



Henley Group Holdings 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) applies to the Henley Group Holdings Terms and Conditions, unless otherwise defined.
- (2) Where there are conflicting definitions or terms between the CPA or the CAA and the Henley Group Holdings terms and conditions, the provisions of the CPA or CAA will apply.
- (3) Words that are used are defined below.
- (4) Titles and headings cannot be used to interpret the Henley Group Holdings Terms and Conditions.
- (5) **Bolded text** is used to draw Your attention to specific terms and conditions.
- (6) You, as the Passenger, is referred to as You, Your, and Yourself.
- (7) Henley Group Holdings consist of various entities, including but not limited to Henley Air, Henley Air Flight School, Rocket Air Ambulance, Henley Air Technical and Henley Aeronautical Institute of Learning. All terms and conditions will be equally binding, regardless of which entity within Henley Group Holdings provides the service.

2 Applicability:

- 2.1 The terms and conditions included in any quote or invoice received from any Henley Group Holdings 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 Group Holdings entity involved. These conditions will form part of the terms and conditions agreed between You and the relevant Henley Group Holdings entity.

4 Definitions:

4.1 **Aircraft** means each aircraft of any Henley Group Holdings entity or each 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, such as the CAA, Civil Aviation Regulations, 2011, the Air Services Licensing Act, 1990 and the International Air Services Act, 1993 or any other Act or regulation whether or not having the force of law and which business 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 Group Holdings 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 whichever of the following international instruments are applicable:

- (1) The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (Warsaw Convention);
 - (2) The Warsaw Convention as amended at The Hague on 28 September 1955 and by Additional Protocol Numbers 1, 2, 3 and 4 of Montreal (1975);
 - (3) The Unification of Certain Rules Relating to International Carriage by Air Performed by a Person other than the Contracting Carrier signed in Guadalajara on 18th September 1961 (Guadalajara Convention); and/or
 - (4) The Convention for the Unification of Certain Rules for International Carriage by Air signed at Montreal on 28th May 1999 (Montreal Convention);
- (Referred to as 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 Group Holdings 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 / has been cancelled (as planned)
- 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 Group Holdings entity cannot control. This includes but is not limited to:
- (1) Unsafe weather conditions, such as storms, strong winds, heat, bird strikes; and
 - (2) Government actions, strikes, rioting, or unlawful actions.
 - (3) Any other condition, outside of any Henley Group Holdings entity's control, which requires a Flight to be cancelled or would otherwise put the passenger/s, pilot/s, Aircraft/s, or a Henley Group Holdings 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 Group Holdings** means Henley Group Holdings (Pty) Ltd, with registration number 2024/197401/07 and its directors, 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, 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 School (Pty) Ltd with registration number 2018/299167/07, Henley Air Technical (Pty) Ltd with registration number 2021/863413/07 and Henley Aeronautical Institute of Learning (Pty) Ltd with registration number 2021/921986/07.

4.13 **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.

4.14 **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;

4.15 **Journey** means and includes:

- (1) The Flight;
- (2) The total time spent on or in any Henley Group Holdings entity's premises because You are going on a Flight;
- (3) Embarking or disembarking any Henley Group Holdings entity or Third-Party Owner Aircraft; and
- (4) The Services provided by any Henley Group Holdings entity.
- (5) Local/Domestic Carriage means traveling within one country only;

4.16 **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.

- 4.17 **Passenger Ticket** means, and includes:
- (1) A physical or electronic document which any Henley Group Holdings entity issues to You which confirms Your booking, name, and flight information with the relevant Henley Group Holdings entity; and
 - (2) this document, the baggage check, and additional notices issued by any Henley Group Holdings entity for a passenger relating to Carriage;
- 4.18 **Services** means and includes:
- (1) A Flight;
 - (2) A Journey; and
 - (3) Other services, including but not limited to recreational flipping, flight training, cargo transport, emergency transport or security details.
- 4.19 **SDRs** means Special Drawing Rights as defined by the Montreal Convention Article 23. Article 23 of the Montreal Convention provides that a carrier shall be liable for damages up to 128 821 SDR (on 8 October 2024 at 14:00 equates to USD 173 728.74) if the carrier can show that the damage was not the carrier's fault (i.e. not due to its negligence or wrongful conduct) or where the damage had been caused by a third party.
- 4.20 **Third Party Claim** means any Claim, demand, action, or joinder by any person other than the Passenger.
- 4.21 **Third Party Owner** means the registered owner is not a Henley Group Holdings 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 Group Holdings' Terms and Conditions and the applicable Convention which can be accessed on request from opscontrol@henleyair.co.za.

6 Identification

Henley Group Holdings requires you to provide valid proof of Identification when boarding any Henley Group Holdings entity's Aircraft for Your Flight.

6.1 No electronic copies will be accepted.

7 Local flights:

7.1 **THESE PARAGRAPHS LIMITS YOUR RIGHTS RELATING TO THE CLAIM AMOUNT AND THE TIME LIMIT TO BRING A CLAIM.**

7.2 Henley Group Holdings 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 such Henley Group Holdings entity.

7.3 You agree that any claims You have against any Henley Group Holdings entity related to the Journey are legally limited to a maximum amount of 128 821 SDR.

7.4 The limit of 128 821 SDR applies to claims arising from negligence, but does not apply if the claim arises from gross negligence of any Henley Group Holdings entity.

7.5 **THIS MEANS THAT ALL CLAIMS YOU HAVE ARE LIMITED TO A MAXIMUM OF 128 821 SDRs UNLESS THE CLAIM IS A RESULT OF THE GROSS NEGLIGENCE OF ANY HENLEY GROUP HOLDINGS ENTITY.**

7.6 You agree that the Laws of the Republic of South Africa will apply to all disputes arising from any goods and services provided by any Henley Group Holdings entity.

7.7 You agree that the South African courts shall have exclusive jurisdiction over all disputes arising from any goods and services provided by any Henley Group Holdings entity.

7.8 **YOU AGREE TO BRING ANY DISPUTE YOU HAVE AGAINST ANY HENLEY GROUP HOLDINGS ENTITY EXTENDED IN A SOUTH AFRICAN COURT ACCORDING TO THE LAWS OF SOUTH AFRICA.**

8 All flights

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

8.1 **YOU DO NOT HAVE ANY CLAIM AGAINST ANY HENLEY GROUP HOLDINGS ENTITY FOR NOT FOLLOWING THE LAWS AND REGULATIONS.**

- 8.2 You agree to release all Henley Group Holdings entities from any responsibility for claims related to Your failure to follow laws and regulations.
- 8.3 You must comply with all customs, travel, health and immigration requirements, laws and regulations of the countries or territories that You will visit.
- 8.4 You are required to comply with all Aviation Laws applicable to You as a passenger.
- 8.5 **HENLEY GROUP HOLDINGS ENTITIES CANNOT BE HELD LIABLE FOR YOUR FAILURE TO FOLLOW ANY LAWS AND REGULATIONS.**
- 8.6 **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.**
- 8.7 **YOU ARE RESPONSIBLE TO PAY FOR ANY CLAIM, LEGAL EXPENSES AND OTHER EXPENSES BY A THIRD PARTY AGAINST ANY HENLEY GROUP HOLDINGS ENTITY RELATING TO OR ARISING FROM YOUR FAILURE TO FOLLOW THE LAWS AND REGULATIONS.**
- 8.8 Any changes to these terms and conditions are not valid unless it is in writing and signed by the You and the relevant Henley Group Holdings entity.
- 8.9 Henley Group Holdings 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 Group Holdings entity.
- 8.10 **INSTRUCTIONS FROM HENLEY GROUP HOLDINGS ENTITY PILOTS AND STAFF HELP TO ENSURE YOUR SAFETY DURING YOUR JOURNEY. IT IS IMPORTANT THAT YOU FOLLOW THEIR INSTRUCTIONS. IF YOU DO NOT FOLLOW ANY HENLEY GROUP HOLDINGS ENTITY'S INSTRUCTIONS AND SUFFER LOSS OR DAMAGE YOU WILL NOT HAVE ANY CLAIM AGAINST ANY HENLEY GROUP HOLDINGS ENTITY.**
- 8.11 Privacy of Information
- (1) You agree that Your personal information (including sensitive details such as medical / health information) is provided to Henley Group Holdings 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 Group Holdings 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 Group Holdings 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 Group Holdings 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 Group Holdings 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 Group Holdings entities use Your personal information.

9 Safety

- 9.1 When travelling with Minors, Passengers are responsible for ensuring all Minors in their care comply with safety requirements as mandated by aviation regulations.
- 9.2 Each Minor must occupy an individual seat, or appropriately restrained by an adult if under the age of two.
- 9.3 Passengers are expected to secure the Child's seatbelt and ensure that the Minor remains safely restrained at all times during the flight.
- 9.4 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.
- 9.5 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 permitted by the crew.
- 9.6 Failure to adhere to these requirements may result in denied boarding, flight delays, or removal from the aircraft.

- 9.7 The operator will not be liable for any injury or inconvenience resulting from failure to comply with these safety obligations.
- 10 Your fitness to fly
- 10.1 You must ensure that You are medically fit to fly. This includes, for example, bringing and taking Your medications before, during and after the flight.
- 10.2 **IT IS YOUR RESPONSIBILITY TO INFORM THE HENLEY GROUP HOLDINGS 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.
- 10.3 You must inform the relevant Henley Group Holdings entity if You have:
- (1) A condition which is contagious or communicable that is 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 the flight's safety; and
 - (4) A condition that may cause the flight to be diverted or to make an unscheduled stop.
- 10.4 It is Your responsibility to inform Henley Group Holdings 24 hours prior to Your departure if You require any special assistance. Please contact opscontrol@henleyair.co.za to assist You with making arrangements.
- 10.5 A Henley Group Holdings entity can deny You from boarding a flight if you appear ill (if for example, You are vomiting or appear to need first aid). The relevant Henley Group Holdings 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.
- 10.6 Please contact opscontrol@henleyair.co.za for more information about medical fitness.

11 Tickets

- 11.1 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.
- 11.2 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.
- 11.3 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.

12 Aircraft

- 12.1 The relevant Henley Group Holdings entity will to its best to provide the Aircraft listed in the schedule but cannot guarantee that the specific Aircraft will be used.
- 12.2 The relevant Henley Group Holdings entity can change the Aircraft for operational, safety, security or other reasons.

13 Cancellation and Refunds:

- 13.1 It is Your responsibility to arrive on time at the relevant airport (defined as aerodrome in the CAA), Heliport, Helistop or LZ from where Your flight will be departing from.
- 13.2 You must inform the relevant Henley Group Holdings 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.
- 13.3 The relevant Henley Group Holdings entity is not liable for any loss or expense resulting from Your failure to inform such Henley Group Holdings entity as indicated above in 12.1.
- 13.4 12.1 Above applies if You do not show up on time.

14 Refusal to fly and refusal of luggage

14.1 The relevant Henley Group Holdings entity may refuse to transport You, and or Your luggage or remove You and Your luggage from an Aircraft under the following circumstances below:

- (1) If the relevant Henley Group Holdings 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 Group Holdings entity's check-in process;
- (5) If transporting You or Your luggage, in the relevant Henley Group Holdings entity's opinion, affects the safety of the Journey [/Flight], or the other passengers, or the relevant Henley Group Holdings entity's staff;
- (6) If Your mental or physical state presents a risk to Yourself, or to other passengers, or the relevant Henley Group Holdings entity's staff (such as being intoxicated with alcohol or drugs);
- (7) If You have refused that the relevant Henley Group Holdings entity conduct a safety / security-check on You or Your luggage;
- (8) If You are committing or have committed misconduct which any Henley Group Holdings entity believes may affect or endanger the safety of the Journey, or the other passengers, or such Henley Group Holdings entity's staff;
- (9) If You are not medically fit to fly;
- (10) If You present a ticket that was obtained illegally or fraudulently (like 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 have been threatening, abusive, insulting, or indecent language or behaviour towards anyone, including ground staff, crew members, or other passengers, before or during boarding, or on the plane before take-off;
- (14) If You commit a crime during check-in, boarding, or on the plane 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 refuses to let the relevant Henley Group Holdings 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 Group Holdings entity reserves the right to deny boarding or remove any passenger from any Aircraft if, in such Henley Group Holdings 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.

14.2 The below conditions apply if any Henley Group Holdings entity has refused to transport You, and or Your luggage or removed You and Your luggage from an Aircraft:

- (1) Such Henley Group Holdings entity can cancel Your ticket;
- (2) You will not be entitled to travel further or to a refund;
- (3) Such Henley Group Holdings entity will not be responsible for any 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 Group Holdings entity reserves the right to ban you from future flights.

14.3 The relevant Henley Group Holdings 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 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 Group Holdings entity incurred because of Your behaviour.

14.4 If any Henley Group Holdings entity reasonably believes that the Aircraft's weight limitation or seating capacity has reached capacity, then such Henley Group Holdings entity will decide within its discretion which Passengers and baggage can be carried to ensure everyone's safety.

15 Changes to flight schedules:

15.1 Flight times and schedules can change without notice.

- (1) The Henley Group Holdings entity will try to help You if changes happen due to reasons beyond such Henley Group Holdings entity's control (such as government actions or air traffic control issues).
- (2) The relevant Henley Group Holdings 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 Group Holdings entity will not be responsible for any losses or expenses due to these changes.

16 Weather-related flight changes:

16.1 If there are delays due to bad weather, the flight might be:

- (1) Cancelled;
- (2) Returned to the departure airport; or
- (3) Diverted to another destination.

16.2 The relevant Henley Group Holdings entity will not cover any passenger's expenses due to these weather-related issues.

16.3 The relevant Henley Group Holdings entity will not be responsible for any further travel arrangements, or other costs due to weather-related delays or diversions.

16.4 If a flight is cancelled or diverted due to bad weather, the relevant Henley Group Holdings entity will offer:

- (1) An alternative reservation within the ticket's validity; or

(2) A refund relevant to the circumstances.

17 Refunds:

17.1 Please contact opscontrol@henleyair.co.za to request a refund.

17.2 The relevant Henley Group Holdings entity will only make a refund if You can show that You purchased the ticket. You must provide the relevant Henley Group Holdings entity with proof of identification and proof of payment of Your ticket.

17.3 The relevant Henley Group Holdings entity reserves the right process a refund based on the terms and conditions as stipulated in the estimate received and agreed upon, in the case of a cancellation.

17.4 The relevant Henley Group Holdings 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.

17.5 Any Henley Group Holdings entity can refuse to make if 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 14);

(3) A Force Majeure occurred.