



## Conditions of Carriage

These Conditions of Carriage provide information about us and set out the legal terms and conditions on which we contract with you in relation to the booking by you of air taxi services with WO1 Limited (the “Carrier”).

Please read these Conditions of Carriage carefully and make sure you and your passengers understand them before booking any Services with us.

These Conditions of Carriage are to be read in conjunction with your Booking Document and are incorporated into the contract of charter carriage that is established at the time of booking. You (as the Customer) are responsible for ensuring that all of the passengers for the booked service receive the provisions set out in these Conditions of Carriage.

For further information about booking with us, please refer to our Frequently Asked Questions (FAQs).

## Article 1 Meaning of expressions used within these Conditions of Carriage

**BAGGAGE** is any personal property accompanying passengers in connection with the booked flight. Unless we say otherwise, this consists of Hold Baggage and Hand Baggage.

**BOOKING** is the booking made by you or by a third party acting on your behalf, for a charter service, and which is accepted by us in accordance with these Conditions of Carriage.

**BOOKING DOCUMENT** is the e-mail, electronic notification, text message, or any other method of communication, which we issue to confirm a Booking, and which contains the flight information.

**BOOKING REFERENCE** is the number you are given by us to identify each confirmed Booking.

**CARRIER** means WO1 Limited.

**CHARTER PRICE** means the price quoted to you for the charter of the aircraft to a particular destination and payable by you at the time of Booking.

**DAMAGE** includes death or bodily injury to a passenger and destruction, loss of or damage to Baggage, arising out of or in connection with carriage or other services incidental thereto performed by us.

**HAND BAGGAGE** is any Baggage other than Hold Baggage.

**HOLD BAGGAGE** is Baggage which will be carried in the hold of the aircraft.

## Article 2 Your Booking

2.1 The Booking Document constitutes prima facie evidence of the contract.

2.1.2 The Customer is required to provide a passenger manifest to us at the time of booking, to include the names and contact details for all passengers travelling under the Booking.

2.1.3 We will provide carriage only to the passengers listed on the passenger manifest. Changes may be made to the passenger manifest up to 6 hours prior to booked departure. Within 6 hours of departure, any additional passengers may be added to a Booking at our discretion.

2.1.4 All passengers to be carried will be required to provide passport details to us prior to their first journey with Waves.

## **2.2 Booking validity period**

2.2.1 Bookings are only valid for the the time and date for which the Booking Document was issued, subject to any amendments agreed by us in accordance with these Conditions of Carriage.

2.2.2 Should you wish to change any aspect of your Booking you must contact us in advance and at least 24 hours before booked time of travel. Any changes to the Booking within 24 hours of booked departure time are at our discretion.

## **Article 3 Charter price and payment**

3.1 The Customer shall pay the Carrier the Charter Price in sterling, in the amount, at the time specified in clause 3.3 below.

3.2 The Charter Price includes the costs incurred in the operation of the aircraft, the costs of crew, fuel, handling charges, landing and navigation fees, maintenance, insurance, passenger taxes, airport charges and similar operational expenses other than the costs of de-icing. The Charter Price does not include customs duties, taxes, levies or charges assessed or imposed by any applicable authority upon the execution or performance of the carriage, embarkation or disembarkation, or ground transportation of passengers and their baggage.

3.3 If for any reason whatsoever there shall be an increase in the passenger taxes between the booking date and the date of operation of the booked service, the Customer shall pay to the Carrier such amount as shall fully compensate the Carrier for such increase within 7 days of notification by the Carrier to the Customer.

3.4 Where de-icing is required for a Customer flight, the amount of the de-icing service, including but not limited to, de-icing solution charges, de-icing call out charge, disbursement fees ("De-icing Costs"). The De-Icing Costs shall be payable by the Customer within 14 days of the date of date of issuance of the invoice by Waves to the Customer.

3.5 The Charter Price shall be payable by the Customer to the Carrier on confirmation of the booking.

## Article 4 Check-in and boarding

4.1 The check-in deadline will vary between airports. Please find out the check-in deadline relevant to your flight in good time prior to travel. We reserve the right to refuse to carry any passengers who are not present at the check in location by the check-in deadline.

4.2 Our aircraft do not depart from the main terminals in Guernsey or Jersey. The check-in location will be included in your Booking Document. It is your responsibility to inform all passengers of the check-in location. The boarding location will be specified at the time of check-in.

4.3 Passengers must be present at the boarding location to watch the safety demonstration a minimum of 10 minutes before departure. We may refuse to carry any passengers who are not at the boarding location in time.

4.4 Prior to boarding, each passenger must present to the ground crew a government-issued form of identification such as a passport or driving licence.

## Article 5 Captain's discretion

The captain of the aircraft shall have absolute discretion:

- (a) To refuse any passenger(s), baggage or cargo;
- (b) To decide what load may be carried on the aircraft and how it is to be distributed;
- (c) To decide whether and when any flight may be safely undertaken and where and when the aircraft should be landed;
- (d) Generally as to all matters relating to the operation of the aircraft.

## Article 6 Cancellations and delays

### 6.1 Travel insurance

We strongly recommend that you and your passengers take out adequate travel insurance. We cannot accept responsibility for the consequences of any delays, diversions or cancellations due to conditions outside of our control.

### 6.2 Cancellation and delays

6.2.1 We will take all reasonable measures to avoid delaying your flight but shall be entitled to change the booked time of departure for any operational or safety reason or any other reason that is beyond our reasonable control.

6.2.2 If we cancel a service or delay a service for more than four hours, we shall use reasonable endeavours to carry you to your destination, or alternative destination, or you can elect to take a refund.

#### **6.4 Cancellation by the customer**

If you cancel your Booking the following will apply:

- (a) For cancellation more than 7 days before booked departure, either a credit to your account in the full amount of the Charter Price or a full refund;
- (b) For cancellation less than 7 days but more than 72 hours before booked departure, either a credit to your account in the full amount of the Charter Price or a refund of 75% of the Charter Price;
- (c) For cancellation less than 72 hours but more than 48 hours before booked departure, either a credit to your account in the full amount of the Charter Price or a refund of 50% of the Charter Price;
- (d) For cancellation less than 48 hours before booked departure, a credit to your account for 50% of the Charter Price.

Account credits may be applied to a future booking in the next 12 months. After 12 months, the credit shall expire.

## **Article 7 Baggage**

### **7.1 Hold baggage**

Baggage will be accepted for transportation by travelling passengers only. Please refer to our website for current allowable baggage dimensions. The aircraft loading and performance calculations are based on it carrying 180 kg worth of hold baggage, which equates to 20kg per person based on a travelling group of 9 passengers. Additional baggage may be carried and you are advised to specify any such requirements at the time of booking.

### **7.2 Items you must not carry in hold or hand baggage**

You must not include in your baggage:

- Items which are likely to put the aircraft, people or property on board in danger. These include items shown in the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations:
- Items which are reasonably considered by us to be unsuitable for carriage because they are dangerous, unsafe or by reason of their weight, size, shape or character, or which are fragile or perishable;
- Firearms and ammunition; unless for sporting purposes and with prior approval of Waves. The customer is responsible for supplying all necessary government authorisations.
- Items you are forbidden from carrying by law.

### **7.3 Carriage of specialist equipment**

If any passengers intend to carry golf clubs and other specialist sports equipment you must advise us at the time of booking. Waves reserves the right to require delivery of such equipment to the airport in advance of the booked time of departure and will inform you of any such requirement at the time of booking.

### **7.4 Right to refuse carriage of baggage**

We may refuse to carry as baggage any item reasonably considered by us to be unsuitable for carriage because of its size, shape, weight, content, character, for safety or operational reasons.

### **7.5 Right of inspection**

For reasons of safety and security all passengers and any baggage or personal items brought on board the aircraft are subject to inspection as may be required by law or as may be determined necessary by the flight crew. The Carrier reserves the right to refuse to carry any passenger who refuses to allow such an inspection.

### **7.6 Liability**

In the event a search or scan causes Damage to you, or an x-ray or scan causes damage to your Baggage, we shall not be liable for such Damage unless due to our fault or negligence. We shall not be liable for any articles removed from your Baggage, or those that are damaged or destroyed by airport security personnel.

## Article 8 Animals

8.1 Animals will only be carried with our prior agreement and subject to the rules and conditions applicable to the origin and destination of travel.

8.2 Animals will be subject to an additional charge, save for service animals which may be carried at no extra charge.

8.3 Ordinarily only one animal can be accepted per flight. Two small animals from the same family may be able to travel in the same cage subject to size restrictions.

8.4 There are restrictions on the size of animal we are able to carry. Please contact us for advice in advance.

8.5 We reserve the right to refuse to carry an animal if it is considered unsafe for any reason, is over a certain size or weight, of a particular breed, or for any other safety or operational reasons.

8.6 If travelling with an animal you will be subject to an earlier check-in time. We will advise you further at the time of booking.

8.7 If travelling with a dog, you may be required to muzzle your dog from the time that you check in until the animal. Muzzles should always be provided by you.

8.8 You will be required to provide a waterproof blanket to place underneath your animal during transport.

8.9. You shall be responsible for obtaining all relevant licences and documentation to enable your animal to travel. You shall be responsible for paying the costs or other charges assessed against us by any authority as a result of your failure to ensure the correct licence and documentation is in place, and for the costs and charges incurred by us in detaining, housing, and transporting your animal back to its point of origin.

8.9 You shall be responsible for any costs incurred by us in the event that your animal causes soiling of or damage to the aircraft.

8.10 We shall not be liable for any loss, damage or expense suffered by or relating to the carriage of animals whatsoever or howsoever caused.

## Article 9 General

### 9.1 General

Passengers are responsible for obtaining and presenting all required travel documents and visas and shall permit us to take and retain copies of those documents. Passengers are responsible for complying with all applicable laws, regulations, orders, demands and travel requirements. We shall not be liable for the consequences to any passenger resulting from any failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

### 9.2 Refusal of entry

If a passenger is denied entry into any country, the passenger will be responsible for paying any fine or charge assessed against us by the government concerned and for the cost of transporting the passenger from that country.

### 11.3 Passenger responsible for fines, detention costs, etc.

If we are required to pay any fine or penalty or to incur any expenditure by reason of a passenger's failure to comply with laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents, we shall be reimbursed on demand, any amount so paid or expenditure so incurred. We may apply towards such payment or expenditure any funds in our possession or held on account.

### 11.4 Waves' decision final

We are not liable if we determine that what we understand to be applicable law, government regulation, demand or order or requirement requires that we refuse to carry a passenger.

### 11.5 Personal data

Your Booking will be recorded in our computer system. You recognise that passengers' personal data has been given to us for the purposes of making a Booking, accounting and billing, developing and providing services, safety, security, health and legal reasons, customer relations, facilitating immigration and entry procedures, and making available such data to government agencies, in connection with your travel. For these purposes, each passenger authorises us to retain and use such data and to transmit it to our own offices, authorised agents, government agencies, or the providers of the above-mentioned services.



## 11.6 Staff and crew positioning

We reserve the right to carry Waves staff and crew on your flight where there is space available in the cabin. Please advise us at the time of booking if you would prefer that crew or staff did not travel with you.

## Article 10 Liability for Damage

### 10.1 General

10.1.1 Waves shall maintain in full force and effect during the performance of the flight insurance cover in compliance with all relevant statutory provisions and hereby limits its liability for death or personal injury of any passenger, or damage to baggage carried to the extent permitted by law.

12.1.2 Save as otherwise expressly provided in these Conditions of Carriage, Waves shall not be liable to you or any passenger in any manner whatsoever (whether in the law of contract, tort or otherwise) in respect of any loss, damage or injury, whether direct, indirect, economic, consequential or of any other kind whatsoever arising out of or in connection with any Booking or carriage.

12.1.3 We are not responsible for any illness, injury or disability, including death, attributable to your or any other passenger's physical condition or for the aggravation of such condition.

### 12.2 Baggage

12.2.1 We will not be liable for damage to any baggage.

12.2.2 We are not liable for any damage caused by baggage. Passengers shall be responsible for any damage caused by their baggage to other persons or property, including our property.

## Article 11 Unaccompanied minors

11.1 Unaccompanied minors are accepted for travel if the following conditions are met:

- (a) Minors under the age of five (5) years of age are not accepted for travel unaccompanied.

- (b) The unaccompanied minor must be brought to the aircraft by a parent or other responsible adult who must provide us with a name, address and phone number of the parent or other responsible adult who will meet the unaccompanied minor upon disembarkation at the minor's destination.
- (c) The parent or responsible adult must show proper identification in order for the unaccompanied minor to be released into this or her custody at the minor's destination.
- (d) Unaccompanied minors will be in the presence of a Waves representative for the trip at all times.

11.2 Waves assumes no responsibility for unaccompanied minors beyond those applicable to an adult passenger.

## **Article 12 Other Terms and Conditions**

These Conditions of Carriage are in addition to any other Terms and Conditions set out by Waves including but not limited to Credit Account Terms and Conditions, and Valet Parking Terms and Conditions.