



Full Terms and Conditions of Carriage

1 Interpretation:

- (1) The definitions and provisions of the Consumer Protection Act, 2008 (CPA) and the Civil Aviation Act, 2009 (CAA) apply to the Henley Air Terms and Conditions, unless otherwise defined.
- (2) Titles and headings cannot be used to interpret the Henley Air Terms and Conditions.
- (3) You, as the Passenger, is referred to as You, Your, and Yourself.
- (4) Reference to Henley Air in these terms and conditions refers to each of the following entities, including but not limited to Henley Group Holdings (Pty) Ltd, Henley Air (Pty) Ltd, Henley Air Flight Training (Pty) Ltd, Brisk Solutions (Pty) Ltd trading as Rocket Air Ambulance, Henley Air Technical (Pty) Ltd, Henley Component Repair and Overhaul (Pty) Ltd and Henley Aeronautical Institute of Learning (Pty) Ltd. All terms and conditions will be equally binding, regardless of which Henley Air entity provides the service.

2 Applicability:

- 2.1 The terms and conditions included in any quote or invoice received from any Henley Air entity form part of these terms and conditions of Your carriage.

3 General:

- 3.1 If special assistance or conditions are required, then this must be agreed in writing between You and the Henley Air entity involved. These conditions will form part of the terms and conditions agreed between You and the relevant Henley Air entity.

4 Definitions:

- 4.1 **Aircraft** means each aircraft of any Henley Air entity or the aircraft of a Third-Party Owner;
- 4.2 **Aviation Law** means:

- (1) any law, treaty, convention, court order, regulation, official guideline, NOTAM, AIP, AIC, official directive, mandatory requirement or contractual undertaking which takes effect in the relevant circumstances and, without limitation, includes applicable requirements of EASA, IATA and the Civil Aviation Authority (CAA) and any resolution, directive or embargo of the United Nations, the European Union, the African Union or any constituent member of any of these bodies.
- (2) any laws, regulations and directives of whatsoever nature applicable to the repair, maintenance and overhaul of an Aircraft, including but not limited to any SA-CAR, SA-CATS, AD and AMS applicable to the Aircraft;
- (3) the relevant Pilots Operating Handbook produced by the manufacturer of the Aircraft;
- (4) any other legislation, including but not limited to the South African Civil Aviation Regulations, 2011, the Air Services Licensing Act, 1990 and the International Air Services Act, 1993 or any other Act or regulation which apply to the Parties;

4.3 **Business Day** means any day other than a Saturday, Sunday or a public holiday.

4.4 **Carriage** means:

- (1) The transportation of passengers and their baggage by any Henley Air entity;
- (2) Passenger getting on and off the Aircraft; and
- (3) Any related service provided during the Journey;

4.5 **Claim** means all and any claims and causes of action for damages (including indirect, future and unascertained damages), losses (including partial and consequential losses), interest and costs;

4.6 **Convention** means such conventions and treaties to which the Republic of South Africa is a signatory, including but not limited to the Montreal Convention on 28th May 1999 (Montreal Convention);
(Referred to as the Convention or Conventions).

4.7 **Flight** means the time from when the doors of the Aircraft are closed for departure, until the time when the doors are opened for You to disembark [the total time that You spend on any Henley Air entity or Third-Party Owner Aircraft as part of the Journey (see **Journey**)].

4.8 **Flight Cancellation** means that a flight will not go ahead or has been cancelled.

- 4.9 **Flight Delay** means the aircraft arriving or departing later than the time it was scheduled for departure.
- 4.10 **Force Majeure** means any event which any Henley Air entity cannot control. This includes but is not limited to:
- (1) Unsafe weather conditions, such as storms, strong winds, heat, bird strikes;
 - (2) Government actions, strikes, rioting, or unlawful actions; and
 - (3) Any other condition, outside of any Henley Air entity's control, which requires a Flight to be cancelled or otherwise put the passenger/s, pilot/s, Aircraft/s, or a Henley Air entity at risk.
- 4.11 **Heliport** means a defined area on any land or building, which is intended to be used for, or in connection with, the arrival, departure or movement of helicopters, and includes any building, installation or equipment within such area; **Helistop** means an aerodrome and any defined area or a structure intended or designed to be used either wholly or partly for the landing, departure and surface movement of helicopters; **Landing Zone (LZ)** means any area other than a Heliport or Helistop utilised for the landing of a helicopter.
- 4.12 **Henley Air** means any and each entity and its directors, pilots, employees, partners, servants and successors in title, referred to in paragraph 4.13 below, and will interchangeably also be referred to as **Henley Air and its associated entities and people**.
- 4.13 **Henley Group Holdings** means Henley Group Holdings (Pty) Ltd, with registration number 2024/197401/07 and its directors, pilots, employees, entities, partners, servants and successors in title, any entity, and any Third-Party Owner whose Aircraft is used by Henley Group Holdings and its directors, pilots, employees, partners, servants and successors in title. Entities within Henley Group Holdings include, but are not limited to, Henley Air (Pty) Ltd with registration number 2002/005181/07, Brisk Solutions (Pty) Ltd t/a Rocket Air Ambulance with registration number 2020/162056/07, Henley Air Flight Training (Pty) Ltd with registration number 2018/299167/07, Henley Air Technical (Pty) Ltd with registration number 2021/863413/07, Henley Component Repair and Overhaul (Pty) Ltd with registration number 2025/033860/07 and Henley Aeronautical Institute of Learning (Pty) Ltd with registration number 2021/921986/07.

- 4.14 **Identification** means a valid passport, a South African Identity Document (ID), a South African Driver's Licence. For Passengers under the age of 18, a birth certificate is considered as valid identification. For International Carriage, a valid passport is required.
- 4.15 **International Carriage** means:
- (1) Traveling from one country to another and both countries are party to the Conventions;
 - (2) Traveling within one country with a planned stop in another country which is not a party to the Conventions;
- 4.16 **Journey** means and includes:
- (1) The Flight;
 - (2) The total time spent on or in any Henley Air entity's premises because You are going on a Flight;
 - (3) Embarking or disembarking any Henley Air entity or Third-Party Owner Aircraft;
 - (4) The Services provided by any Henley Air entity; and
 - (5) Local/Domestic Carriage means traveling within one country only.
- 4.17 **Montreal Convention** means the Convention for the Unification of Certain Rules for International Carriage by Air signed at Montreal on 28th May 1999.
- 4.18 **Passenger** means persons carried or to be carried in an Aircraft as agreed in the Passenger Ticket. **Child/minor** means a Passenger under the age of 18.
- 4.19 **Passenger Ticket** means, and includes:
- (1) A physical or electronic document which any Henley Air entity issues to You which confirms Your booking, name, and flight information with the relevant Henley Air entity; and
 - (2) This document, the baggage check, and additional notices issued by any Henley Air entity for a passenger relating to Carriage;
- 4.20 **Services** means and includes:
- (1) A Flight;
 - (2) A Journey; and
 - (3) Other services, including but not limited to recreational flying, flight training, cargo transport, emergency transport or security details.
- 4.21 **Third Party Claim** means any Claim, demand, action, or joinder by any person other than the Passenger.

4.22 **Third Party Owner** means the registered owner is not a Henley Air entity. **Registered owner** in relation to an Aircraft means the person in whose name the Aircraft is registered, and includes any person who is or has been acting as an agent in the Republic for a foreign owner, or any person by whom the aircraft is hired at the time;

5 International flights:

5.1 TAKE NOTICE: Conventions apply if You are flying internationally. International Carriage is subject to applicable Conventions relating to liability. If Your Flight is an international Flight then Your Passenger Ticket must be read together with Henley Air's Terms and Conditions and the applicable Convention which can be accessed on request from opscontrol@henleyair.co.za.

6 Identification:

6.1 Henley Air requires You to provide valid proof of identity when boarding any Henley Air entity's Aircraft for Your Flight.

6.2 No electronic copies of identity documents, passports or birth certificates in the case of children will be accepted.

7 Domestic flights:

THESE PARAGRAPHS LIMIT YOUR RIGHTS RELATING TO CLAIMS FOR INJURY AND DEATH, AND LOSS OR DAMAGE TO PROPERTY

7.1 **You agree that YOU WILL HAVE NO CLAIM WHATSOEVER AGAINST HENLEY AIR and its associated entities and people as defined in Henley Air's full terms and conditions irrespective of whether Henley Air and/or its associated entities and people was/were negligent in causing any accident or incident before, during or after the flight. (the waiver)**

7.2 **YOU HEREBY AGREE TO INDEMNIFY HENLEY AIR against all claims instituted by Your child/children, spouse, partner, dependents, heirs and executor/s of Your estate arising from any injury or death in connection with the flight. This indemnity provided by You shall apply to all claims whether they arise from injury to or the death of Your minor child undertaking the flight. (the Indemnity)**

7.3 You agree that the Laws of the Republic of South Africa will apply to all disputes arising from any flight and/or goods and services provided by any Henley Air entity.

7.4 You agree that the South African courts shall have exclusive jurisdiction over all disputes arising from any flight and/or goods and services provided by any Henley Air entity.

8. International flights:

THESE PARAGRAPHS LIMIT YOUR RIGHTS RELATING TO CLAIMS FOR INJURY AND DEATH, AND LOSS OR DAMAGE TO PROPERTY

8.1 Henley Air's liability for injury or death, and damage to or loss of goods, is limited to the prescripts of the Montreal Convention.

8.2 You agree that the Laws of the Republic of South Africa will apply to all disputes arising from any flight and/or goods and services provided by any Henley Air entity.

8.3 You agree that the South African courts shall have exclusive jurisdiction over all disputes arising from any flight and/or goods and services provided by any Henley Air entity.

9 All flights:

THESE PARAGRAPHS LIMIT YOUR RIGHTS – PLEASE ASK US IF YOU DO NOT UNDERSTAND.

9.1 **YOU HEREBY AGREE TO INDEMNIFY HENLEY AIR and its associated entities and people against all claims instituted by Your child/children, spouse, partner, dependents, heirs and executor/s of Your estate arising from any injury or death in connection with the flight. This indemnity provided by You shall apply to all claims whether they arise from injury to or the death of Your minor child undertaking the flight. (the Indemnity)**

9.2 You agree to release all Henley Air entities from any responsibility for claims related to Your failure to follow laws and regulations.

9.3 It is Your responsibility to comply with all customs, travel, health and immigration requirements, laws and regulations of the countries or territories that You will visit.

9.4 It is Your responsibility to comply with all Laws applicable to You as a passenger.

9.5 **YOU ARE RESPONSIBLE FOR ANY CLAIM BROUGHT BY A THIRD PARTY IF THE CLAIM IS BECAUSE OF YOUR FAILURE TO COMPLY WITH ANY LAWS OR REGULATIONS.**

9.6 **YOU ARE RESPONSIBLE TO PAY FOR ANY CLAIM, LEGAL EXPENSES AND OTHER EXPENSES BY A THIRD PARTY AGAINST ANY HENLEY AIR ENTITY**

RELATING TO OR ARISING FROM YOUR FAILURE TO FOLLOW ANY LAWS AND REGULATIONS.

9.7 Any changes to these terms and conditions are not valid unless it is in writing and signed by the You and the relevant Henley Air entity.

9.8 Henley Air entities are only responsible for damage that happens during the Journey or if they are legally liable to You if such damage is caused by the gross negligence of the relevant Henley Air entity.

9.9 **INSTRUCTIONS FROM HENLEY AIR ENTITY PILOTS AND STAFF ARE FOR YOUR SAFETY DURING YOUR JOURNEY. IT IS IMPORTANT THAT YOU FOLLOW THEIR INSTRUCTIONS.**

9.10 Privacy of Information:

(1) You agree that Your personal information (including sensitive details such as medical/health information) is provided to Henley Air entities to make a reservation, issue a Ticket, boarding pass, and provide other related Services. This includes sharing information with government agencies when required by law, and to assist with security checks.

(2) Henley Air entities may need the name and contact details of someone to contact in an emergency. We request that You ensure that this person agrees to have their information shared for this purpose.

(3) Please visit Henley Air's website to view the Henley Air Privacy Policy which is required by the Protection of Personal Information Act. The Privacy Policy can be found at the bottom of the webpage or by requesting it from opscontrol@henleyair.co.za.

(4) The Privacy Policy contains information about how and why Henley Air entities collect Your personal information, and how they store Your personal information – please refer to our Privacy Policy for more information. The Privacy Policy informs You of the terms and how the terms of the Privacy Policy apply to Your personal information.

(5) You agree that any Henley Air entity can process Your personal information to provide You with our products and services – please refer to our Privacy Policy to see a full list of how Henley Air entities use Your personal information.

10 Safety:

- 10.1 When travelling with Minors, Passengers are responsible for ensuring all Minors in their care comply with safety requirements as mandated by aviation regulations.
- 10.2 Each Minor must occupy an individual seat, or be appropriately restrained by an adult if under the age of two.
- 10.3 Passengers are expected to secure the Child's seatbelt and ensure that the Minor remains safely restrained at all times during the flight.
- 10.4 Passengers are required to provide accurate details regarding the Minor's age at the time of booking and are expected to comply with the crew's instructions regarding seating, boarding, and disembarkation procedures to ensure the Minor's safety.
- 10.5 Minors over the age of two must use the seatbelt provided by the operator, remaining seated with their belts fastened for the duration of the flight, except as otherwise expressly permitted by the crew.
- 10.6 Failure to adhere to these requirements may result in denied boarding, flight delays, or removal from the aircraft.
- 10.7 The operator will not be liable for any injury or inconvenience resulting from failure to comply with these safety obligations.
- 11 Your fitness to fly:
 - 11.1 You must ensure that You are medically fit to fly. This includes, for example, bringing and taking Your medication before, during and after the flight.
 - 11.2 **IT IS YOUR RESPONSIBILITY TO INFORM THE HENLEY AIR ENTITY OF YOUR MEDICAL CONDITIONS OR SITUATION, WHICH INCLUDES, BUT IS NOT LIMITED TO:**
 - (1) If You have any allergies;
 - (2) If You are travelling with a plaster cast or a prosthesis;
 - (3) If You are travelling with medication which You will need to take during the flight; and
 - (4) If You are travelling with someone who has a medical impairment or other condition which requires close supervision and care.
 - 11.3 You must inform the relevant Henley Air entity if You have:
 - (1) A condition which is contagious or communicable that is life-threatening or potentially life-threatening to others;

- (2) A condition that may cause unusual behaviour or affect the safety, welfare, or comfort of others;
- (3) A condition that could be a potential hazard to flight safety; and
- (4) A condition that may cause the flight to be diverted or to make an unscheduled stop.

11.4 It is Your responsibility to inform Henley Air 24 hours prior to Your departure if You require any special assistance. Please contact opscontrol@henleyair.co.za to assist You with making arrangements.

11.5 A Henley Air entity can deny You from boarding a flight if You appear ill (if for example, You are vomiting or appear to require first aid). The relevant Henley Air entity can deny You from boarding, or ask You to disembark the Aircraft, before departure, if it appears that You are not medically fit to complete the flight safely.

11.6 Please contact opscontrol@henleyair.co.za for more information about medical fitness.

12 Tickets:

12.1 A Passenger ticket shall be issued prior to any flight and shall be in the form of a Henley Air Passenger e-Ticket & Baggage Check, or a handwritten Passenger Ticket. It is required from You to provide the name and surname of the Passenger, a contact number and email address for the passenger, as well as the Next of Kin details (name and contact number) for the issuance of the e-Ticket or Passenger Ticket.

12.2 This Passenger ticket is only valid for one flight and only for the date and routing that is reflected thereon. Should there be a change in the flight details, a new ticket shall be issued to reflect the updated details. It is Your responsibility to ensure that the information contained on the Passenger ticket is correct.

12.3 A Passenger Ticket is not transferable, should a Passenger decide not to undertake the flight and nominate an alternative Passenger, a new Passenger Ticket shall be issued.

13 Aircraft:

13.1 The relevant Henley Air entity will do its best to provide the Aircraft listed but cannot guarantee that the specific Aircraft will be used.

13.2 The relevant Henley Air entity can change the Aircraft for operational, safety, security or other reasons.

14 Cancellation and Refunds:

14.1 It is Your responsibility to arrive on time at the relevant airport, aerodrome, Heliport, Helistop or LZ from where Your flight will be departing from.

14.2 You must inform the relevant Henley Air entity at least 24 hours prior to the scheduled departure time if You are not able to make it in time. If not, You will be considered a “no show” and You will forfeit Your ticket and refund.

15 Refusal to fly and refusal of luggage:

15.1 The relevant Henley Air entity may refuse to transport You, and/or Your luggage or remove You and Your luggage from an Aircraft in the following circumstances:

- (1) If the relevant Henley Air entity must do so to comply with applicable laws;
- (2) If it is against the law to transport either You or Your luggage;
- (3) If You have not paid the full amount of Your ticket and other fees contained in the estimate;
- (4) If You have not completed the relevant Henley Air entity’s check-in process;
- (5) If transporting You or Your luggage, in the relevant Henley Air entity’s opinion, affects the safety of the Journey, Flight, or the other passengers, or the relevant Henley Air entity’s staff;
- (6) If Your mental or physical state presents a risk to Yourself, or to other passengers, or the relevant Henley Air entity’s staff (such as being intoxicated with alcohol or drugs);
- (7) If You have refused that the relevant Henley Air entity conduct a safety / security-check on You or Your luggage;
- (8) If You are committing or have committed misconduct which any Henley Air entity believes may affect or endanger the safety of the Journey, or the other passengers, or such Henley Air entity’s staff;
- (9) If You are not medically fit to fly;
- (10) If You present a ticket that was obtained illegally or fraudulently (such as using a stolen credit card), or if the ticket is reported lost or stolen, counterfeit, forged, or altered, or if You cannot prove they are the person named on the ticket;
- (11) If You have not followed the rules about how tickets should be used, or if the ticket has been issued or changed by anyone other than the airline or an authorised agent;

- (12) If You have ignored the safety or security instructions from ground staff or flight crew;
- (13) If You threaten, abuse, insult, or use indecent language or engage in indecent behaviour towards anyone, including ground staff, crew members, or other passengers, before or during boarding, or once boarded;
- (14) If You commit a crime during check-in, boarding, or on the aircraft before take-off;
- (15) If You do not have valid travel documents, have obtained them fraudulently, have destroyed them on the aircraft or between check-in and boarding, or refuse to let the relevant Henley Air entity make a copy or take the documents;
- (16) If a doctor's letter or medical clearance is not completed by a registered doctor, contains false information, does not match Your declared medical condition, or is used as an excuse to travel without the required clearances; and
- (17) Any Henley Air entity reserves the right to deny boarding or remove any passenger from any Aircraft if, in such Henley Air entity's reasonable opinion, the passenger has violated any of the above conditions or engaged in any other behaviour that compromises the safety, security, or comfort of other passengers, crew members, or the operation of the flight.

15.2 The below conditions apply if any Henley Air entity has refused to transport You, and/or Your luggage or removed You and Your luggage from an Aircraft:

- (1) Such Henley Air entity can cancel Your ticket;
- (2) You will not be entitled to travel further, or to a refund;
- (3) Such Henley Air entity will not be responsible for any expense, loss or damage that You may incur because of the refusal or removal of You or Your luggage from an Aircraft; and
- (4) Such Henley Air entity reserves the right to ban You from future flights.

15.3 The relevant Henley Air entity may seek compensation from You for any costs or losses, including the costs of diverting the Aircraft, caused by Your behaviour, conduct, or condition which includes:

- (1) Repairing or replacing any Henley Air property You have lost, damaged, or destroyed;
- (2) Compensating any passengers or crew members affected by Your actions;

- (3) Delaying the flight to remove You and/or Your baggage; and
 - (4) Any other costs or losses any Henley Air entity incurred because of Your behaviour.
- 15.4 If any Henley Air entity reasonably believes that the Aircraft's weight limitation or seating capacity has reached capacity, then such Henley Air entity will decide within its discretion which Passengers and baggage can be carried in the interest of safety.
- 16 Changes to flight schedules:
- 16.1 Flight times and schedules can change without notice.
- (1) The Henley Air entity will try to help You if changes happen due to reasons beyond such Henley Air entity's control (such as government actions or air traffic control issues).
 - (2) The relevant Henley Air entity will not be responsible for any additional costs or losses due to these changes.
 - (3) You may request a refund if You do not want to travel because of these changes.
 - (4) The relevant Henley Air entity will not be responsible for any losses or expenses due to these changes.
- 17 Weather-related flight changes:
- 17.1 If there are delays due to poor weather, the flight might be:
- (1) Cancelled;
 - (2) Returned to the departure airport; or
 - (3) Diverted to another destination.
- 17.2 The relevant Henley Air entity will not cover any passenger's expenses due to these weather-related issues.
- 17.3 The relevant Henley Air entity will not be responsible for any further travel arrangements, or other costs due to weather-related delays or diversions.
- 17.4 If a flight is cancelled or diverted due to bad weather, the relevant Henley Air entity will offer:
- (1) An alternative reservation within the ticket's validity; or
 - (2) A refund relevant to the circumstances.
- 18 Refunds:
- 18.1 Please contact opscontrol@henleyair.co.za to request a refund.

- 18.2 The relevant Henley Air entity will only make a refund if You can show that You purchased the ticket. You must provide the relevant Henley Air entity with proof of identification and proof of payment of Your ticket.
- 18.3 The relevant Henley Air entity reserves the right to process a refund based on the terms and conditions as stipulated in the estimate received and agreed upon, in the case of a cancellation.
- 18.4 The relevant Henley Air entity reserves the right to consider a partial refund due to expenses incurred for the cancelled flight due to weather-related changes. This includes, but is not limited to, crew expenses, a flight undertaken but not completed, ground handling fees where applicable, additional third-party services required for the flight.
- 18.5 Any Henley Air entity can refuse to make a refund if:
- (1) You request a refund a year after Your flight;
 - (2) You were refused to board the Aircraft or removed from the Aircraft (see above paragraph 15);
 - (3) A Force Majeure occurred.