

## **Terms & Conditions, WeFly Oy / Vesilentotaxi**

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### **1 GENERAL**

#### 1.1 General

These terms and conditions shall apply to the sightseeing flights for public, charter flights, gift cards and other products sold by Vesilentotaxi. Operator of flights is WeFly Oy. When buying airline tickets or gift cards the customer accepts the currently valid terms and conditions.

#### 1.2 WeFly Oy

WeFly Oy (EU-OPS AOC, FI-002). All flights sold by Vesilentotaxi are operated by WeFly Oy.

#### 1.3 Vesilentotaxi

Vesilentotaxi, Kuopio harbour +385 50 572 6552, [www.vesilentotaksi.fi](http://www.vesilentotaksi.fi)

### **2 PAYMENT and PRE-RESERVATIONS**

#### 2.1 Payment for Flight

Flights will be paid for in cash or with credit card / gift card before the flight at Kuopio harbour, if not paid on the time of reservation, which case a receipt of the payment is required.

#### 2.2 Pre-reservations

For flights which were reserved in advance, we recommend you to come to Kuopio harbour passenger terminal latest 15min prior to scheduled flight departure time.

#### 2.2 Changes and cancellations of pre-reservations

Customer is titled once to change the day of flight for free, the change must be made 72hrs prior the reserved flight. For additional changes there is a fee of 30€/change.

In case customer wants to cancel a flight that has been reserved and paid, is the cancelation fee 50€, when cancelation made no later than 7 days prior the reservation day. If cancelation is made 1 to 7 days prior the date of flight, the cancelation fee is 50% of the payment. There is no refund for cancelations made less than 24hrs prior the flight. Gift cards are not refunded in any cases and they are valid only until the last day marked on gift card.

### **3 FLIGHT CANCELLATIONS OR INTERRUPTION**

#### **3.1 General**

Vesilentotaxi will make every effort to enable a safe flight. For several reasons flight may need to be cancelled or interrupted. Vesilentotaxi is not responsible for any reasons beyond their control in case of a cancellation nor is Vesilentotaxi liable for compensation of any damage caused by such cancellation to the customer. All the following points 3.2, 3.3, 3.4 are classified as reasons for cancelling the flight without further compensation and are beyond the control of Vesilentotaxi. If the flight has to be cancelled or carried out shorter than planned or diverted, a flight is considered implemented, and Vesilentotaxi has no obligation to compensate the flight to the client.

#### **3.2 Weather**

All Vesilentotaxi flights are subject to weather conditions.

#### **3.3 Other causes**

Other reasons for cancellation of flight may be, for example, the failure of the aircraft, maintenance stretching, staff illness, and airspace restrictions, restrictions for the use of the airport or any other reason which may jeopardize safe conduct of the flight.

#### **3.4 The decision to conduct, cancel or interrupt the flight**

The pilot operating the flight will make the final decision with regard to the safe conduct of the flight.

#### **3.5 Procedure when flight is cancelled or interrupted**

In case the flight is cancelled or interrupted due to any cause (paragraphs 3.2 or 3.3), Vesilentotaxi makes a new booking for the customer or the flight will be changed to a gift card or payment will be refunded to the customer.

#### **3.6 Flight cancellation or suspension due to customer**

For the following reasons resulting to the cancellation or suspension of the flight, the flight ticket is considered to be used and is not refundable:

- flight suspended at the request of the customer
- flight suspended due the customer's sickness
- flight suspended for any other reason caused by the customer (eg. aggressive behaviour or other hazardous air safety reason(s))
- flight is interrupted for any reason beyond control of Vesilentotaxi

#### **3.7 Other costs**

Vesilentotaxi is not responsible for any cost which the customer might have in order to reach the flight terminal, albeit the customer might have to travel to the aerodrome several times due to cancelled flights. Vesilentotaxi flights never include the transportations to/from the airport/harbour terminal by any land transport.

## **4 TRAVEL ARTICLES OF DANGEROUS GOODS**

### 4.1 Baggage

No baggage allowance on sightseeing-flights. For charter flights the baggage allowance will be arranged with the customer separately.

### 4.2 Dangerous goods in baggage

The aircraft of Vesilentotaxi do not have a separate baggage cargo. If some product is only allowed to be carried as cargo, it cannot be transported at all with Vesilentotaxi.

In the Trafi instructions you will find more information on what you can carry on the flight:

[http://www.trafi.fi/en/aviation/for\\_passengers/security\\_controls](http://www.trafi.fi/en/aviation/for_passengers/security_controls)

## **5 HEALTH**

### 5.1 Diseases

If you are suspicious about your health, contact your doctor to ensure airworthiness. It is the customer's responsibility to ensure that their state of health is suitable for flying.

### 5.2 Pregnancy

We do not recommend flying if the estimated delivery time is less than four weeks. Pregnant passengers travel at their own risk. We recommend consulting a doctor and requesting the approval to fly.

## **6 NOTICE OF CLAIM, LIABILITY FOR DAMAGE**

### 13.1 Reclamation

If the customer is not satisfied with the service of the Vesilentotaxi, they shall inform the company right away or at the latest within two months after the flight. Complaints must be made in writing and submitted to Vesilentotaxi customer service within above-mentioned period. If the notification has not been made within given time limit any right to claim or action shall be extinguished.

### 13.2 Disputes and applicable law

In case the customer does not receive satisfactory contract with Vesilentotaxi, they may contact Consumer-help desk as a private customer. Private customer can also bring their case to the Consumer Disputes Board, North Savo District Court or any other Court of Justice of the Consumer Protection Act. Other than private customers, disputes shall be settled in Northern Savo or Helsinki District Court. All Vesilentotaxi operations are governed by Finnish law.

### 13.3 Vesilentotaxi responsibility

Vesilentotaxi is not responsible for indirect damage caused. In regards to direct damage Vesilentotaxi's liability is limited to no more than double price of customer reservation. Non-life situations in connection with the flight may be applicable to the Montreal Convention of 1999. This agreement governs and may limit the airline's liability for passenger's death, the destruction of baggage, loss or damage to and for delay. The Montreal Convention applies to Vesilentotaxi to the extent, which is covered by the Montreal Convention.

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