**The Bateleurs – Flying for the Environment in Africa NPC**

**(“the Association”)**

**FLIGHT REQUEST FORM**

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| **Conservation Organisation / Individual** |  |
| **Contact person:** |  |
| **Telephone:** |  |
| **Mobile:** |  |
| **E-mail address:** |  |

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| **Please provide a detailed description of issues to be covered during the flight, state the environmental objectives clearly and if applicable, the measurable environmental indicators that you envisage as a result of the flight.** |
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| **What are your preferred dates for the flight – please list three dates in order of preference** | | |
| **Date 1 (First choice)** | **Date 2** | **Date 3** |
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| **Where will the flight begin and end (the location should be the same)** |
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| **What regions/areas are to be covered (please be specific)** |
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| **Anticipated duration of flight** |  |

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| **Details of ALL PASSENGERS and the ORGANISATION to which they are affiliated**  **Please limit the number of passengers to the minimum required.  Available aircraft may be restricted in terms of the number of seats and carrying capacity (i.e. the height and weight of passengers).** | | | |
| **Name of Passenger/s** | **Height** | **Weight** | **Organisation** |
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| **Please list any special requirements that are necessary in order to achieve your objectives – i.e. window open for photography, access for disabled persons, etc.** |
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| **If this is a media flight, please list the MEDIA REPRESENTATIVES and their AFFILIATIONS** | |
| **Name of Media Representative** | **Affiliation (i.e. Name of Organisation)** |
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| **If the flight you are requesting is in any way linked to ANIMAL RESEARCH and/or CONSERVATION, please provide us with the reference number of your ethical approval, plus the name and contact details of the individual or organisation providing ethical and scientific supervision of your project.**  **If you are requesting a WILDLIFE RELOCATION flight/s, please provide details of the relevant permits, especially Provincial or Country Exit and Entry permits.** |
| **Ethics Certificate:** Number and Date issued: |
| **Ethical and scientific supervision provided by:** |
| **Wildlife Exit and Entry permits:** Numbers and dates issued: |
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**IMPORTANT**

1. **ACCEPTANCE**The Association reserves the right to decline any Flight Request for any reason whatsoever.
2. **PILOT AVAILABILITY**

The Association’s ability to carry out a Flight Request is dependent on pilot availability. The Association relies on *volunteer* pilots to do the flying. Out of consideration to our pilots, the Association requests that you work with its office staff to accommodate their schedules.

1. **POST-FLIGHT REPORTS**

The Association requires each beneficiary, within two weeks of a mission having been flown, to submit to the Association a Post-Flight Report (as a Word document) together with Captioned Photographs (as individual JPEG files). Failure to submit the Post-Flight Report and Photos within two weeks of completion of a mission shall result in any future flight request being rejected.

1. **CONTRIBUTION TO THE BATELEURS**

The Association is entirely dependent on donations in order to offer a ‘free of charge’ aerial service. Accordingly, the Association will be grateful for any donations that may be made.

1. **MEDIA**

The Association reserves the right to include any representatives of the media on any mission. In the event that you, your organisation or any other party involved in this mission, issue a media release, including but not limited to printed, online and social media, detailing this mission, you agree to acknowledge the Association in same.

**6. COPYRIGHT**

The copyright in and to all imagery (including, without limitation, film, video, digital and photographic imagery) taken during the mission shall vest jointly in yourselves and the Association, on the basis that –

1. you shall be entitled to use such imagery as you deem fit and for your own profit or reward; and
2. the Association shall be entitled to use such imagery as it deems fit and for its own profit or reward.

You agree to:

1. furnish the Association, free of charge, with a copy of the master, original or negatives, as the case may be, of the final product in relation to such imagery;
2. allow the Association, at its own cost, to make copies of any other imagery taken during the mission which is not included in the final product referred to above;
3. provide the Association, **within two weeks of a flight having taken place**, with a written report and captioned photographs describing your flight objectives and findings. These will be used in our newsletters and various reports.

**7. INSURANCE**

Please note that it is the responsibility of passenger/s to arrange appropriate insurance cover for any and all flights. Neither the Association nor the volunteer pilot member provides insurance cover for any passenger/s.

**8. CONTACTING PILOTS**

All flight requests are to be directed to the Board of Directors of The Bateleurs by way of a duly completed Flight Request Form and not to individual Bateleurs pilots who are not members of the Board of Directors. You agree not to approach Bateleurs pilots for the purpose of making a Flight Request unless they are also members of the Board of Directors or unless this has been authorised by the Board of Directors.

**9. INDEMNITY AND WAIVER**

**I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, the undersigned, hereby agree and acknowledge that:**

1. I am fully aware of the risks associated with aircraft and flying, including, but without limitation, low level, anti-poaching and night flying;
2. I have requested the Association to fly a mission in terms of this Flight Request;
3. I accept that the mission ultimately flown by the Association pursuant to this Flight Request may deviate from the details set out in this Flight Request;
4. neither the Association, nor the directors, or members thereof (hereinafter collectively referred to as “the specified parties”) shall in any way whatsoever be liable to me for any loss, liability, damage or expense (including without limiting the generality of the foregoing, any damage caused at any time to me, or to my property (including, without limitation, the aircraft) or for any injury or loss of life sustained by me including special damages, and damages of a consequential nature, or for any loss suffered by me arising from the death of a passenger, of any nature whatsoever which I may suffer as a result of or which may be attributable to any act or omission (whether intentional, negligent, grossly negligent or otherwise) of any of the specified parties, and I release each of the specified parties against all such loss, liability, damage or expense;
5. I hereby indemnify each of the specified parties against all loss, liability, damage and expense (including legal costs on the scale as between attorney and client including disbursements incurred in defending any claim brought against any of the specified parties) of every nature whatsoever which any of the specified parties may suffer or incur at any time flowing from or which may be attributable to any claim or claims brought by me or any other third party as a result of the actions or omissions (whether intentional, negligent, grossly negligent or otherwise) of any of the specified parties;
6. the rights of the specified parties under this indemnity shall in no way be affected or diminished if any of the specified parties at any time obtains additional surety-ships, guarantees, securities or indemnities from whatever source in connection with the subject matter hereof;
7. each paragraph, word and clause in this indemnity is severable the one from the other and if any paragraph, clause or word is found by any competent court to be defective or unenforceable for any reason whatsoever, the remaining paragraphs, clauses and words shall be of full force and effect and continue to be of full force and effect;
8. the provisions hereof shall be binding upon my executor, estate, heirs, beneficiaries, trustees and administrators;
9. in this indemnity, unless the context clearly indicates the contrary intention, an expression which denotes the singular includes the plural and vice versa;
10. the validity, interpretation and construction of this indemnity or any matter arising out of the conclusion or termination hereof shall be governed by South African law and I consent and submit to the non-exclusive jurisdiction of the South Gauteng High Court for all purposes in connection herewith.

**SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**NAME IN FULL (please print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   
  
Signed at \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ on this \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ day of**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ 20 \_\_\_\_.**

**AUTHORITY**

If this Flight Request is made on behalf of a juristic entity, the person who signs this Flight Request in the space provided below warrants, by his signature, that he has authority to sign this Flight Request on behalf of that juristic entity.

**SIGNATURE:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**NAME IN FULL (please print):** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**DATE:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please feel free to include any background information that would help us better understand your request.

All Flight Requests are brought before the Board of Directors for review. After the Board of Directors has reviewed the information, we will contact you to discuss your request.