

## Poonawalla Aviation Pvt. Ltd.

212/2, Off Soli Poonawalla Road, Hadapsar, Pune 411 028, India.

### Terms and Conditions

#### A) Special Terms and conditions

1	Photo ID required after confirmation of flight for all passengers and which will be checked before boarding.
2	As per the DGCA guidelines frisking of all passengers will be carried out by the representative of Poonawalla Aviation Pvt. Ltd. in the interest of security
3	After approval of the passengers names in the manifest no change / additions will be allowed
4	All passengers' baggage will be kept ONLY in baggage compartment and no hand baggage will be allowed in the passenger compartment. Passengers luggage will physically checked by the representative of the Poonawalla Aviation Pvt.Ltd,
5	Poonawalla Aviation Helicopter will not operated from non sterile area / airport without NOC or security clearance from the concerned Dist. Police Authority.
6	Proper security arrangement for guarding the Helicopter at the Helipad / Airport / when parked in open will be arranged by the customer.
7	Customer / executive airways is responsible to verify the credential of the passengers and adhere to BCAS circular on security measure.
8	Any other security measure which the Pilot thinks suitable for safety of the Helicopter and passengers will be complied with.

#### B) Other Terms and conditions

##### 1. HELIPAD AND PERMISSION REQUIREMENTS :

- a) A flat hard ground of minimum 30 meters diameter, without any obstructions (eg. high rise buildings, high trees, high tension wires, etc.) around the area, especially on approach path is required, for landing of helicopter. The landing area should be marked with an "H" inside the circle. The location of the landing site, preferably with a sketch and co-ordinates (i.e. latitude and longitude) must be provided.
- b) For landing on Government property, public places and/or dropping of petals of flower, a written permission from the District Collector / District Magistrate and/or the Commissioner of Police must be obtained and provided by the customer.

- c) For landing on privately owned properties, permission from the owner of the property will be required and all arrangements for landing / take-off will have to be made by the owner. The customer will also co-ordinate with the District Collector/ District Region / District Police and keep them informed of the flight.
- d) Wherever the Landing Charges are mandatory to be paid for landing the Helicopter at any Airport, Pvt. Helipad etc it will be recovered from the client at the time of the final invoice on Actuals, in addition to the above quote . Eg./ Landing at Mahalaxmi Race Course at Bombay.
- e) Please note during the Monsoon Season the Helicopter can fly with passengers with two pilots on board and during the Non-Monsoon season the Helicopter can fly with 5 passengers with single pilot.

2. TERMS OF SERVICES :

The Company reserves to itself the right, without assigning any reason, to cancel or delay the commencement or continuance of the flight or alter the stopping place or places or to deviate from the route of the journey. The Company also reserves to itself the right to refuse to carry any person whom it considers unfit to travel or who in the opinion of the Company may constitute risk to the helicopter / aircraft or to the persons on board.

- 3. If at any stage it is found that the helicopter / Air craft with the booked load or passengers etc. will be overloaded, the Company will have the right to decide which passenger or articles shall be off loaded and such decision shall be binding.
- 4. The Company will Endeavor to meet obligations under this agreement. However, company shall not be liable for any compensation

or claims in case of non-availability of helicopter / Air craft due situation beyond its control viz. Grounding due technical reasons, acts of God etc. The Company is not responsible for non-operation of charter flight for any unforeseen reason such as bad weather, poor visibility, and non-availability of clearance from ATC / defense authorities / civil administration, technical problem etc. and all the above circumstances shall not be treated or construed as defect or deficiency in service on part of the Company.

5. **BAGGAGE RESTRICTIONS :**

One suitcase per passenger, not exceeding 26 inches in length and 10 kg. By weight. In addition, a small handbag can be carried. Excessive baggage may entail offloading due flight safety considerations.

6. All Foreign Nationals should submit a good xerox copy of the Passport of the Company before the commencement / boarding of the flight.

7. The Company will not responsible for any liability, monetary or otherwise arising out of land travel or transport of the client/s passengers such as reaching to the Air Port / Helipad upto the boarding point and also for the travel after landing / disembarkation / deplaneing at the destination of a flight.

8. **INSURANCE :**

All the passengers on board are sufficiently covered by the Flight Insurance from a reputed Company in India and the terms and conditions thereof shall be applicable and binding on all the passengers.

9. **FORCE MAJEURE :**

In the event of long periods of civil commotion, riots, wars, curfew etc., preventing laws and regulations, acts of God and any other factors not

controlled by the Company but preventing fulfillment of its commitments, the Company will not be responsible for such prevention. If the Company is prevented or delayed in performance of any of its obligations by force majeure, the time for performance of the obligations shall be extended by the period notified by the company to the client as being lost time for the reason of force majeure. On cessation of reason for force majeure, the company shall proceed ahead with the performance of its obligation. If force majeure continues beyond a period of 48 hrs of confirmed departure time, then the company and the client shall mutually decide the issue and the action that need to be taken.