



TERMS & CONDITIONS

General terms and conditions for helicopter transfers quotation are valid unless otherwise agreed in writing by Whitetracks Ltd/ Whitetracks Helicopters herein called Whitetracks.

1) Scope

The subject of this contractual agreement is the transport of passengers and or baggage from the point of departure to the point of destination as stated in our literature/booking form. Whitetracks reserves the right to utilize any empty capacity the helicopter may have, including any empty legs of the flight, before, during or after the period in which the helicopter is available. Whitetracks points out that the helicopter owners may still use empty capacity which is outside the control of Whitetracks.

2) Parties

Receipt of this booking form shall in the absence of any prior agreement to the contrary, received by both the passenger and Whitetracks, constitute a contract of carriage only between the passenger and baggage and Whitetracks.

3) Helicopter specific

This booking is helicopter specific and is thus subject to helicopter availability.

4) Currency

This quotation is stated in the currency as indicated the invoice. This quotation is subject to exchange rate fluctuations. For the purposes of this quotation the exchange rate used is that of the date of this quotation.

5) Fuel price

This quotation is subject to industry and related fuel price fluctuations.

6) This quotation includes the following

Helicopter costs including crew, fuel and maintenance. Air navigation and airport charges. crew meals, accommodation and surface crew transportation. Passengers and baggage insurances and taxes.



TERMS & CONDITIONS

7) This quotation excludes the following

Fuel and insurance surcharges. Any other special requirements. The quoted flight is planned with a single-man-cockpit. The duty time is restricted by applicable crew duty limitation regulations. Should there be any circumstances or changes in the flight schedule or routing, which exceed the maximum crew duty time, enlarged flight crew will be needed and invoiced at separate costs. Changes are always subject to availability of additional crew.

8) Unserviceability of the helicopter

Whitetracks reserves the right to at any time postpone the flight or redirect the flight or provide the passenger with another similar helicopter at the same cost, in the event that the flight cannot be performed with the offered/booked helicopter due to war, warlike events, infringements of a country's neutrality, insurrection, civil war, civil unrest, riots, sabotage, strikes, blockades, lockouts, quarantine, hijacking, terrorist actions, requisition, confiscation, expropriation, seizure, weather conditions or other force majeure of any nature, technical reasons, detention or similar measures, accidents with helicopter, or due to other factors over which Whitetracks has no control, or when the safety of the passengers or the crew from the helicopter can reasonably be assessed to be in danger at the discretion of Whitetrack's personnel. Unless stated otherwise in mandatory (indispensable) legislation, Whitetracks is not responsible for damage or loss as a result of or arising, directly or indirectly, in connection with the above mentioned circumstances. In the event that the above happens before the first leg of the flight stated in this quotation started and no suitable solution can be found, Whitetracks reserves the right to cancel the order. In this case, Whitetracks shall credit the passengers with an amount corresponding to the flight in question minus all expenses already incurred. In the event that the above happens en-route, any costs arising from such changes or delays will be invoiced separately at cost and shall become payable by the passengers in equal parts excluding the cost of repairing the aircraft, but including the cost of arranging an alternative helicopter. If all costs (including any positioning flights back to home base) and expenses already incurred are smaller than the amount relating to the flight in question, Whitetracks shall credit the passengers with an amount corresponding to the difference. Whitetracks shall not be liable for any damages to its passengers arising from any such delay.



TERMS & CONDITIONS

9) Booking details

Passengers must provide Whitetracks with an email address and contact phone number(s) together with full home name and address for all flight bookings. In addition to in resort contact number. A mobile number must be provided for receiving sms text receipt and flight confirmation. Destination resort, accommodation/tour operator in resort. Please see electronic booking form.

10)

Whitetracks reserves the right to postpone all flights with fewer than 4 passengers booked. In this event booked passenger(s) will receive a full refund of the flight cost. Bank details will be needed in this event to organise a direct transfer for cancelled flight fees. For card payments a refund will be made to the card holder used for the original booking.

11) Return flights to exiting airports Resort to airport

White tracks reserves the right to cancel flights due to weather and in the case of transfers will announce a flight cancellation based on the earliest airport exiting flight time. All passengers of that flight will need to make alternative transfer arrangements. Please be aware that resort to airport transfers depend on incoming flight availability. Helicopters may be able to land and take off in resort; but may be unable to leave their respective bases on the flight days.

12) Flight departure & missed flight penalties

Whitetracks will provide passengers with flight departure times for scheduled flights. This is the time the helicopter is due to take off. Allow plenty of time for loading and pre-flight preparation.

All passengers are required to make every effort to be at the appropriate meeting place in good time for flight departures. For scheduled transfers the helicopter can not be delayed beyond it's allotted departure time. Should incoming connecting flights be delayed and helicopter transfers be missed, then Whitetracks reserves the right to charge the full fee for the booked flight. No compensation will be available from Whitetracks in this event. Passengers are advised to take out appropriate travel insurance if this is of concern.



TERMS & CONDITIONS

14) Baggage

Passengers are reminded that space is very limited on helicopters. Only one small piece of luggage is permitted in addition to skis/snow board + boots. Passengers are reminded that ski boots might be carried in an external basket. Alternative arrangements will need to be made for excess baggage. Whitetracks can organise excess baggage transfers for incoming transfers only, see appropriate price sheet. In the case of Whitetracks undertaking excess luggage transfer, Whitetracks cannot guarantee a specific time of baggage arrival in resort, only to say that it will arrive the same evening of arrival.

15) Passenger and baggage entry documents

All passengers have to comply with any requirements (e.g. immigration, customs, agriculture, etc) at each destination. Passengers have to be in possession of a valid passport plus, where necessary, a visa. Whitetracks takes absolutely no responsibility in case of non-compliance with any requirement by the passenger(s). Should there be any surcharge, fees, fines or similar due to a non-compliance, the passenger(s) will be billed for such costs. Whitetracks takes absolutely no responsibility with the regard to visa requirements of passengers. Should there be any levy due to the lack of required entry documents of passengers or baggage the passenger(s) will be billed for such costs.

16) Pre and post flight land transfers in resort

Whitetracks is not responsible for in resort transfers for passengers to accommodation venue. Please ensure that appropriate transport is organised to meet passengers coinciding with scheduled flight arrivals. Accommodation providers should be able to provide suitable advice and/or arrange transfer themselves.

17) Return flights - Resort to exit airport - excess baggage.

Whitetracks does not organise luggage transfer from resort to exiting airport. Please ensure baggage transfer is organised to coincide with expected arrival times in the exiting airport. On passenger arrival in the exiting airport, passenger(s) will need to collect/reunite with baggage before proceeding to the appropriate departure check in area.



TERMS & CONDITIONS

18) Payment

100% of the fees due become payable upon making a booking. An electronic receipt and confirmation will be issued by email/sms text and should be checked by the passenger and any changes notified to Whitetracks as soon as possible.

Payment may be made by major credit cards (for which a service charge will be added; Amex 3.5%, M/C+Visa 2.5%, Debit cards £0.50p). The quoted exchange rate might vary slightly according to banking processing times. Passenger(s) accept that the actual payment processed will be at the then current exchange rate.

Alternatively money transfer maybe made in Euros (€) to:

Whitetracks Ltd (euro account) number 79289844

Sort code; 20-13-34 IBAN GB74 BARC 2013 3479 2898 44. SWIFTBIC BARCGB22

19) Cancelled flights due to Weather

Weather is often the most limiting factor with Helicopter transfers to mountainous regions. Resort or airport weather conditions will dictate if a flight is possible or not. Helicopters can not fly in poor visibility, night time or in bad weather. In the event of cancelled flights passengers will be transferred to their chosen resort by taxi. Please inform Whitetracks if you have made your own contingency plans for transfer in the event of cancelled flights. Whitetracks will refund the entire helicopter transfer fee if you have made your own transfer arrangements; or in the case of Whitetracks organised taxi transfer; the refund will equate to the helicopter transfer fee less the appropriate taxi charges and any other charges incurred by Whitetracks. These costs will be divided and shared between the number of passengers on your particular flight.

20) Cancellation fees - Passenger cancelling booking

The following fees apply should a confirmed flight be cancelled:

For more than 30 days 50% of the full payment. If less than 30 days 100% becomes payable.

21) Passenger baggage

Passenger baggage weight is limited for flight safety reasons and varies according to and between helicopter types. Items determined by the crew to be of excessive weight or size will not be permitted on the aircraft.



TERMS & CONDITIONS

22) Prohibited or dangerous goods

Dangerous goods must be declared as per dangerous goods regulations.

23) Smoking

Smoking is prohibited on all Whitetracks flights.

24) Indemnification and liability

Notwithstanding any passenger ticket which may be issued by Whitetracks, all passengers should be aware of the following limitations: that flights within and to and from the European Union are subject to all air transport regulations at the time of the flight quoted. Whitetrack's liability maybe limited by any current in flight regulations with regard to passengers or baggage and for delay. The passenger(s) hereby indemnifies Whitetracks from any claim or damage which Whitetracks may suffer from the flight. Whitetracks liability shall be limited to that deemed to have caused damage or death arising out of acts of negligent or wilful misconduct.

25) Variance

Should any of this quotation be at variance with any charter; aircraft operations management; air transport; operations services; or charter agency agreement already conducted and signed between the passenger(s) and Whitetracks, the terms of such agreement shall prevail over these terms.

26) Severability

Should any one or more clauses of these terms be found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining clauses shall not in any way be affected or impaired thereby.

27) Applicable law

These terms are governed by and construed in accordance with the laws of the countries of operation of Whitetracks.