TERMS AND CONDITIONS

CORAIL HELICOPTERES LTD

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

Corail Hélicoptères 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 Hélicoptères 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 Hélicoptères 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 Hélicoptères 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 pilot assesses the weather conditions on the day of the flight, prior to departure, in order to determine whether the flight can be safety operated.

As weather conditions can change rapidly across the island, the Pilot-in-Command may, in accordance with applicable regulations and current internal procedures, maintain, modify, shorten or cancel the flight for safety reasons. **The Pilot-in-Command's decision shall be final**, as it is made in the interest of flight safety and in accordance with applicable regulations and operational procedures.

3. PASSENGERS

3.1 TICKET

No one is allowed to board a helicopter without a valid flight ticket. As a passenger air carrier, *Corail Hélicoptères 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).

3.2 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 Hélicoptères 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 MEDICAL FITNESS, ANXIETY DISORDERS, AND EMERGENCIES

Fitness and Liability:
The passenger acknowledges that they are in good physical and mental health. The Company shall not be held liable for any unpredictable physiological or psychological reactions, including but not limited to anxiety attacks, panic attacks, motion sickness, or any other distress related to the stress of flight. The passenger accepts the inherent risks of aeronautical activities and the potential impact of altitude or exposure to heights on their personal well-being.

Emergency Assistance:
In the event of a medical emergency not attributable to a fault of the Company, the Company commits to an **obligation of means** (best efforts): this includes immediately alerting emergency services and implementing emergency assistance procedures. However, the Company cannot be held responsible for the response times of third-party emergency services (ambulance, fire department, private medical services.)

Medical Costs and Expenses:
All costs incurred for external rescue operations, medical evacuation, or hospitalization resulting from a pre-existing medical condition or a psychological reaction to the flight shall be the sole responsibility of the passenger. Passengers are strongly advised to verify their own insurance coverage prior to the flight.

3.5 LATE ARRIVAL

Clients must report to reception at least 45 minutes before the departure time indicated on their boarding pass to allow sufficient time for check-in and safety briefing.

Any client **who has not reported** to reception at least 15 minutes before the scheduled departure time will be considered a **"No-Show"**. A 100% cancellation fee will apply, with no possibility of rescheduling or refund. The company shall not be held liable for any consequences arising from the client's late arrival.

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 Hélicoptères Ltd* reserves the right to deny scheduling a flight where the weight limitation is exceeded or when the luggage cannot 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 Hélicoptères 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 Hélicoptères 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 Hélicoptères 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 Hélicoptères 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 Hélicoptères 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.