



Terms of Service Captain's Aviation Services Limited

Definitions

Client - the individual or entity requesting helicopter services including passengers.

Provider – the entity arranging the helicopter services herein referred to as Captain's Aviation Services Limited or "Captain's".

Parties – Client and Provider

Agreement – the information contained herein. The term "helicopter services" shall include all activities, events or services provided, arranged or organized by Captain's including, but not limited to; executive/business travel, hotel transfers, leisure/vacation travel, charter services, crowdsourcing and book by seat flights; orientation and instruction sessions; surface (over land) or air transportation; loading and unloading, in or movement around the helicopter; all activities, events and services in any way connected with or related to any of these activities.

General

These terms and conditions apply to helicopter services. The amount to be paid for said services is provided to the Client in a separate document titled "Participation Agreement". The Participation Agreement is submitted simultaneously herewith and incorporated by reference herein. This Participation Agreement is helicopter type specific; should the need arise to change the helicopter, particularly a different type or model, cost may vary accordingly. Client shall be informed of any such change prior to departure and the amount of additional cost, if any.

This Terms of Agreement is based upon helicopter and crew availability and is valid for 7 days, except during recognized "Holiday Periods" when it is valid for 2 days. Upon written acceptance of this Terms of Agreement as set forth herein, this document becomes a legal and binding contract between the two Parties.

Neither Client nor passengers will obstruct or interfere with the flight crew or tamper with or damage the helicopter in any way, and each will adhere to all applicable laws, rules, regulations and requirements of Jamaica, its governmental agencies or any other jurisdiction, including, e.g., Jamaica Customs Agency. The Agency requires the Parties to follow and Client agrees to abide by all rules and guidelines set forth in the Agency's prohibited items list found at <https://www.jacustoms.gov.jm/>.

Client agrees to be and is liable for all abuse and/or all beyond normal repairs or cleaning to the helicopter caused by Client or Client's passengers. Abuse includes, but is not limited to extra cleaning, repairing, or replacing items damaged or altered by the Client or passengers.

HELICOPTER IS NON-SMOKING, THIS INCLUDES USE OF E-CIGARETTES & VAPE PENS.

Rates, Payment & Cancellation

For regular charters (excluding crowdsourcing) full payment for the charter will be charged once the reservation has been confirmed, and the Client has been issued a record locator (typically instantly, but no more than 24 hours after confirmation). The Primary Point of Contact listed on the booking form will receive a confirmation invoice once the full amount has been successfully debited from the card listed below. 100% refund up until 7 days prior to service date, 50% refund up until 3 days prior to service date, 10% refund 48 hours or less prior to service date, 0% refund 24 hours or less prior. In the case of a wire transfer, the full amount is due no more than 48 hours after the flight has been confirmed. For a flight that has crowdsourcing enabled, if the client crowdsources flight, they cannot change/cancel flight as other passengers will be relying on this flight destination, date, and time.

Notice of cancellation must be made in writing and e-mailed to reservations@captainsaviation.com. Late arrivals will be addressed on a case-by-case basis depending on helicopter availability; however, there is a chance that the flight will be cancelled due to previously scheduled flights. In this case, 100% of quoted rates will be charged. A no show Client will be charged the full amount of the original quote.

Limitation on Liability

In consideration of the participation in helicopter services as defined herein, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the following liability shall apply;

1. PROVIDER MAKES NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND. Provider shall not be liable to Client or passengers for any injury, loss, expense or damages or for any consequential, indirect, special or punitive damages, even if it has been put on notice of the possibility of such damages. Provider shall not be liable for any accident, delay, flight schedule, change, cancellation, sickness, weather, strike, war, quarantine, or act of God or any similar cause or for any travel irregularity caused by a defect of any vehicle or conveyance in connection with the Client or passengers travel, or for the negligence of any company or person engaged in conveying the passenger or carrying out the arrangements for Client or passengers' trip. Provider's liability shall in all cases be limited solely to the amount paid for the helicopter services.
2. This Agreement shall be effective and binding upon heirs, next of kin, executors, administrators, and representatives, in the event of death or incapacity of Client or passengers.
3. This Agreement shall be governed by and interpreted in accordance with the laws of the country of Jamaica.
4. All passengers are required to complete in full their own Participation Agreement and submit same prior to flight. The terms of the Participation Agreement are incorporated by reference herein.

Itinerary Changes

Itinerary changes are permitted, but are strictly subject to helicopter and crew availability and price adjustment, as necessary. A request for an itinerary change must be in writing and e-mailed to reservations@captainsaviation.com no later than 7 days before flight.

Partial Completion of Flights

Provider is not liable to Client or passengers for any delay, costs, expenses or fees relating to securing any alternative travel arrangements or replacement transportation due to a helicopter mechanical problem. In such instances, helicopter services charges apply only to the completed portions of the flight. In case of mechanicals, Provider may provide substitute transportation, which shall be charged as an additional fee to Client. If a flight does not reach its destination due to weather, calamity or act of God, charges will apply to any alternative destination reached and to the return flight of the helicopter and crew (with or without passengers) to home base.

Claims

In any claim or action arising from or relating to the Agreement, the prevailing party shall be entitled to recover court costs, expert witness fees, and reasonable attorneys' fees, up through and including any appellate proceedings. If any provision of this Agreement or the application of any such provision to any person or circumstance is held invalid, the remainder of this Agreement, and the application of such provision other than to the extent it is held invalid, will not be invalidated or affected thereby.

These terms and conditions: (a) represent the entire Agreement between the Parties with respect to the subject matter hereof; (b) shall be governed by and construed in accordance with the substantive laws of Jamaica without regard for any conflict of laws principles such that any claim arising from or relating to these terms and conditions shall be brought exclusively in the courts of Jamaica; (c) may not be altered or amended except in a writing signed by the Parties; and (d) may be signed in multiple counterparts and delivered by e-mail to reservations@captainsaviation.com.