

Uttarakhand Civil Aviation Development Authority

Government of Uttarakhand

Passengers' rights regarding helicopter services in Uttarakhand (Charter Services)

1. Background

- a) Helicopters play a vital role in accessing remote areas and hill tourism. Uttarakhand places high priority on helicopters for transportation, emergency medical services, and disaster management etc.
- b) Initiatives such as Regional Connectivity Scheme (RCS or UDAN) and heli-services for Char Dham Yatra have significantly expanded access to helicopter services in Uttarakhand.
- c) The Uttarakhand Civil Aviation Development Authority (UCADA), Government of Uttarakhand is keen to facilitate a safe, efficient and comfortable experience for helicopter passengers in the State. The **'Passengers' rights regarding helicopter services in Uttarakhand (Charter Services)** ("Passengers' Rights") is an attempt in that direction.
- d) These Passengers' Rights shall not apply to helicopter services under RCS and shuttle helicopter services.
- e) These Passengers' Rights shall supersede any other order/ guideline/ notice issued by the Government of Uttarakhand that may be at variance with the Passengers' Rights.

2. Objectives

- a) Promote transparency and accountability by ensuring passengers are well-informed about their rights and the compensations available in various scenarios.
- b) Provide for suitable penalties and inconvenience allowances for non-compliance by helicopter charter operators and their agents providing charter heli-services or handling ticket and tour bookings for the same within the state of Uttarakhand ("the Operators").
- c) Establish mechanisms for addressing complaints and resolving disputes between passengers and Operators.
- d) Guarantee equitable treatment and non-discriminatory access to heli-services for all passengers.

- e) Build trust in helicopter services through consistent enforcement of passenger rights and service quality standards.
- f) Assess the on-ground implementation of the Passengers' Rights regularly and make necessary changes therein to ensure its success.

3. Applicability

- a) These Passengers' Rights apply to **ALL** passengers using helicopter charter services and Operators within the state of Uttarakhand. It specifies the facilities, penalties and inconvenience allowance that Operators must provide to passengers in different scenarios, for charter services.
- b) **Force majeure**
 - i) The Operator will not be liable to pay any additional compensation over and above the refund of ticket price in cases where the cancellations are caused by an event of force majeure i.e., extraordinary circumstances beyond the control of the Operator, the impact of which lead to the delay of flights, and which could not have been avoided even if all reasonable measures had been taken by the airline/operator. Such extraordinary circumstances may occur due to **political instability, natural disaster, civil war, insurrection or riot, flood, explosion, government regulation or order affecting the helicopter, strikes and labor disputes causing cessation, slowdown or interruption of work or any other factors that are beyond the control of the Operator.**
 - ii) The Operator will not be liable to pay any additional compensation over and above the refund of ticket price in respect of delay clearly attributable to **air traffic control authority, meteorological conditions, security risks, or any other causes that are beyond the control of the Operator**, but which affect their ability to operate flights on schedule. Extraordinary circumstances should be deemed to exist where the impact of an air traffic control authority's decision in relation to a particular helicopter or several helicopters on a particular day, gives rise to a long delay or delays, an overnight delay, which could not be avoided even though the Operator concerned had taken all reasonable measures to avoid or overcome the impact of the relevant factor and, therefore, the delays.
- c) **Ticket price**
 - i) Where a reference to the ticket price has been made in the Passengers' rights, the same shall include **ALL** costs levied by the Operator including base fare, fuel surcharge, seat fee, heliport charges, administrative/ service charges of any kind, government levies and taxes etc., subject to the exclusion below.

- ii) Ticket price shall **NOT** include convenience fee and payment gateway charges, any additional services provided by the Operator (over and above the ones mentioned in the ticket); and any cost imposed by travel agents over and above the ticket price.

d) Postponement Conditions

In scenarios where the departure cannot take place on the scheduled date due to non-force majeure events, the departure could be postponed with a mutual agreement between the passenger and Operator. The mutual agreement exists if the following two conditions (“Postponement Conditions”) are satisfied:

- i) The passenger is willing to accept a flight on a future date
- ii) The Operator can provide a flight on a future date

Where ‘future date’ refers to the postponed date of departure subject to the above conditions.

4. Passenger’s Rights (Non-force majeure events) for Charter Services

S No	Event	Scenario	Passenger’s Rights
1	Failure of online reservation transaction	Payment is deducted from passenger’s account, cleared the payment gateway and received by the Operator; but ticket is not issued to the passenger	The Operator shall ensure that either the desired ticket is issued, or 100% of the amount deducted is refunded to the passenger within 5-7 days of such occurrence.
2	Flight delay (Scenario 1)	There is a flight delay of 2-5 hours beyond the Standard Time of Departure (STD)	The Operator shall provide complimentary refreshments to the passenger.

3	Flight delay (Scenario 2)	There is a flight delay exceeding 5 hours beyond the STD and departure takes place on the same day	The Operator shall provide complimentary refreshments to the passenger, and an inconvenience allowance of INR 5,000
4	Flight delay (Scenario 3)	There is a flight delay exceeding 5 hours beyond the STD and departure does not take place on the same day	The Operator shall provide complimentary refreshments to the passenger along with: a) An inconvenience allowance of INR 15,000 for the first day of postponement followed by INR 10,000 for each additional day, in case the Postponement Conditions are satisfied. b) An inconvenience allowance of INR 15,000 and refund 100% of the total ticket price; in case the Postponement Conditions are not satisfied.
5	Flight cancellation (Scenario 1)	The passenger is informed about the cancellation 1-7 days prior to the STD for commencement of the tour	The Operator shall provide inconvenience allowance of INR 2,500 to the passenger along with: a) An alternate flight on a mutually agreed future date in case the Postponement Conditions are satisfied. b) A 100% refund of the total ticket price in case the Postponement Conditions are not satisfied.
6	Flight cancellation (Scenario 2)	The passenger is informed about the cancellation between 8-24 hours prior to the STD for commencement of the tour	The Operator shall provide: a) An inconvenience allowance of INR 15,000 for the first day of postponement and INR 10,000 for each day afterwards and an alternate flight on a mutually agreed future date; in case the Postponement Conditions are satisfied. b) An inconvenience allowance of INR 15,000 and refund 100% of the total ticket price; in case the Postponement Conditions are not satisfied.

7	Flight cancellation (Scenario 3)	The passenger is informed about the cancellation less than 8 hours prior to the STD of the first flight of the tour	The Operator shall provide: a) An inconvenience allowance of INR 20,000 for the first day of postponement and followed by INR 10,000 for each additional day, an alternate flight on a mutually agreed future date; in case the Postponement Conditions are satisfied. b) An inconvenience allowance of INR 20,000 and refund 100% of the total ticket price; in case the Postponement Conditions are not satisfied.
8	Flight cancellation (Scenario 4)	The passenger is informed about the cancellation after the first flight of the tour has commenced, leaving the passenger stranded at a location other than the origin point of the tour	The Operator shall provide: a) An inconvenience allowance of INR 25,000 for the first day of postponement followed by INR 10,000 for each additional day, an alternate flight on a mutually agreed future date; in case the Postponement Conditions are satisfied. b) An inconvenience allowance of INR 25,000 and refund 100% of the total ticket price; in case the Postponement Conditions are not satisfied.
9	Boarding denied due to over-booking	The Operator fails to arrange for an alternate flight scheduled to depart within 3 hours of the STD	The Operator shall pay a penalty of INR 1 lakh to the passenger along with: a) An inconvenience allowance of INR 15,000 for the first day of postponement followed by INR 10,000 for each additional day, an alternate flight on a mutually agreed future date; in case the Postponement Conditions are satisfied. b) An inconvenience allowance of INR 15,000 and refund 100% of the total ticket price; in case the Postponement Conditions are not satisfied.
10	Amendment or cancellation by passenger	Passenger amends or cancels a booking	i) Operator shall display its amendment and cancellation policy on the Operator's website, booking app and the ticket. ii) The refund amount shall be credited to the passenger's account within 72 hours of cancellation.

11	People with health condition	The passenger has a health condition that requires assistive devices and/ or escorts and the passenger has notified the Operator about the same at least 48 hours prior to the STD	<p>The Operator shall:</p> <ul style="list-style-type: none"> i) Obtain all the necessary information about passenger's health condition and special requirements at the time of ticket booking ii) Not refuse to carry the passenger along with his/her assistive devices and escorts, unless deemed necessary iii) Make all efforts to ensure that such passenger and the escorts sit next to each other iv) Make necessary arrangements for priority boarding and baggage delivery for such passenger and escorts <p>Note: Operator shall provide reasons in writing to the passenger or escorts in case the Operator denies boarding based on Operator's assessment of the passenger's health condition</p>
12	Injury or death of a person during flight operations	Injury or death of a person (passenger or otherwise) during flight operations due to reasons other than the person's health condition or a breach of law by such person	<p>In case of death, the Operator shall pay a compensation of INR 1 crore per person (passenger or otherwise) or as per extant guidelines of the Government of India, whichever is higher.</p> <p>In case of injuries to a person (passenger or otherwise) during helicopter operations, the provisions of the Motor Vehicles Act, 1988 (59 of 1988) and rules made thereunder shall apply, <i>mutatis mutandis</i>, to arrive at the compensation payable to such person.</p> <p>Note: The above shall not apply in case of injury or death of the person due to such person's health condition or a breach of law by such person.</p>
13	Lost, delayed, or damaged baggage	If a baggage is lost, delayed, or damaged for any passenger	<p>The Operator shall:</p> <ul style="list-style-type: none"> i) Return the baggage and pay an inconvenience allowance of INR 1,000 per day of delay for delayed baggage. ii) Return the baggage and pay an inconvenience allowance of INR 5,000 for damaged baggage iii) Pay an inconvenience allowance of INR 20,000 for lost baggage.

5. Passenger's Rights (Force majeure events)

- a) Operator is liable to refund 100% of the ticket price to the passenger, if the cancellation occurs before the first flight of the tour.
- b) Operator will not be liable to pay any compensation or reimbursement for accommodation, transportation, meals, or any additional travel expenses incurred by passengers, in case of any delay or cancellation after commencement of the first flight of the tour.

6. Right to information:

- a) Upon issuance of the ticket, the Operator shall provide passengers with timely and accurate information regarding the status of their flight.
- b) In the event of delay or cancellation, the Operator shall provide timely and accurate information to passengers regarding the flight status, reason for delay or cancellation, alternate flight arrangements etc., and details of refund payments, where applicable.

7. Right to assistance

Passengers with special needs shall receive appropriate assistance with check-in, security checks, boarding, seating, disembarking and baggage collection etc. The Operator shall have trained staff members to assist passengers with special needs.

8. Right to escalation

- a) If the passenger is not satisfied with the resolution of his/ her grievance by the Operator as per this Policy, the passenger can lodge a complaint with UCADA via mail or email at:

Name of UCADA nodal officer: _____

Designation: _____

Office address: _____

Tel: _____

Email: _____

- b) If the passenger is not satisfied with the resolution of his/ her grievance by UCADA, the passenger may lodge a complaint with the Ministry of Civil Aviation, Government of India on the AirSewa portal or app (Link: <https://airsewa.gov.in/>).
- c) If the passenger is not satisfied with the resolution of his/ her grievance by UCADA and AirSewa, the passenger may lodge a complaint with any statutory body or court of law, as appropriate.

9. Registration of Charter Operators and Booking Agents

- a) A registration fee of ₹5,000 is applicable for charter operators as well as for their booking agents. Registration fee shall be paid via Demand Draft in favor of CEO, UCADA, payable at Dehradun.
- b) Only charter operators and their booking agents who are registered with the Uttarakhand Civil Aviation Development Authority (UCADA) are authorized to make charter bookings. Without registration, no charter operator as well as their booking agents can provide charter services in Uttarakhand.
- c) Upon registration, UCADA will provide a **Unique Registration Number** to each charter operator and booking agent.
- d) The charter operator or booking agent must mention this unique registration ID on all booking documents / tickets.

10. Earnest Money Deposit (EMD) for Charter Operators and Booking Agents

- a) Charter Operators as well as for their Booking Agents shall submit EMD of **₹10 Lakh (Rupees Ten lakh only)** in the form of a Demand Draft from a Nationalised / scheduled bank in favour of "CEO UCADA", payable at Dehradun.
- b) If a charter operator or booking agent fails to make the helicopter available to the passenger/client, the EMD will be forfeited, except in cases of force majeure.