her on the flight.
- 5.4 A mentally disturbed person shall not be carried on the helicopter unless:
  - 5.3.1 accompanied by an able bodied person; and
  - 5.3.2 a medical certificate has been issued by a medical practitioner certifying such mentally disturbed person's for carriage by air and confirming that there is no risk of violence from such person.
- 5.5 The Carrier shall undertake the carriage of a mentally disturbed person who, according to his or her medical history, may become violent, only after special permission has been obtained from the authorities.

## **6. PREGNANT PASSENGERS**

Should a passenger be 28 weeks or more in the passenger's term, then the Carrier shall require a medical certificate from a medical practitioner, stating that the pregnant passenger is fit to fly. The medical certificate must be handed to one of the Carrier's staff member before embarking in the helicopter.

## **GENERAL INFORMATION**

7. The 'Underwater Waterfall' is an illusion and trips are subject to weather conditions. The customer waives any claim that he/she may have against Mauritius Helicopter Ltd, its directors, its agents and its employees, in the event he/she does not see the 'Underwater Waterfall.'
8. All telephone calls made from/to Mauritius Helicopter Ltd reservation section are recorded.
9. The Carrier has the right to refuse any passenger or the carriage of any item if it is deemed unsafe or may be hazardous or cause discomfort to the aircraft, crew or other passengers. The passenger's contract of carriage will be governed by the Laws of Mauritius and the Mauritian Courts shall have exclusive jurisdiction with regards to any dispute arising out of on in relation to the passenger's contract of carriage with the Carrier.

- 10.** By the issue of a ticket, the passenger agrees that he has read and understood the Carrier's Conditions of Carriage and any special conditions and regulations of the Carrier displayed for inspection at the Carrier's booking offices, website and any other medium chosen by the Carrier.