



TERMS AND CONDITIONS:

Definitions:-Heli-Power Ltd - Indicates a reference to Heli-Power Limited, and our associated trading names (and 'us' and 'our' shall be construed accordingly) - YOU / YOUR - Indicates a reference to You, Your Travelling Party, and any persons associated with

Booking.- OUR AGENT / SUPPLIER - Indicates a reference to our supplying Agent/Provider of Transportation/Provider of Crew and their respective employees. Other definitions will be defined as and when they are used.

1. By YOU placing a booking with Heli-Power Ltd, YOU are confirming YOU have read, understand and agree to abide by these Terms and Conditions (Sections 1-22). Please ensure YOU understand them fully prior to placing a booking with Heli-Power Ltd.

2. By asking Heli-Power Ltd to confirm YOUR booking, YOU are accepting the terms of this Agreement, which incorporate the information, restrictions and obligations detailed herein. YOU thereby agree to abide to the entire agreement between Heli-Power Ltd and YOU with regard to YOUR booking and your travel arrangements. YOU also consent to Heli-Power Ltd processing personal information about YOU, should this be provided to Heli-Power Ltd

3. YOUR contract with Heli-Power Ltd shall be governed by and construed in accordance with the laws of Northern Ireland and the parties submit to the exclusive jurisdiction of the Courts of Northern Ireland in respect of any dispute.

4. As a booking requires a final payment to be made by YOU when taking supply of the booked aircraft(s) on the day of hire, all Bookings must be made by, and under the name of, the Card holder (YOU), who will be named as 'party leader'. Heli-Power Ltd must speak to the card holder to confirm IDENTITY prior to any payment being taken by Heli-Power Ltd Heli-Power Ltd may also request YOUR year of birth ONLY, prior to YOUR booking being accepted.

5. YOU shall ensure that each passenger is in normal health, capable of undertaking the flight contemplated and in possession of all documents etc. enabling YOU to comply with all formalities, regulations etc. whatsoever and whosoever both in respect to yourselves and your baggage, and YOU are responsible for all charges in this connection.

6. You must ensure that your baggage does not contain anything of a hazardous nature or of a nature prohibited

by any country or state involved and that the passengers are not accompanied by animals of any kind.

7. If Heli-Power Ltd is fined or has to meet expenses etc. due to non-compliance on YOUR part, you shall indemnify Heli-Power Ltd for all such fines, expenses and/or additional costs.

8. Heli-Power Ltd reserve the right to refuse or terminate a booking should Heli-Power Ltd believe a booking has been placed using deceptive or fraudulent means, and additionally to instruct relevant authorities to Deceptive methods used to obtain products or services with Heli-Power Ltd or OUR AGENT / SUPPLIER(s) by YOU.

9. All bookings are subject to a booking fee + VAT which is payable in advance. YOUR booking cannot be confirmed until this deposit has been paid by YOU, in full, to Heli-Power Ltd are unable to refund this deposit except in exceptional circumstances.

10. Heli-Power Ltd will not be held responsible for financial or personal loss to YOU in the event of mechanical failures and events beyond Heli-Power Ltd control, regardless of whether this effects timings of pick-ups and/or cancellation of the hire by OUR AGENT / SUPPLIER(s) at immediate or limited notice to YOU, whether YOUR hire period has indeed begun or not. Events beyond OUR control include (but are not limited to) war, threat of war, riots, civil disturbances, terrorist activity, industrial disputes, natural and nuclear disasters, frost, ice, re, epidemics, technical problems with transport including changes due to rescheduling or cancellation of hire by Heli-Power Ltd or one of OUR AGENTS or alteration of the aircraft or aircraft type for reasons beyond OUR control or that of OUR AGENT / SUPPLIER(s); closed or congested roads in villages, towns and cities, closed airspace, hurricanes, other actual or potential severe weather conditions (whether materialised or not), and any other similar events.

11. Should YOUR booked aircraft later become unavailable, Heli-Power Ltd will endeavour to match or exceed YOUR booked aircraft with an equivalent or better model. Heli-Power Ltd are unable, therefore to guarantee any specifications to aircrafts, including (but not limited to); interior features, appearance and model of YOUR aircraft.

12. Cancellations: Cancellations will only be accepted via Telephone Conversation with YOU (the Party Leader), or



via Written Letter from YOU (the Party Leader).

Cancellations will not be accepted via e-mail. How YOU will be charged for a cancellation depends on how many days before YOUR booked travel date Heli-Power Ltd receive YOUR cancellation notice, as set out below. The cancellation charge will be a percentage of the total cost of YOUR booking, as quoted by Heli-Power Ltd. This will be in addition to YOUR deposit, which is retained on cancellation in any event.

AMOUNT PAYABLE BY YOU (THIS IS IN ADDITION TO ANY DEPOSITS PAID TO HELI-POWER LTD IN RESPECT OF CANCELLATIONS MADE WITHIN THE FOLLOWING TIME PERIOD OF YOUR ALLOCATED BOOKING:

- More than 99 days Loss of Deposit Only
- 30 - 60 days 50% of Total Booking Cost
- 7 - 30 days 75% of Total Booking Cost
- 7 - 0 days 100% of Total Booking Cost

Cancellations once Heli-Power Ltd has made the provision of the helicopter will be YOUR responsibility. Helicopter provisions charges quoted are PLUS VAT at 20%. YOU will incur a charge of £350.00 EACH day the helicopter is on standby if the helicopter does not fly.

12. Amendments:

Amendments to YOUR booking are permitted no later than 7 days prior to hire. An amendment is classed as a change to your original booking, requiring a new booking confirmation to be issued by Heli-Power Ltd. Please note that in some instances, a Major Change (such as dates, times and changes by YOU to the aircraft hired) will be classed as a CANCELLATION, and our CANCELLATION policy (Section 12) will apply accordingly. An Amendment Fee is charged for EACH amendment made to YOUR booking. An amendment fee will be charged in addition to any amendment costs resulting in an increase to the cost of hire (such amendment costs are payable by YOU). All amendments charges quoted are PLUS VAT at 20%. Please note that any amendments MUST be made prior to your booking and will be subject to availability. Should Heli-Power Ltd be unable to proceed with an Amendment, and you wish to cancel your booking, our standard cancellation policy will apply, in line with your original booking.

- Change of Name £35.00
- Change of Pick-Up Address £35.00
- Change of Destination Address £35.00
- Change of Pick-Up Date £50.00

- Change of Return Date £50.00
- Change of Pick-Up Time (Same Day) £35.00
- Change of Drop-Off Time (Same Day) £35.00
- Change of Pick-Up Date & Time (Alternative Day) £50.00
- Change of Return Date & Time (Alternative Day) £50.00
- Change in number of Passengers £30.00 (per passenger)
- Change in number of Passengers & Change to Aircraft TYPE booked (Resulting in upgrade to Aircraft Size / Specification) £50.00
- Change in number of Passengers & Change to Aircraft TYPE booked (Resulting in downgrade to Aircraft Size / Specification) £75.00
- Change to Aircraft Type (Upgrade Aircraft Size / Spec) £25.00
- Change to Aircraft Type (Downgrade Aircraft Size / Spec) £75.00

13. Heli-Power Ltd reserve the right to change the aircraft requested for a hire by YOU at any time. Heli-Power Ltd will only do so if Heli-Power Ltd feels the requested aircraft is unfit to carry YOU and YOUR passengers and will do our best to replace the aircraft with an identical model, however cannot guarantee to do so. By placing a booking, YOU are confirming YOU are accepting this policy, and Heli-Power Ltd will not be held responsible for claims regarding this policy by YOU against Heli-Power Ltd or our AGENT.

14. Use of prohibited substances and smoking in any of OUR or AGENT aircrafts is banned at all times. Should our pilots become aware of any such transgressions from YOU, Heli-Power Ltd or our AGENT will reserve the



right to cancel the hire with immediate effect and eject all passengers at the first safe place to do so. Heli-Power Ltd will not be held accountable for any resulting travel costs and Heli-Power Ltd will inform relevant authorities, passing on relative booking details for breaches of UK Law. This includes the newly introduced Smoking Law in the UK. YOU indemnify Heli-Power Ltd against any liability in doing so, by agreeing to these Terms and Conditions.

15. Any damage caused to the aircraft by any member of YOUR party shall become the sole responsibility of YOU (the Party Leader). Any costs associated with repairs and damage must be paid by YOU (the Party Leader) in the time frame specified by the AGENT. An additional daily charge may be imposed should the aircraft be taken out of commission a daily hire rate effective to that aircraft. Criminal damage may be reported to relevant persons/authorities, should Heli-Power Ltd feel this is necessary.

16. If YOU have a complaint about YOUR arrangements whilst travelling, YOU must immediately notify the SUPPLIER of the service in question locally. If OUR AGENT is unable to resolve the problem immediately, and a member of OUR staff is not available, YOU should contact Heli-Power Ltd as soon as possible by telephone and Heli-Power Ltd will endeavour to assist within Customer Service office hours (9.30am until 5.30pm Monday - Friday). OUR offices are unable to assist with this type of enquiry on Saturdays, Sundays and Bank Holidays. If YOU are still not satisfied on YOUR return, YOU must write to OUR Customer Service Department at the address given at the end of these Terms and Conditions, or e-mail Heli-Power Ltd by replying to YOUR original booking, within 7 days of returning from YOUR hire, to allow YOUR complaint to be investigated by Heli-Power Ltd properly. Please write YOUR booking reference number on YOUR letter or e-mail, and include YOUR daytime and evening telephone numbers. Failure to supply any part of this information will result in Heli-Power Ltd dismissing YOUR complaint. If YOU do not give Heli-Power Ltd or OUR AGENT the opportunity to resolve any problem locally by reporting it to OUR AGENT (during the hire period), then Heli-Power Ltd may not be able to deal positively with any complaint on YOUR return, and dismiss any request from YOU for refunds and/or compensation.

17. Heli-Power Ltd accepts no responsibility in respect of claims made by AGENTS or SUPPLIERS in respect of passengers. Any comments made by AGENTS or SUPPLIERS will be classed as a personal opinion and will not represent OUR views. Heli-Power Ltd will book an

aircraft based on the number of passengers that YOU have stated will be travelling.

18. Conduct While Travelling. Heli-Power Ltd and OUR AGENTS reserve the right to refuse to accept YOU as a customer or continue dealing with YOU if YOUR behaviour is disruptive, or should YOU appear to be under the in-sequence of prohibited substances, or licensed substances causing a detrimental effect on YOU. Additionally, racially aggravated, sexist and other derogatory comments and behaviour will not be tolerated under ANY circumstances. If a pilot deems any person(s) travelling in YOUR group to be posing a danger, or to be acting in an inappropriate manner to OUR AGENTS or SUPPLIER, or any other member of YOUR group, OUR AGENT reserves the right to terminate the booking with immediate effect at the safest point to do so. They may also be instructed to do so by our office, should such advice be sought by OUR AGENT. No refund will be given in these circumstances and Heli-Power Ltd cannot be held responsible for any associated costs incurred by YOU. No correspondence will be entered in to by Heli-Power Ltd or OUR AGENT should this situation arise. This applies both prior to and post travel and includes threatening or abusive behaviour towards OUR staff or AGENTS on the telephone, in writing or in person. If you are disruptive and this means you are not allowed to board the aircraft outbound from YOUR pickup, Heli-Power Ltd will treat YOUR booking as cancelled by YOU from that moment, and YOU will have to pay full cancellation charges (see section 9). If this occurs at YOUR destination point then YOU will become responsible for YOUR own return home and any other members of YOUR group who cannot or will not travel without YOU. In any circumstance mentioned in section 17, NO refunds or compensation will be paid to YOU and additionally, Heli-Power Ltd may make a claim against YOU for any costs and expenses incurred as a result of YOUR behaviour (e.g. the cost of diverting the aircraft for YOU). Criminal proceedings may also be instigated by Heli-Power Ltd against YOU.

19. Heli-Power Ltd recommends adequate insurances are in place for events and special occasions booked by YOU. Therefore Heli-Power Ltd recommends YOU speak to YOUR Insurance Advisor to ensure adequate cover is arranged for YOUR event / occasion. Heli-Power Ltd, OUR AGENTS and STAFF are not authorised to discuss



relevant insurance options with YOU, nor do Heli-Power Ltd offer this type of insurance, and are unable to offer guidance on obtaining cover.

20. Heli-Power Ltd reserves the right to alter or amend these terms and conditions at any time. Should Heli-Power Ltd decide to do so, Heli-Power Ltd will notify YOU of such changes no less than 10 days prior to YOUR event day. YOU have 7 Days in which to raise an objection to the amendments. Should Heli-Power Ltd not receive a reply from YOU then Heli-Power Ltd will assume YOU have accepted our new Terms and Conditions, and no correspondence will be entered in to.

21. Terms used within YOUR booking may affect the type of hire YOU have booked; 'LOCAL AREA' relates to a 5 mile radius, in and around YOUR original pick-up address; 'CONTINUOUS HIRE' states an amount of time this aircraft is hired to YOU - this does not mean unlimited use of the aircraft unless clearly shown on YOUR Booking Confirmation. Unless indicated upon YOUR booking form, any requests made at the time of booking must be detailed on YOUR confirmation. If something appears to be incorrect, or indeed missing, then please reply to YOUR booking confirmation immediately with the correct details.

22. No part of these Terms and Conditions affects YOUR rights as a consumer. These Terms and Conditions are in addition to YOUR rights as a consumer.

VOUCHERS AND TRIAL LESSONS

Contract Heli-Power Ltd a company incorporated in Northern Ireland under the companies' order 1986 and is limited by shares, company regnum-NI627841. Once Heli-Power Ltd has received payment for your experience the contract for the experience is between you and Heli-Power Ltd.

Heli-Power Ltd gift packs contain a gift card which is evidence of payment for, and entitlement to, a given experience or gift. Each voucher carries a unique number, which must be quoted when dealing with Heli-Power Ltd and its operators. Vouchers and the associated references must be kept safely and securely.

Heli-Power Ltd cannot accept responsibility for any loss you may incur as a result of voucher theft, impersonation or identity fraud. The voucher should be taken on the day of the experience and surrendered to the operator or alternatively sent to Heli-Power Ltd if requested to secure the booking (we would recommend sending vouchers by secure mail as they are not replaceable if lost).

1. Availability

The recipient is free to book their preferred date from our schedule (available on our website or on request) within the validity period, Christmas vouchers and special offers may be subject to further terms and conditions (available on request). Purchase of a voucher means you formally accept to be bound by these terms. Experiences are subject to availability and, may be subject to weather conditions (if your experience is weather dependant we advise telephoning our office before you set

out to travel to our facilities to confirm that the event will take place). To avoid disappointment we recommend that customers book well in advance, at least 2-3 weeks for the majority of experiences.

During peak periods it may be necessary to allow a longer notice period although Heli-Power Ltd may occasionally be able to fit in a booking at short notice. We recommend booking as early as possible as you must have undertaken your experience before the expiry date of your voucher which will be 9 months after the date of purchase and may be detailed in your gift pack. We strongly advise that you do not make any travel, accommodation or other arrangements until you have received confirmation of your booking from Heli-Power Ltd as we cannot be responsible for any associated costs that may arise in this case.

2. Restrictions

Most vouchers are subject to restrictions, these include (but are not limited to) age, height, weight, physical and medical restrictions, so please check before making your booking. It is your responsibility to ensure that you purchase a gift voucher appropriate for the intended recipient and it is the responsibility of the recipient to ensure that the restrictions are not prohibitive. If you are unsure of the suitability please telephone and we will be happy to advise you.

3. Prices & Locations

All locations and prices are correct at the time of going to press but may change or be withdrawn for reasons beyond our control. We are not responsible. Orders The placing of an order does not constitute the creation of a contract and Heli-Power Ltd reserves the right to decline to process an order for any reason whatsoever. If an order cannot be fulfilled for any reason, Heli-Power Ltd will refund all monies within 30 days. The placing of an order constitutes your acceptance of Heli-Power Ltd Terms & Conditions of trading. For the protection of our customers, Heli-Power Ltd reserves the right to



undertake additional security checks and if necessary delay despatch of the order or delivery of the experience.

4. V.A.T

Prices shown include V.A.T at rates(if applicable) on the day of purchase.

5. Experience Descriptions, Formats and Durations.

Details of experience description, format and timings given on any Heli-Power Ltd websites and in any other literature are intended only to present a general idea of the experience, and shall not be considered binding. In particular, photographs are for illustrative purposes only and do not form part of any contract between you and Heli-Power Ltd. As Heli-Power Ltd offers experiences at a number of venues, details such as session lengths, itineraries, equipment used and numbers of participants may vary from location to location. Most experiences will be open days meaning that other members of the public will be taking part too. This could mean taking your turn with other members of the public. Delays, curtailments and breakdowns are not within Heli-Power Ltd control and therefore we cannot be held liable if these should occur. Please note that we reserve the right to alter any part of the experience where such an alteration has been imposed. We cannot be held responsible for descriptions on any 3rd party or agent sites.

6. Vouchers

Heli-Power Ltd gift cards are valuable documents and cannot be replaced if they are lost, damaged or stolen and are invalid if altered or tampered with. Heli-Power Ltd holds no liability in these circumstances.

7. Validity

Each Voucher is generally valid for a period of 9 months from date of purchase unless otherwise stated. Experiences must be booked and undertaken prior to the expiry date, otherwise the voucher will be deemed to be invalid and no liability will be accepted by Heli-Power Ltd. Heli-Power Ltd have a data-base which records the date of purchase on each gift card your vouchers official expiry date will be determined by our system.

8. Extensions

Most vouchers may be extended at Heli-Power Ltd's absolute discretion for a period of 1 month upon payment of a £25.00 administration fee. This fee, along with the original voucher, must be returned to Heli-Power Ltd for an extension to be processed. If the

activity has increased in price, you will have to pay the difference between the old and the new price. Once a voucher has been extended it cannot be exchanged or refunded. Please note that expired vouchers, promotional vouchers cannot be extended under any circumstances.

9. Exchanges

A voucher may be exchanged for a different experience or gift, subject to the payment of any difference in price, provided the gift card has been purchased directly from Heli-Power Ltd. If the chosen experience is of a lower value then no change will be given. The exchange must be made before the expiry date printed on the front of the voucher and the exchanged voucher will retain the same expiry date which is 6 months from the date of purchase. A voucher cannot be refunded once it has been exchanged.

10. Refunds

A full refund is available within 14 days of purchase for vouchers purchased direct from Heli-Power Ltd. A refund can only be made to the purchaser and if payment was originally made by credit/debit card the refund will be made to the same card and the appropriate administration charges imposed. A refund cannot be given once a booking for an experience has been made or on extended, expired or exchanged vouchers, and any bought more than 14 days ago. Refunds are not given for mailing, fulfilment and express carriage charges or personalised items. A voucher purchased through a retailer or other reseller will be subject to that retailers refund policy. Cash Value Gift Vouchers and Cards All cash value vouchers and cards are non-refundable. Gift cards must be kept safe and treated as cash as the balance cannot be returned if lost or stolen. Heli-Power Ltd is not responsible for any unauthorised use of a cash voucher or gift card. All gift cards expire 9 months after date of purchase which will be noted in your gift pack which will be posted to your address, gifts and experiences must be used within this timeframe as gift cards cannot be extended or refunded under any circumstances. Your gift card is not a credit, debit or cheque guarantee card. It cannot be exchanged for cash and no change will be given. Experience supply once a booking has been made with Heli-Power Ltd the participant is bound by the Terms and Conditions of Heli-Power Ltd. By purchasing or redeeming a voucher you acknowledge that the experiences are dependent on certain factors beyond the control of Heli-Power Ltd and agree that Heli-Power Ltd is not to be held liable to any costs incurred by third parties for the cancellation, postponement or alteration of any experience for reasons beyond reasonable control (including but not



limited to weather-related reasons, mechanical failure, location changes or otherwise). If mechanical breakdown should occur you should expect reasonable substitutions without notice. Please note that experiences and other products are subject to change without notice. This does not affect your statutory rights.

11. Cancellation by Heli-Power Ltd

If an experience is cancelled by Heli-Power Ltd either before or on the day of the event due to circumstances beyond their control, Heli-Power Ltd will arrange to rebook the participant at a mutually agreed time. Heli-Power Ltd cannot be held liable for any costs including (but not limited to) travel expenses or pre-booked accommodation costs incurred by the participant in the event of a cancellation by Heli-Power Ltd, and total liability for any claim in connection with an Heli-Power Ltd experience shall be limited to the price paid for the experience card/voucher.

12. Cancellation by participants

Once you make a booking with Heli-Power Ltd you are bound by their terms and conditions. Make sure you understand our rules regarding changing or cancelling a booking (particularly at short notice) as a refund will not be offered in the case of infringement of these terms and conditions. Heli-Power Ltd Cancellation Indemnity policy may provide a replacement voucher in the event of cancellation by the participant owing to circumstances beyond their control which is at the discretion of Heli-Power Ltd.

13. Liability Cover

Heli-Power Ltd agrees to indemnify participating voucher holders against damage to equipment they use, and against liabilities to third parties, subject to limits and compliance with our rules, terms and conditions, which may vary between experiences. We also hold cover, subject to terms and limits, for contingent liabilities arising at Heli-Power Ltd.'s facilities. Problems on the Day We welcome your feedback on all of our experiences. If you encounter a problem on the day, please immediately bring it to the attention of the host or manager at the venue so that they have a chance to put matters right. If you have attempted resolution but the problem was not resolved on the day, please write to us within 1 week of your experience (providing your voucher reference, participant and venue details, including who you spoke to on the day) and we will be happy to take the matter further. The address to write to is; **Customer Services, Heli-Power Ltd. 61 Portaferry RD, Newtownards, Co Down BT23**

14. Competition Prizes, Special Offers and Promotional Vouchers.

These vouchers may have restrictions including (but not limited to) dates and times of use, validity periods and experience content so please be sure to check these before purchasing or telephone our offices on 0289181971 if you are in any doubt. Competition Prizes, Special Offers and Promotional Vouchers cannot be refunded, exchanged or extended unless otherwise specified.

15. Discount Codes & Entitlements

Heli-Power Ltd reserves the right to exclude any product from discount schemes. Only one discount code may be used per order. Discounts apply to new orders only and cannot be used against exchanges, extensions, money on account, delivery and fulfilment charges or any other facility provided by Heli-Power Ltd. You may be required to provide evidence of your entitlement to any discount.

16. Third Parties and Re-Sale

A person who is not named on the Heli-Power Ltd database as the recipient of experience voucher or recorded as the purchaser with Heli-Power Ltd has no right under the Contracts (Rights of third Parties) Act 1999 to enforce any terms and conditions of booking. A voucher which has been re-sold (for example, through Internet auction sites or by any other means) without our prior consent will be considered invalid and Heli-Power Ltd will not be under any obligation to provide any service.

17. Despatch

Heli-Power Ltd cannot be held responsible for any goods damaged in the post or any postal delays. These terms and conditions do not affect your statutory rights as a consumer, and are governed by and in accordance with UK law. The purchaser and voucher recipient agree that any problems fall under the jurisdiction of the UK courts. All the clauses and sub clauses in our terms and conditions are independent of each other. If one clause or sub clause is invalid or unenforceable, this will not affect any other clause or sub clause. These terms & conditions are subject to change the details listed above are the terms and conditions applied by Heli-Power Ltd. Your statutory rights are not affected.