

# Fly-Key West Terms and Conditions

**Minimum Passenger Numbers:** All tour flights operated by Fly-KeyWest Helicopters, require a minimum of 2 passengers or the purchase of 2 seats for the flight to commence.

**Payment Policy:** All flights must be paid in full to secure the booking and prior to the commencement of the flight.

- All online and direct bookings are to be made with a credit card.
- Payment by cash is not permitted when booking online or over the phone.
- Cash payments are only accepted when booking directly at our terminal facility.

**Cancellation Policy:** Fly-KeyWest requires a minimum of 24-hour's notice to change or cancel reservations made for tour flights.

- Passengers who are not present at the scheduled time of departure or who cancel inside of the cancellation time-frames will be charged in full and will not receive a refund.
- All flights booked on the same day as the scheduled flight are non-refundable.
- Should a flight depart after the scheduled departure time due to late arrival of passengers, the flight will be reduced in duration, to land at its scheduled arrival time.
- Passengers are encouraged to contact Fly-KeyWest well ahead of any anticipated scheduling conflict/s.
- Should such a cancellation occur, passengers will receive a full refund on the credit card utilized to purchase the flight.
- Every effort will be made to notify passengers ahead of time if weather or other issues may cause a flight delay or cancellation.

**Re-Booking Fee:** A non-refundable re-booking fee of \$50 is charged for any flight that is re-booked within 24hrs of departure.

**Cancellation fee:** Any flight cancelled by the customer will be fully refunded minus any booking fees, in accordance with the cancellation policy as stated previously.

**Weather Policy:** Weather in the Florida Keys is highly unpredictable and most rain showers / storms don't last more than 30 minutes.

- In the event that weather interrupts your scheduled flight, Fly-KeyWest will make every effort to-reschedule your flight, if we are unable to reschedule your flight to another time or day we will issue you a 100% refund.
- Determination of weather conditions suitable for flight is at the sole discretion of the pilot.

**General Requirements:**

- Guest are required to arrive to check-in no later than 15 minutes prior to the scheduled departure time. Flights missed are non-refundable.

- Any unauthorised actions or behaviours will result in immediate termination of the flight.
- No Firearms, knives, sharp objects, compressed gases, explosives or flammable materials are permitted in Fly-KeyWest, facilities, aircraft or vehicles at any time.
- Guests are required to ensure everything remains inside the aircraft (or the imaginary line of the door for doors-off flight) at all times, this includes but is not limited to cameras, phones, appendages and company issued safety equipment and is not limited to doors off flights.
- Guests are not to bring any item/s that they are able to carry on their person or that presents a safety hazard, this includes but is not limited to; bags, hats, different lenses for cameras, e-cigarettes (or similar).
- Staff and Crew reserve the right to refuse a flight or remove a passenger/s if the passenger/s exhibits behaviour deemed unacceptable, appear to be under the influence of drugs or alcohol to a degree that the passenger/s may endanger themselves, other passengers, crew or any other person/s on or around the aircraft and facilities.
- No threatening, abusive, aggressive or behaviour deemed unacceptable by the staff and crew will be tolerated and will result in immediate termination or, cancellation of the flight and the appropriate authorities contacted.
- No smoking, including the use of cigarettes, E-cigarattes, Vapes, chewing tobacco or any other tobacco or drug related products is permitted onboard the aircraft, in Fly-KeyWest vehicles, facilities or on the tarmac. Any use onboard the aircraft, vehicles or facilities is subject to a minimum \$500 cleaning fee.
- Only water in a container with a secure lid is permitted in Fly-KeyWest aircraft and vehicles and only only flights of a duration greater than 30mins.
- Fly-KeyWest includes alcoholic refreshments on select flights. Adults aged 21 years and older with a valid government issued photo ID may consume alcoholic refreshments during the time designated by the Pilot and crew. No alcohol consumption is allowed outside of that provided by Fly-KeyWest.
- No cameras, their mounts or the like may be secured to the aircraft or windows.
- Every effort is made to seat guests in their desired location in the aircraft. However seating will be determined by weight and balance requirements and/or at the pilot's discretion.
- All guests are required to provide their full legal name and weight at time of booking.
- The pilot has ultimate authority on the safe conduct of the flight.
- Failure to comply with these direction may result in immediate termination of the flight, forfeiture of any and all payment/s and/or further penalties as applicable under Federal Aviation Regulations. Additionally any loss/damage caused to aircraft, equipment or environment is payable by the customer.
- Headsets or hearing protection will be offered to all guests but is not a requirement to be worn.
- The pilot in command has ultimate authority determine the requirement/s of the flight at their sole discretion.

Flight Times, Delays or Flight Variances: Fly-KeyWest reserves the right to vary or cancel the flight due to operational requirements, Air Traffic Control restrictions, weather, maintenance, unforeseen circumstances or at pilots sole discretion.

- All flight times are approximate in nature.
- Fly-KeyWest recommends that guests plan for an additional 30 minutes on top of the time scheduled for the flight plus the 15 minute check-in time.
- Whilst every effort is made to view marine life, activities in the water or to see the sunset (sunset themed flights), Fly-KeyWest does not control the weather, marine life or activities in the water. Occasionally this may result in less than optimal viewing conditions and no refunds will be issued on this basis.
- Fly-KeyWest reserves the right to upgrade passengers on any shared flight.

Gift Cards: Gift card purchases are not redeemable for cash.

- A gift card purchased for an individual passenger must be redeemed for use on a flight that meets the minimum passengers numbers.
- Gift cards may be upgraded for use on any flight of greater value by purchasing the difference between the gift card value and the selected flight plus any applicable fees and taxes.

Identification Requirements: All US passengers over the age of 18 must show a state or government issued photo identification card at the time of check-in, (photographs or pictures of identification are not suitable)

- Non-US passengers over the age of 18 must show a valid foreign government-issued passport at the time of check-in.
- Children under the age of 2 must have proof of age in the form of a passport or birth certificate, in order to fly on a parents or guardians lap.

Weight Restrictions: For all flight operations, the maximum passenger weight is 275 lbs for a single seat purchase.

- The maximum passenger weight for an entire flight is 600lbs for flights of 30mins duration or less; and
- 525lbs for flights up to 60mins in duration.
- All passengers and baggage will be weighed upon arrival at the Fly-KeyWest terminal facility.
- Tours cancelled due to exceeding maximum weight limitations are non-refundable for the guest/s exceeding the maximum weight limitation.
- If guest weight is greater than 20lbs more than weight indicated at time of booking an additional 10% fee will be applied.

Carriage of Children: All children over the age of 2, and/or any child wishing to ride in a car seat during the flight is required to purchase their own seat.

- Children under the age of 2 may ride on a guardian's lap or in a car seat at the discretion of the child's guardian.

- All Children and minors are to be kept under the control of the parent/guardian at all times and must remain with the parent/guardian at all times in Fly-KeyWest aircraft, vehicles and the tarmac. Should children/minors not be able to be controlled then the flight may be terminated at the discretion of the Pilot or Staff, this is may include, uncontrollable crying, incessant talking/yelling/noises on the headsets, failure to follow directions or any other distractions that result in diverted attention from the staff and crew to handle.
- Children will be offered the use of a headset or child hearing protection, parents may provide their own hearing protection should it not interfere with any other safety equipment, or result in undue delays to flight/s. It is not a requirement that headsets or hearing protection is worn for the duration of the flight.

Doors Off Flight: Flight with doors off requires all guests to adhere to the following requirements:

- Doors off flight/s may include some element of risk. Fly-KeyWest assumes no liability for injuries.
- Minimum age for doors off flight is 16yrs of age.
- No loose clothing may be worn including jewellery or hats. Fly-KeyWest recommends bringing a jacket and discussing the weather with your pilot prior to flight.
- Shoes must be worn and must secure around the ankle or to the heel and must not be easily removable.
- The only camera that may be taken is a cell (mobile) phone that must be secured in the lanyard provided by Fly-KeyWest. If it does not fit it is not permitted.
- No "GoPros" or other types of camera are permitted.
- If you have long hair, Fly-KeyWest recommends tying your hair up securely prior to flight – use of ties that can easily come loose are not allowed for example combs or pins.
- Failure to comply with these requirements or at the sole discretion of the pilot will result in cancellation of the flight and are non-refundable.

Animal Policy: No animals will be carried during tour flights as all seats are classed as exit row seats that require immediate access to egress the aircraft in the event of an emergency.

Waiver Policy: All guests are required to sign a liability waiver prior to flight. Failure to sign the waiver will result in cancellation of the flight.