

TERMS AND CONDITIONS

CORAIL HELICOPTERES LTD

All flights are subject to the following General Terms of Business of *Corail Helicopteres Ltd*, hereby referred as the company.

Corail Helicopteres Ltd is an airline approved by the Civil Aviation of Mauritius under the AOC n°03. Flights are carried out under Visual Flight Rules (VFR), as defined by the Civil Aviation.

1. SCOPE

1.1 APPLICABILITY

The general conditions of sale described below detail the rights and obligations of *Corail Helicopteres Ltd* and its client(s) in the context of the sale of passenger transport by helicopter in Mauritius. Any service marketed and performed by the company implies the purchaser's unreserved acceptance of these general conditions of sale.

Our Terms and Conditions are subject to change without any prior notice and will be published on our website (<https://corailhelico-mu.com>) for consultation purposes. Flights booked before the changes in conditions of sale will not be affected unless the same is done for safety and security reasons.

1.2 INSURANCE & CIVIL LIABILITY

The company holds the insurances and Civil Liabilities required as an air carrier. Risks are borne for amounts comparable to those required by the Warsaw Convention in terms of passenger air transport.

Items taken by passengers are not taken into account by our insurers. It is the responsibility of the passenger to take additional insurance if he deems it necessary.

Corail Helicopteres Ltd shall not be held liable for any damage resulting from the use of the Internet, such as loss of data, intrusion, viruses, services breakdown or any other unintentional malfunctions.

2. FLIGHTS' CONDITIONS

Flights are subject to authorisations from the relevant authorities.

As stated in the Warsaw Convention (12/01/1929) and the Montreal

Convention (28/05/1999), the company reserves the right to substitute its carriers without prior notice, use other aircrafts of equal or greater value, and change the route provided on the ticket, if necessary.

2.1 OPERATING HOURS

The company operates on a daily basis, from sunrise to sunset, depending on weather conditions and pilots' duties.

2.2 PLANNING

The company provides availability & flight schedules on an indicative basis and reserves the right to modify them by notifying the client as soon as possible or at least one hour in advance.

2.3 SHARING FLIGHT

Each helicopter is subject to a fill ratio (example: 4 passengers for the H120 & 6 passengers for the H130).

In case, the number of passengers is insufficient. *Corail Helicopteres Ltd* may reschedule or cancel the flight.

2.4 DURATION

The duration of the helicopter flights is indicative & approximate. They may vary and be reviewed according to weather conditions, air traffic and flight authorisations.

2.5 WEATHER CONDITIONS

The weather forecast to determine the feasibility of the flight will be done on the day itself (15 min before flight) by the pilot. It is to be noted that weather conditions can change rapidly on the island.

While guaranteeing the safety, the pilot reserves the entire responsibility and the right in deciding whether or not to maintain the flight in case of unfavourable weather conditions.

3 PASSENGERS

3.1 TICKET

No one is allowed to board a helicopter without a valid flight ticket. As a passenger air carrier, *Corail Helicopteres Ltd* is subject to the conditions stipulated in the Warsaw Convention.

3.2 PAYMENT CONDITIONS

- A full payment is required to confirm the booking of the flight. Bookings can be paid by credit card, bank transfer or in cash (MUR or EUR).
- The company reserves the right to refuse access to any person who has not paid 100% of the ticket price including tax and to any ticket holder whose payment has been suspended, opposed or not approved.
- Vouchers have a validity period of 6 months from the date of purchase. Vouchers cannot be exchanged or refunded, except if decided otherwise by the company.

3.3 PASSENGER'S RESPONSIBILITY

The passenger undertakes to communicate to the company any information requiring special care: baby, person with reduced mobility, disability, pregnant woman etc.

The passengers should abide by and comply with the rules and instructions as laid out by the pilot who is solely in command. *Corail Helicopteres Ltd* reserves the right to offload any passenger or any item if it is suspected to be unsafe, or may be harmful to the aircraft; crew, or passengers.

Smoking, food and beverages are prohibited during our helicopter flights.

3.4 LATE ARRIVAL

We highly advise you to check-in at least 30 minutes prior to departure and the company will not be held accountable for latecomers. In such circumstances, we reserve the right to maintain the flight as scheduled. Should a passenger show up more than 15 minutes after the take-off time, a 100% cancellation fee will be applicable.

4. TRANSFER FLIGHT

4.1 LUGGAGES

All helicopters are subject to passengers' and luggage limitations. The company requires all luggages weights and dimensions (if required) before scheduling the flight.

Flight confirmations sent are based on these weights and the client is under the obligation to inform the company of any change(s). *Corail Hélicopteres Ltd* reserves the right to deny scheduling a flight where the weight limitation is exceeded or when the luggage can not safely fit inside the aircraft's compartment. It is recalled that certain items transported are classified as dangerous goods (*ICAO list*), restricted items or unauthorized items and are subject to specific regulations. Passengers shall inform the company as soon as possible.

In case of control procedures (such as security searches) performed by any agent (Police, Customs or *Corail Hélicopteres Ltd*), passengers are fully responsible for their luggage even if they have to be transported separately.

Transportation of luggage(s) not belonging to a passenger of the flight is forbidden, except if the luggage belongs to the same family group where the flights have been split for weight and balance concerns only.

In the event of a luggage search refusal or a sign that the passenger is concealing a restricted or an unauthorised item, the luggage will not be allowed to board the flight.

4.2 ARRIVAL COMMERCIAL FLIGHT

Corail Hélicopteres Ltd will not be held responsible in case the commercial flight has been delayed. Depending on the availability, a new time slot can be scheduled for the helicopter transfer. In case the customer does not wish to proceed with the charter services, a 50% cancellation fee will be applied.

4.3 DEPARTURE COMMERCIAL FLIGHT

The company undertakes to inform the clients about the time whereby they need to be present for the helicopter take-off. Passengers are required to be present at least 2 hours beforehand at the airport for the commercial flight's procedures. *Corail Hélicopteres Ltd* will not take any responsibility in the event the passenger is late for the next flight.

5. LIMITATION & SPECIFICATIONS

5.1 SEAT BELT

Following equipment specifications, the measurement for the seat belts in the helicopter are as follows :

- 90 cm from shoulder to waist (the same way a car seatbelt works from left to right)
- 1m20 waist seat belt.

If on the day of the flight, the belt cannot be secured, a 100% cancellation fee will be applicable.

5.2 BODY WEIGHT and SEAT POSITIONING IN THE HELICOPTER

If on the day of the flight, the weight given by the client during the booking is found to be higher and the flight cannot be maintained (not in compliance with the Weight & Balance), no refund will be granted to the person(s) with the highest weight difference.

Passengers' weight will be recorded prior to boarding the helicopter flight due to weight & balance regulations and limitations. The seats in the helicopter are allocated according to the weight of each passenger. The passenger will not be allowed to choose his place in the helicopter.

6. REFUND & CANCELLATION POLICY

6.1 CANCELLATION BY PASSENGERS

- A 100% refund will be granted in case the flight is cancelled more than 48 hours prior to departure.
- A 50% refund will be granted in case the flight is cancelled between 24 to 48 hours prior to departure.
- No refund will be granted for a flight cancelled less than 24 hours prior to departure or for a no-show.

6.2 CANCELLATION BY CORAIL HELICOPTERES LTD

If the flight is cancelled due to weather conditions or technical problems or unexpected restriction from the authorities, a full refund (only the price paid for the ticket) can be granted, or a rescheduled booking can be arranged.

The cost of transportation (to and/or from the point of departure/arrival of the helicopter) is not included in the reimbursement.

The refunded amount will be credited to the provided bank account within 7 working days.

7 MISCELLANEOUS

7.1 USE OF CAMERA

If the shots could be detrimental to the company, *Corail Hélicopteres Ltd* reserves the right to undertake actions against non-compliance with these terms or the dissemination of such content and to demand an immediate withdrawal. Any footage taken shall not be used for commercial purposes unless permitted by *Corail Hélicopteres Ltd*.

7.2 DISPUTE

If a dispute were to oppose the parties involved, the resolution of the latter would first be done amicably.

In the event that an amicable agreement between the parties proves impossible, the dispute will be brought before the competent Mauritian authorities.

7.3 ARCHIVING & EVIDENCE

The company will archive purchase orders and invoices on a reliable and lasting basis constituting a faithful copy in accordance with the Mauritian Civil Code. The customer is duly informed that, unless there has been an error that he can prove, the data recorded in the company's database will be considered by the parties as proof of communication, bookings, payments and transactions between the parties.