

PLM DOLLAR GROUP LTD **(trading as PDG Helicopters)**

TRADING TERMS & **CONDITIONS**

1 - VALIDITY OF QUOTE

Unless otherwise stated, all quotes are valid for of 28 days.

2 - FLIGHT RULES

Helicopter charter is subject to the rules and regulations imposed by UK Air Law and the Civil Aviation Authority. Specific regulations regarding landing area rules, aircraft loading, low flying and pilot duty hours apply to all flights undertaken. In the interests of flight safety, and on behalf of PDG Helicopters, the pilot is the sole judge as to which rules and regulations are applicable.

3 - BOOKINGS

All bookings for flights must be confirmed to PDG Helicopters in writing (post, e-mail or fax) and under no circumstances shall PDG Helicopters be liable for their failure to provide an aircraft for any flight which has not been so confirmed.

4 - CHARGING RATES

A pre-booked flight for which a quotation has been given will be invoiced to the customer at the quoted price. Where the customer requires a change to the itinerary which was not envisaged in the quotation PDG Helicopters shall be entitled to charge at their normal rate for any additional time flown or expenses incurred including following a diversion to another airfield due to adverse weather or other operational reasons, outside of PDG Helicopters' reasonable control

Charter by Flying Time (Hourly Rate)

If an hourly rate of charge is quoted, it will be calculated by the elapsed time the aircraft rotor blades have been turning. All disbursements are charged. These are for example, airport/heliport landing charges, accommodation and field fuel facilities. A minimum flying hour charge may be quoted where extensive availability of the helicopter is required with little actual flying time involved.

Charter by Fixed Price

The quotation provides an all-inclusive price for a specific service of helicopter availability, flying time and ancillary costs. Any additional availability, flight or costs incurred due to the customer changing the requirements from that quoted will be subject to additional charge. Reduced requirements will not necessarily be subject to reduced charge, which will in

any case be solely at the discretion of PDG Helicopters.

5 - FLIGHT CANCELLATIONS

These Flight Cancellation conditions shall apply to all contracts for the charter of aircraft from PDG Helicopters and shall automatically form an integral part of any Agreement (defined below). No variation of the Conditions shall be effective unless agreed in writing by PDG Helicopters.

All cancellations shall be made to PDG Helicopters in writing (post, e-mail or fax) failing which no notice shall be deemed to have been given.

In the event of any cancellation of the Charter or any part of it by the Charterer, PDG shall be entitled to receive, as liquidated damages and not as a penalty, the following:

- (a) 10% of the Charter Price if notice of cancellation is received by PDG more than seven (7) days before scheduled departure;
- (b) 20% of the Charter Price if notice of cancellation is received by PDG less than seven (7) days but more than 48 hours before scheduled departure time;
- (c) 30% of the Charter Price if notice of cancellation is received by PDG less than 48 hours before scheduled departure time;
- (d) 60% of the Charter Price if notice of cancellation is received by PDG less than 24 hours before scheduled departure time; or
- (e) If no notice is given or be deemed to have been given, 90% of the total cost or the full charge for any flying which has been undertaken, whichever is the greater, will be payable by the customer.

In the event of cancellation or early termination of flights due to weather:

- PDG Helicopters will endeavour to re-assign bookings to a day/s of suitable weather, subject to helicopter and crew availability.
- Whilst PDG Helicopters will endeavour to advise of the likelihood of unsuitable weather, it accepts no responsibility for the accuracy of any forecast provided.
- PDG Helicopters reserves the right to charge for availability of the helicopter and costs already incurred on behalf of the customer.
- The pilot alone shall decide on the suitability of the weather for safe flight for any operation.

Under no circumstances shall PDG Helicopters be liable for loss incurred by customers or their passengers of whatsoever nature whether direct,

indirect or consequential by reason of the cancellation or delay of a flight howsoever caused.

6 - INSURANCE

PDG Helicopters will not seek to limit or exclude liability to you, your employees or your employees' families in the event you are injured or killed as a result of an accident on a flight by PDG Helicopters. However, if you cause or contribute to your injury or death by your own negligence, then PDG Helicopters may be exonerated from liability wholly or in part.

You will not be required to prove the negligence of PDG Helicopters for damages of less than SDR100,000 or its sterling equivalent of about £85,000. If your damages exceed this sum, we will have a chance to prove our freedom from negligence before your claim for the excess over SDR 100,000 can be met, subject always to the overall obligation to prove the extent of your loss.

If you or your family suffer immediate economic needs as a result of an accident then an advance payment of damages will be made by PDG Helicopters. In the event of death, this advance payment will be of not less than SDR 15,000 or its sterling equivalent of about £13,000 and must be made within 15 days of the establishment of the identity of the person entitled to it. Any sum paid in advance will have to be accounted for when damages payable to you or your family are finally determined.

7 - TERMS OF PAYMENT

The Charterer shall pay promptly to PDG the Charter Price and any ancillary costs in accordance with the agreed payment schedule. All payments shall be made without deduction, set-off, counterclaim or withholding whatsoever.

Time for payment of the Charter Price shall be of the essence. PDG shall be entitled to treat non-payment of the Charter Price as constituting the cancellation by the Charterer of the relevant Charter entitling PDG to payment in accordance with the provisions of Condition 5.

Unless a credit account is held or alternative payment arrangements have been agreed, cleared payment will be required at booking.

Payment will only be accepted by bank transfer, cleared cheque or major credit/debit card. A 2.5% surcharge will be levied on all payments by credit or debit cards.

Credit terms are by special arrangement and are on condition that all invoices must be paid upon receipt unless otherwise stated. Failure to comply with these conditions may result in withdrawal of credit facilities.

Where payment in full is not received within term, we reserve the right to charge interest of 15% pa on any outstanding balance.

8 - VAT

VAT will be charged at the prevailing rate as quoted.

9 - BAGGAGE

Baggage Allowance

Baggage allowance is limited by weight to 15kg per passenger. To maximise the available space, we recommend non-rigid bags, the total dimension of each not to exceed 60ins (length + width + height). Subject to space being available extra bags may be carried, however this may result in additional flight charges and/or landing fees. PDG Helicopters reserve the right to refuse excess baggage and arrange ground transfer (at additional cost) where the above limits are exceeded.

Golf Clubs

Where golf clubs are to be carried, this requirement must be confirmed to our staff at booking, to ensure that a suitably modified helicopter is supplied. We regret that due to limited space only 1 x standard, non-professional set (removed from hard transit case) can be carried per passenger (maximum of 4 sets). With advance notice, we can arrange ground transfer of any excess equipment at competitive rates. Please contact our Sales staff for further information if you are in any doubt about the above limitations.

Restricted Articles in Baggage

Dangerous Goods, the following articles should never be packed in baggage or carried on the aircraft in person:

Electronic Cigarettes
Explosives – fireworks, flares, toy guns and caps
Flammable & Non-Flammable Gas – aerosols (over 2kg or 2 litres, camping gas cylinders).
Carbon dioxide cylinders for soda siphons, lighter refills, butane gas cylinders, filled aqua lung cylinders, mace
Deeply refrigerated gases – liquid nitrogen
Flammable Liquids – paints, thinners, solvents
Flammable solids – firelighters
Oxidising materials – bleaches
Organic peroxides – resin kits poisons – arsenic, cyanide, weed killer, tear gas
Infectious substances – viruses and bacteria (which would affect humans & animals)
Radioactive materials – instruments containing radioactive source radioisotopes for research
Corrosive materials – acids, alkalis, metallic mercury, thermometers containing mercury, barometers
Miscellaneous – magnetised materials, formalin etc

Restricted Articles

Articles which may be carried with special precautions – if you are carrying any of these articles, please notify our Operations Dept, prior to flight for advice:

Sporting Guns
Medicines & Toilet Articles
Matches & Lighters
Butane hair stylers
Dry Ice
Oxygen and Carbon Dioxide Cylinders
Cardiac pacemakers
Wet-cell batteries
Munitions of war
Radio telephones
Christmas crackers
Radio, television & CD players
Cooking oil

10 - CHECK-IN**Check-in – Passenger Flights**

Passengers departing from a PDG Helicopters' facility, or a private/hotel site should be available for boarding at the helipad 15 minutes prior to the scheduled departure time of the helicopter, to allow for a safety brief and security checks. If departing from an airport, please allow 30 minutes. Failure to do so may result in cancellation of the flight or additional charges.

Check-in – Filming Flights

Film crews should ensure that they are available one hour prior to the scheduled departure time of the helicopter, to allow time for camera preparation, safety brief and any security checks.

11 - AIRPORT TRANSFERS

Passengers transferring to a PDG Helicopters service should advise our staff of inbound details at confirmation. In the event of the connection being delayed, PDG Helicopters will make reasonable endeavour to continue availability beyond the scheduled departure, but reserve the right to cancel the booking.

Passengers transferring to domestic commercial fixed-wing flights are recommended to allow a minimum of 1 hour from the arrival of the helicopter to the scheduled departure time. For overseas flights, please check with your airline, and advise our Operations Staff.

12 - SAFETY AROUND THE HELICOPTER

Customers should ensure that all personnel working in, around or with the helicopters are either totally removed from the operating site before flying operations commence or have received a safety briefing originating from PDG Helicopters.