

General terms and conditions

Helialpin AG

Valid for all business relations with Helialpin AG, e.g. the carriage of passengers, luggage and freight, as well as for purchases in the shop, etc.

TRANSPORTATION OF PERSONS AND BAGGAGE

1. General

1.1 With the reservation of a helicopter flight, the passenger/customer concludes a contract with Helialpin AG. These General Terms and Conditions are an integral part of the contract.

1.2 If possible, Helialpin AG will confirm the reservation in writing by e-mail, otherwise verbally.

2. Carriage of persons and luggage

2.1 Helialpin AG shall issue a flight ticket prior to the flight. If the passenger has reserved the flight together with other persons, Helialpin AG may issue a collective ticket for all of them. These conditions shall also apply if Helialpin AG is unable to issue a ticket due to external circumstances (e.g. boarding off-road).

2.2 The ticket is also the baggage ticket for the carriage of the baggage. Helialpin AG will carry the baggage if space or security regulations permit. A piece of baggage may not exceed the dimensions 80 x 40 x 30 cm and its weight may not exceed 20 kilos per passenger. If several passengers travel in a group, the maximum permissible dimensions per piece of baggage shall nevertheless apply, but the weight limits may be calculated as a whole (see also section 3.5).

2.3 The passenger shall inform Helialpin AG at the time of reservation if the baggage contains valuables or sensitive equipment or objects. (Dangerous Goods)

2.4 For security reasons (in particular weight limits), it may be necessary to carry baggage separately. Helialpin AG reserves the right to have baggage transported by road to the agreed destination. The costs for these transports shall be borne by the passenger.

2.5 Helialpin AG undertakes to transport the passenger to the place of destination at the agreed time and price. If the passenger subsequently changes the time of the flight or the route, this may result in a price change.

3. Prices and due dates

3.1 All prices are quoted in Swiss francs (CHF).

3.2 The passenger shall pay the fare at the time Helialpin AG announces to him when the contract is concluded. If the passenger is to pay for the flight in advance, Helialpin AG may refuse carriage if the passenger has not paid for the flight before commencing the journey.

3.3 The customer may purchase flight hours before the flight at the package price. On the invoice of this flight hours package, the conditions of this hourly credit are defined. It is also possible to secure the package price by means of a current account / prepayment account (at least CHF 30,000.-), whereby this credit, in contrast to the package prices, has no expiry date and no interest.

3.4 Helialpin AG may use a different type of helicopter for the flight than it has contractually agreed or may commission a third party to carry out the flight. This does not entail any additional costs for the passenger.

3.5 Helialpin AG is in no way obliged to accept or compensate in any form for expired vouchers, in particular gift vouchers, which have an expiry date after expiry of the expiry period. There will be no refund or cash payment.

4. Delay and cancellation / program change

4.1 The flight may be delayed or cancelled for technical, meteorological or operational reasons. In the event of a delay, Helialpin AG shall not be liable for any damage, unless Helialpin AG has caused the damage intentionally. In this case, liability is limited. Helialpin AG will only compensate direct damage and no consequential damage. Otherwise, the provisions of the Swiss Air Transport Regulations shall apply.

4.2 If departure is delayed because the passenger is not ready to board the aircraft at the agreed time, Helialpin AG may cancel the flight after a waiting period of half an hour. In this case, the passenger is not entitled to a refund of the fare or must pay it subsequently if he has not paid it in advance.

4.3 If the departure is delayed by more than one hour or if Helialpin AG has to cancel the flight for reasons for which the passenger is not responsible, Helialpin AG shall refund the fare. For sightseeing flights and flights based on a voucher, the flight will be postponed to a later date. Further claims are excluded.

4.4 If Helialpin AG has to terminate the flight prematurely for technical or meteorological reasons, Helialpin AG shall, at Helialpin AG's option, take the passenger by another helicopter or other means of transport as quickly as possible either back to the place of departure or to the place of destination. When returning to the point of departure, Helialpin AG will make up for the flight as soon as possible. If Helialpin AG takes the passenger to their destination by another means of transport, it will bear the costs. Further claims are excluded.

4.5 If Helialpin AG informs the passenger prior to departure that the flight may have to be interrupted on the route for meteorological reasons and the passenger accepts this risk, the passenger shall pay for his onward journey or his return by another means of transport. He shall also owe Helialpin AG the agreed fare in the event of termination of the flight, less any fees or fuel costs saved.

4.6 Cancellation or postponement of the flight by the passenger The passenger may cancel the flight free of charge up to 48 hours before the agreed reason or postpone the flight date. In the event of later cancellation or postponement of the flight, the flight will be charged in accordance with the agreement, the voucher expires or can be passed on to another person. This also applies to "do not appear" on the flight day.

5. Liability for personal injury and baggage damage

5.1 Helialpin AG is liable for personal injury and baggage damage in accordance with the provisions of the Air Transport Regulations and the applicable national and international regulations. If the carriage is subject to Regulation (EC) 2027/97, Helialpin AG shall be liable for up to 100,000 special drawing rights in the event of an accident, regardless of fault. In addition, Helialpin AG is liable for the proven damage unless it can prove that it has taken all necessary measures to avert the damage or was unable to take such measures. In the event of an accident in which persons are injured, Helialpin AG provides immediate financial assistance in accordance with Regulation (EC) 2027/97. In serious cases, this amounts to 15,000 special drawing rights.

5.2 Should Helialpin AG contractually offer the passenger or his relatives a higher amount of compensation in the event of an accident involving personal injury than is legally owed, or should Helialpin AG waive the proof of discharge, this offer and this waiver shall only apply to the injured parties and not to regressive social insurance schemes or other insurers. The claims of regressive insurers are also reduced by the benefits that Helialpin Ltd. has provided to the passenger and his dependants.

5.3 In addition to liability insurance, Helialpin AG has taken out passenger accident insurance for the benefit of passengers and indemnifies them in the event of an accident involving personal injury, Helialpin AG shall set off the accident insurance payments against the liability claims of the injured parties.

5.4 For damage to luggage, Helialpin AG is liable at CHF 72.50 per kilo for carriage subject to the Swiss Air Transport Regulations and at 17 SDRs (special drawing rights, approx. CHF 30) per kilo for other carriage (in particular international carriage). Helialpin AG is not liable for damage to luggage if it can prove that it has taken all necessary measures to avert the damage or was unable to take such measures.

5.5 If Helialpin AG does not weigh baggage before departure and no weight is entered on the flight ticket, the following average values shall apply: Ski equipment: 15 kilos of baggage carried by Helialpin AG in the storage space of the helicopter: 20 kilos A liability limit of CHF 1,450 per passenger shall apply to items which the passenger retains in his custody (hand baggage).

5.6 Helialpin AG is liable for the carriage of valuable or sensitive baggage in accordance with section 3.4, even if the passenger has reported the contents of the baggage to Helialpin AG in accordance with section 1.4.

5.7 If Helialpin AG does not transport the baggage by helicopter and commissions a third party to transport it, Helialpin AG shall not be liable for damage caused by or during such transport.

5.8 Helialpin AG is not liable for the actions of third parties, in particular for the conduct of passengers. If a passenger defies the instructions of the pilot or flight crew of Helialpin AG, he shall be liable for the consequences of his conduct.

6. Right of the pilot to issue instructions

The pilot, as commander on board, has the right to issue instructions to all passengers. Passengers must follow his instructions and those of the rest of the crew.

7. Flights abroad / travel documents

For flights abroad, the passenger is responsible for having the necessary travel documents (passport) and any exit and entry permits (visa). He bears the costs and any buses if an authority refuses him entry or exit.

8. Severability clause

Should individual provisions of these General Terms and Conditions be invalid, this shall not affect the validity of the remaining provisions. An invalid provision shall be interpreted, reinterpreted or supplemented in such a way that the purpose pursued by it is achieved - to the extent permitted by law.

9. Applicable Law and Place of Jurisdiction

The carriage of passengers with Helialpin AG is subject to Swiss law, without the provisions on reference to foreign law. The place of jurisdiction is the domicile of Helialpin AG.

Altenrhein, June 2019