



Picquet House, South Esplanade, St Peter Port, Guernsey, GY1 1AF
Email: hello@flywaves.gg Telephone: 0808 164 8969

Conditions of Carriage for Seat Bookings

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 operated by Waves Technologies Limited, WCI Limited, WO1 Limited.

Please read these Conditions of Carriage carefully and make sure you understand them before booking any Services with us. These Conditions of Carriage are to be read in conjunction with your Booking Document.

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

"We", "our", "us", and "Waves" is Waves Technologies Limited, WCI Limited, WO1 Limited, and/or any other subsidiaries or divisions thereof. Our registered address is Picquet House, South Esplanade, St Peter Port, GY1 1AF Guernsey.

"You", "your" is any person, except members of the crew, carried or to be carried in an aircraft. (See also definition for "Passenger").

BAGGAGE is your personal property accompanying you in connection with your trip. 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 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 Passenger's name and Service information.

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

CHECK-IN DEADLINE is the time limit specified by us by which you must have completed check-in formalities.

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.

EXCESS BAGGAGE is any bags carried by passengers over and above their permitted 'free' baggage allowance. The current free allowance is clearly stated on the company's website and will be confirmed at the time of booking.

HAND BAGGAGE is any of your Baggage other than Hold Baggage.

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

PASSENGER is any person, except members of the crew, carried or to be carried in an aircraft with our consent. (See also definition for "you", "your").

SERVICE means the air taxi service provided by Waves for the carriage of passengers to an elected destination.

TARIFF means the fares, charges and/or related conditions applicable to the Booking.



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Article 2 When these Conditions of Carriage apply

2.1 General

Except as provided elsewhere in these Conditions of Carriage, our Conditions of Carriage apply to all carriage by air of Passengers and Baggage performed by us and to any liability we may have in relation to that carriage.

2.2 Gratuitous carriage

These Conditions of Carriage apply to gratuitous carriage except to the extent that we have provided otherwise in the relevant contracts, passes or Booking Documents.

2.3 Conditions of Carriage subject to change

These Conditions of Carriage are subject to change without notice; provided that no such change shall apply after the carriage hereunder has commenced.

2.4 Overriding law and entire agreement

These Conditions of Carriage are applicable unless they are inconsistent with our Tariffs or applicable law in which event such Tariffs or law shall prevail. If any provision of these Conditions of Carriage is invalid under any applicable law, the other provisions shall remain valid.

Article 3 Your Booking

3.1 General provisions

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

3.1.2 We will provide carriage only to the Passenger named in the Booking Document, and you may be required to produce appropriate identification.

3.1.3 You shall not be entitled to be carried pursuant to a Booking unless you provide positive identification and a valid Booking Document has been duly issued in your name.

3.1.4 You will be required to complete an identification procedure prior to your first journey with Waves. For all subsequent flights, you will be required to complete an identity verification procedure prior to travel.

3.2 Booking validity period

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

3.2.2 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 your time of travel are at our discretion.

Article 4 Fares and currency

4.1 Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination, unless otherwise expressly stated. Fares do not include ground transport service between airports and between airports and town terminals.



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4.2 Fares and any other applicable charges are payable in sterling. We may at our discretion, accept payment in another currency.

Article 5 Check-in and boarding

5.1 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 cancel your Booking and not carry you if you do not check in before the Check-in Deadline.

5.2 Our aircraft do not depart from the main terminals in Guernsey or Jersey. The check-in location/departure point will be included in your Booking Document. The boarding location will be specified at the time of check-in.

5.3 You must be present at the boarding location to watch the safety demonstration a minimum of 10 minutes before departure. We may refuse to carry you without refund if you are not at the boarding location in time.

Article 6 Our right to refuse to carry you

6.1 Right to refuse carriage

We may refuse to carry you and/or your Baggage if one of the following has happened or we reasonably believe might happen:

6.1.1 you use threatening, abusive or insulting words or behave in a threatening, abusive or insulting way to the crew, ground staff or other passengers;

6.1.2 you refuse to submit to a security or biometric check for yourself or your Baggage;

6.1.3 you endanger or affect the safety of the pilots or aircraft;

6.1.4 you endanger or affect the health, or materially affect the comfort of other passengers or crew;

6.1.5 you present a risk to yourself, passengers, crew, or property as result of your mental or physical state, including your impairment from alcohol or drugs;

6.1.6 you fail to pay the applicable fare or charges;

6.1.7 you fail to obtain the valid travel documents or refuse to surrender your travel documents to the aircraft crew when requested;

6.1.8 you fail to observe our instructions with respect to safety or security;

6.1.9 refusal to carry you is necessary (or we reasonably believe is necessary) to comply with any applicable government laws, regulations or orders;

6.1.10 you are, or we reasonably suspect you are, in the unlawful possession of drugs or other substances.

We will not be liable for any consequential loss or damage alleged due to any such refusal to carry.

6.2 Special assistance

Acceptance for carriage of unaccompanied children, incapacitated persons, pregnant women, persons with illness or other people requiring special assistance is subject to prior arrangement with us. Passengers with disabilities who have advised us of any special requirements they may have at the time of booking (including the need to be accompanied by specialist equipment or mobility aids) and been accepted by us, shall not subsequently be refused carriage on the basis of such disability or special requirements.



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Article 7 Baggage

7.1 Your free baggage allowance

You may carry some baggage, free of charge. Please refer to our website for current allowable baggage dimensions. You will be required to pay a charge for carriage of Excess Baggage. These rates are available from us upon request.

7.2 Items you must not carry in baggage

7.2.1 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;
- Items you are forbidden from carrying by law.

7.2.2 You must not include in your Hold Baggage any cash, passports or other identification documents, business documents, jewellery, computers, personal electronic devices or essential medication.

7.3 Carriage of specialist equipment

Passengers carrying golf clubs and other specialist sports equipment must advise us at the time of booking. Waves reserves the right to require delivery of such equipment to the airport in advance of your journey and will inform you of any such requirement at the time of booking. The equipment will be carried as Excess Baggage in accordance with Article 7.1.

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, or if it will affect the comfort of other passengers.

7.5 Right of search

For reasons of safety and security we may request that you permit a search and scan of your person and a search, scan or x-ray of your Baggage. If you are unwilling to comply with such request we may refuse to carry you and your Baggage. 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.

7.6 Hold and Excess Baggage

7.6.1 Hold Baggage falling within the free baggage allowance will, whenever possible, be loaded into the hold and carried on the same aircraft as you. If Hold Baggage is carried on a subsequent Service we will deliver it to you, unless applicable law requires you to be present for customs clearance.

7.6.2 Excess Baggage will only be accepted when space is available and upon payment of a fee. Please contact us for further information.

7.6.3 You will be responsible for your Baggage at all times. You will be required to identify your Hold Baggage at the aircraft steps prior to it being loaded into the aircraft hold.



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7.7 Hand baggage

7.7.1 Hand Baggage must fit under your seat. If your Hand Baggage cannot be stored in this manner, or is of excessive weight, or is considered unsafe for any reason, it must be carried as Hold Baggage.

7.7.2 We maybe able to carry objects not suitable for carriage in the hold (for example, if fragile or delicate) in the cabin. Please contact us for further information.

7.8 Items removed by security personnel

We will not be responsible for, or have any liability in respect of articles removed from your Baggage, or those that are damaged or destroyed by airport security personnel.

Article 8 Animals

Animals will only be carried with our prior agreement.

Article 9 No Show, Cancellations and Delays

9.1 Travel insurance

Waves strongly recommends adequate travel insurance. We cannot accept responsibility for the consequences of any delays, diversions or cancellations due to conditions outside of our control.

9.2 Departure times

9.2.1 We do not operate a timetable or schedule, and any existing bookings shown on our website are subject to change and do not form any part of your contract with us.

9.2.2 For operational reasons, we may need to change the departure time subsequent to confirmation of your Booking. We will endeavour to notify you of any such changes using the contact information you provided to us at the time of Booking. If, after you make your Booking, we make a significant change to the departure time, which is not acceptable to you, and we are unable to agree an alternative departure time which is acceptable to you, you will be entitled to a refund.

9.2.3 Your failure to be at the point of check in a minimum of 15 minutes before departure may result in your Booking being cancelled with no refund payable.

9.3 Cancellation and delays

9.3.1 We will take all reasonable measures to avoid delay in carrying you and your Baggage.

9.3.3 Except for circumstances beyond our control, including (without limitation), the acts or omissions of third parties, technical issues affecting the aircraft, weather conditions, natural disaster or the act of any authority, if we cancel or delay a Service by more than four hours or fail to stop at your destination, we shall use reasonable endeavours to carry you on another Service to your destination, or you can elect to take a refund. We shall have no further liability to you for any loss howsoever arising.

Article 10 Refunds and Booking Amendments

10.1 General

10.1.1 In general Bookings are non-refundable.



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10.1.2 Bookings may be amended in certain circumstances. Please contact us for further information.

10.2 Right to refuse amendments

10.2.1 We reserve the right to refuse amendments to a Booking where requests are made within the 24 hours before departure.

10.2.2 Where a Booking has been amended in accordance with Article 11 we reserve the right to refuse any subsequent and/or further amendments to that Booking.

Article 11 General

11.1 General

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

11.2 Refusal of entry

If you are denied entry into any country, you will be responsible for paying any fine or charge assessed against us by the government concerned and for the cost of transporting you 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 your failure to comply with laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents, you shall reimburse us on demand, any amount so paid or expenditure so incurred. We may apply towards such payment or expenditure any of your funds in our possession.

11.4 Customs inspection

If required, you shall attend inspection of your Baggage, by customs or other government officials. We are not liable to you for any loss or damage suffered by you in the course of such inspection or through your failure to comply with this requirement.

11.5 Security inspection

You shall submit to any security checks by governments, airport officials, or by us.

11.6 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.

11.7 Personal data

Your Booking will be recorded in our computer system. You recognise that 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, you authorise 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.

Article 12 Liability for Damage

12.1 General



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12.1.1 Waves shall maintain in full force and effect during the performance of the Service 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 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 Service.

12.1.3 We are not responsible for any illness, injury or disability, including death, attributable to your 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 your Baggage. You shall be responsible for any damage caused by your Baggage to other persons or property, including our property.

12.2.3 We shall have no liability whatsoever for damage to articles not permitted to be contained in Baggage under Article 7.2, including fragile or perishable items, items having a special value, such as money, jewellery, precious metals, computers, personal electronic devices, negotiable papers, securities, or other valuables, business documents, passports and other identification documents, or samples.

12.2.4 We are not liable for any damage arising from our compliance with or your failure to comply with applicable laws or government rules and regulations.

12.2.5 The contract of carriage, including these Conditions of Carriage and exclusions or limits of liability, applies to our authorised agents, servants, employees and representatives to the same extent as it and they apply to us. The total amount recoverable from us and from such authorised agents, employees, representatives and persons shall not exceed the amount of our own liability, if any.

Article 13 Time Limitations on Claims and Action

13.1 Notification of claims

Acceptance of Baggage without complaint at the time of collection is sufficient evidence that the Baggage has been carried in accordance with these Conditions of Carriage. If you may wish to file a claim or an action regarding damage to Baggage, you must write and complain to us as soon as possible and in any event within 7 days of receipt.

13.2 Limitation of actions

Any right to damages and/or compensation shall be extinguished if an action is not brought within two years of the date of arrival at destination, or the date on which the aircraft was planned to arrive, or the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court where the case is heard.

Article 14 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.