

E'scape Air Tours Terms and Conditions

1. Introduction.....	2
2. Bookings and Payment.....	2
3. Cancellations and Refunds.....	3
4. Passenger Requirements and Safety.....	3
5. Liability.....	4
6. Force Majeure.....	4
7. Website Use.....	5
8. Changes to These Terms.....	5
9. Governing Law.....	5
10. Contact Us.....	5

Last updated: [DATE]

Not legal advice. This document was drafted with reference to industry-standard terms used by other South African helicopter charter operators, and structured for clarity – it has not been reviewed by an attorney. Have this checked by a lawyer familiar with South African aviation and consumer law (the Consumer Protection Act and Civil Aviation Regulations) before publishing it live.

1. Introduction

These Terms and Conditions ("Terms") govern your use of the E'scape Air Tours website and your booking of any flight, charter, or experience offered by E'scape Air Tours ("we," "us," "our"). By browsing this website or booking a flight with us, you agree to be bound by these Terms. If you do not agree, please do not use this website or book a flight with us.

E'scape Air Tours is a SACAA-certified helicopter charter and scenic flight operator based in [LOCATION – city/region], South Africa.

Company details:

- Registered name: [LEGAL COMPANY NAME]
 - Registration number: [COMPANY REGISTRATION NUMBER]
 - SACAA Air Operator Certificate (AOC) number: [AOC NUMBER]
 - Physical address: [PHYSICAL ADDRESS]
 - Contact email: [CONTACT EMAIL]
 - Contact phone: [CONTACT PHONE]
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2. Bookings and Payment

- All bookings must be confirmed in writing (email or booking platform confirmation) before a flight is secured.
- [DEPOSIT/PAYMENT STRUCTURE – e.g., "A deposit of X% is required at the time of booking, with the balance due X days before the flight" OR "Full payment is required at the time of booking." Confirm which applies.]
- Group bookings of [NUMBER] passengers or more may be subject to [DIFFERENT DEPOSIT/PAYMENT TERMS – confirm].
- Bookings above [AMOUNT, if applicable] may require full payment in advance.

- Proof of payment must be sent to [PAYMENT CONFIRMATION EMAIL].
 - We accept payment via [PAYMENT METHODS – e.g., EFT, credit card, payment gateway name].
 - Prices are quoted in [CURRENCY, e.g., ZAR] and are inclusive/exclusive of VAT [CONFIRM].
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3. Cancellations and Refunds

If you need to cancel or change your booking:

- Cancellations must be made in writing to [CANCELLATION CONTACT EMAIL].
- [CANCELLATION WINDOW AND FEE STRUCTURE – e.g., "Cancellations made more than X days before the flight receive a full refund. Cancellations within X days forfeit the deposit / are non-refundable." Confirm your policy.]
- No-shows on the day of the flight are [REFUND POLICY FOR NO-SHOWS – confirm].

If we need to cancel your booking:

- We reserve the right to cancel or reschedule a flight due to unsuitable weather conditions, aircraft unavailability, or safety concerns, at the discretion of the pilot in command and in line with SACAA safety regulations.
 - If we cancel due to weather or operational reasons, you will be offered [REBOOKING / FULL REFUND / CREDIT – confirm which options apply, or whether it depends on circumstances].
 - We do not guarantee flight times and reserve the right to adjust scheduled departure times due to weather, air traffic, or operational requirements.
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4. Passenger Requirements and Safety

- All passengers must comply with South African Civil Aviation Regulations and any safety briefing or instruction given by flight crew.
- **Minimum passengers per booking:** [NUMBER, if applicable]
- **Age restrictions:** [MINIMUM AGE / CHILD SEATING RULES – e.g., "children under X must have their own seat"]
- **Weight limits:** [WEIGHT LIMIT PER PASSENGER, if applicable – common for helicopter charters due to aircraft load limits]

- **Pregnancy:** Passengers who are [X WEEKS OR MORE] pregnant may be required to provide a medical certificate confirming fitness to fly before departure. [CONFIRM POLICY]
 - **Passengers with disabilities or medical conditions:** Please contact us in advance at [CONTACT EMAIL] so we can make appropriate arrangements.
 - **Check-in:** Passengers must arrive at least [X MINUTES] before the scheduled departure time at [DEPARTURE LOCATION].
 - **Identification:** [ID REQUIREMENTS AT CHECK-IN, if applicable]
 - We reserve the right to refuse boarding to any passenger who, in the reasonable opinion of the pilot or ground crew, poses a safety risk to themselves or others (including due to intoxication).
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5. Liability

- Flights are operated in accordance with South African Civil Aviation Authority (SACAA) regulations and industry safety standards.
 - To the extent permitted by law, E'scape Air Tours is not liable for delays, cancellations, or changes to flight plans caused by weather, air traffic control, mechanical issues identified during pre-flight safety checks, or other circumstances beyond our reasonable control (see Force Majeure below).
 - Nothing in these Terms limits any liability that cannot be excluded under South African law, including under the Consumer Protection Act, 2008.
 - [ADDITIONAL LIABILITY / INDEMNITY CLAUSES – recommend having an aviation lawyer draft this section specifically, as it carries real legal weight for a charter operator.]
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6. Force Majeure

We will not be held responsible for any failure to perform, or delay in performing, our obligations where this is caused by circumstances beyond our reasonable control, including but not limited to: adverse weather conditions, natural disasters, acts of God, industrial action, government restrictions, air traffic control directives, or civil unrest. No warranty is given as to the suitability of weather conditions for any scheduled flight.

7. Website Use

- This website and its content (text, images, branding) are the property of E'scape Air Tours and may not be reproduced without permission.
 - We aim to keep information on this website accurate and up to date but do not guarantee it is free of errors.
 - This website may contain links to third-party sites; we are not responsible for the content or practices of those sites.
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8. Changes to These Terms

We may update these Terms from time to time. The updated version will be posted on this page with a revised "last updated" date. Continued use of this website or booking of a flight after changes are posted constitutes acceptance of the updated Terms.

9. Governing Law

These Terms are governed by the laws of the Republic of South Africa. Any disputes will be subject to the jurisdiction of the South African courts.

10. Contact Us

If you have questions about these Terms, contact us at:

E'scape Air Tours [PHYSICAL ADDRESS] Email: [CONTACT EMAIL] Phone: [CONTACT PHONE]