

BIG WATER AERO (PTY) LTD

Gliding Season — Terms & Conditions

Season 2026 / 2027

Important Notice

By submitting a booking and/or making payment, you confirm that you have read, understood, and agree to be bound by these Terms & Conditions in full. Please read this document carefully before proceeding with any booking.

1. Definitions

"BWA"	Big Water Aero (Pty) Ltd, including its management, staff, contractors, and affiliates.
"Participant" / "Pilot"	Any individual booking or participating in the Camp in any capacity.
"Camp"	The Big Water Gliding Camp for the 2026/27 season, operating from 1 November 2026 to 31 January 2027.
"Services"	All services provided by BWA at the Camp, including but not limited to airfield access, hangarage, towing, ground support, and associated facilities.
"Booking Guide"	The BWA Pilot Information Booklet for the 2026/27 season, which forms part of the overall booking documentation.

2. Acceptance of Terms

- 2.1 Submission of a booking request and/or payment constitutes full and unconditional acceptance of these Terms & Conditions.
- 2.2 These Terms & Conditions must be read in conjunction with the Booking Guide, which contains additional operational details, pricing schedules, and camp-specific requirements.
- 2.3 Where any conflict arises between these Terms & Conditions and any other document, these Terms & Conditions shall prevail unless expressly agreed otherwise in writing by BWA.

3. Booking and Payment

3.1 All bookings are subject to availability and are allocated on a first-confirmed, first-served basis.

3.2 Deposit & Payment Structure

- 3.2.1 A non-refundable deposit of 30% of the total booking value is required to secure a confirmed reservation. No spot, aircraft type, or hangarage allocation will be held without receipt of the deposit.
- 3.2.2 The remaining balance is due no later than 30 days prior to the camp start date. Failure to pay the balance by this date will result in cancellation of the reservation without further notice.

To qualify for the early bird discount,

- 3.2.3 If the deposit and full balance are paid between 1 April and 31 May, the balance will qualify for the 10% early bird discount applicable to that period.
- 3.2.4 If the deposit and full balance are paid between 1 June and 31 July, the balance will qualify for the 5% early bird discount applicable to that period.

For the avoidance of doubt, the early bird discount applies to the balance only, not to the deposit. By way of example: a Participant whose total membership fee is €1,000 pays a 30% deposit of €300 on 1 April and settles the remaining €700 before 31 May. The 10% discount applies to the €700 balance, resulting in a payment of €630. The Participant's total cost is therefore €930, representing a saving of €70.

- 3.3 No on-site cash or foreign currency payments will be accepted unless expressly agreed in writing by BWA prior to arrival.
- 3.4 All pricing is denominated in Euro (€). Invoices will be issued in South African Rand (ZAR) at the applicable exchange rate as set out in the Booking Guide.
- 3.5 BWA reserves the right to reissue invoices where payment delays result in material exchange rate movements.
- 3.6 For invoices issued on or after 1 November 2026, the ZAR/EUR spot rate will be fixed as at 1 November 2026 and applied for the full duration of the camp, plus a 5% card processing fee.
- 3.7 Walk-in and on-arrival participation is permitted at BWA's discretion, subject to availability at the time of arrival. Walk-in Participants will be charged at the applicable standard rate with no early bird discount. No guaranteed spot, aircraft allocation, or hangarage is available. An administrative fee may apply.

4. Cancellation and Refund Policy

2.1 All cancellation requests must be submitted in writing and directed to BWA's booking contact as listed in the Booking Guide.

Cancellation Timing	Refund Entitlement
More than 30 days prior to camp start date	70% refund
Less than 30 days prior to camp start date	50% refund
After Camp Starting Date	No Refund

2.2 No refunds will be issued during the camp in the following circumstances:

- Weather-related non-flying days or reduced flying opportunities
- Early departure or non-arrival
- Personal circumstances, travel disruptions, or visa complications
- Removal from the Camp due to conduct or safety breaches
- Inadequate/expired pilot/aircraft licensing documentation

2.3 BWA reserves the right to consider discretionary goodwill credits on a case-by-case basis, at its sole discretion. The granting of any such credit shall not create an obligation to do so in future

5. Weather and Operational Conditions

5.1 Gliding is inherently weather-dependent. BWA makes no representation or guarantee regarding the number of flyable days, soaring conditions, or flying opportunities during the Camp.

5.2 No compensation, credits, or refunds shall be provided as a result of unfavourable weather conditions or weather-related disruptions to operations.

6. Tug Aircraft Availability

6.1 BWA has secured the provision of dedicated tug aircraft services for the 2026/27 season through a formal agreement with Jonker Sailplanes (Pty) Ltd. Both a primary and standby tug aircraft will be based at Big Water Airport for the duration of the Camp.

6.2 Notwithstanding Clause 6.1, tug availability remains subject to operational, mechanical, regulatory, and other factors that may fall outside BWA's reasonable control, including but not limited to:

- Aircraft breakdown or unserviceability
- Mandatory maintenance or airworthiness requirements
- Regulatory grounding orders issued by the SACAA or other competent authority
- Force majeure events as defined in Clause 13

6.3 In the event that the primary tug aircraft becomes unavailable, the standby tug aircraft will be mobilised. Where no on-site replacement is immediately available, BWA's tug provider is contractually obligated to dispatch a suitable replacement aircraft within 48 hours.

6.4 Participants acknowledge that tug services are provided by an independent third-party contractor, and BWA shall not be liable for any failure or delay attributable to such contractor.

6.5 Where tug services are temporarily unavailable due to circumstances beyond BWA's reasonable control and BWA has taken reasonable steps to restore availability, no refunds or monetary compensation shall be payable to Participants in respect of such unavailability.

6.6 BWA has made reasonable provision for tug availability by securing both a primary and standby tug aircraft for the full duration of the Camp. Notwithstanding this, in the event that both tug aircraft simultaneously become unavailable due to circumstances beyond BWA's reasonable control, no refunds or monetary compensation shall be payable to any Participant in respect of such unavailability. BWA may, at its sole discretion, offer a goodwill credit applicable to a future season's camp, but shall be under no obligation to do so.

6.7 BWA's liability in respect of tug unavailability is limited to the remedies described in this clause and shall not extend to any indirect, consequential, or special losses, including travel costs, accommodation, or loss of flying opportunity.

7. Pilot Licence and Regulatory Requirements

7.1 All Participants must hold valid and appropriate pilot licences, ratings, and medical certificates in accordance with local and foreign CAA regulations applicable to the aircraft they intend to operate.

7.2 Foreign-licensed pilots wishing to operate South African-registered aircraft must complete all required SACAA validation, endorsement, or flight test procedures prior to commencing flight operations. This process is facilitated through Jonker Sailplanes and is the Participant's responsibility to arrange in advance.

7.3 Participants are solely responsible for ensuring that all licences, ratings, medical certificates, and logbook endorsements remain current and valid for the full duration of their attendance at the Camp.

- 7.4 The Participant acknowledges that gliding and aerotow operations involve inherent risks, including but not limited to aircraft accidents, mid-air collision, hard landings, towline failure, weather-related hazards, and airfield operations risks, which may result in serious injury or death
- 7.5 All flying and associated activities are conducted entirely at the Participant's own risk.

8. Insurance

- 8.1 All Participants must hold valid third-party liability insurance appropriate for the aircraft and operations they intend to conduct. Proof of insurance may be requested by BWA at any time.
- 8.2 Hull insurance is strongly recommended. BWA shall not be responsible for any damage to or loss of aircraft, regardless of cause.
- 8.3 BWA shall not be liable for any loss, damage, or injury to aircraft, equipment, personal property, or persons arising from any cause, including but not limited to ground handling incidents, weather events, theft, vandalism, or acts of third parties.

9. Aircraft Storage and Personal Property

- 9.1 Aircraft parking and hangarage are provided subject to availability. Priority for hangar space is given to Participants who have pre-booked and prepaid in accordance with the Booking Guide.
- 9.2 All aircraft and personal property are stored at the sole risk of the Participant. BWA accepts no responsibility whatsoever for any loss, damage, or deterioration, howsoever arising.
- 9.3 Fully assembled gliders stored in hangars must remain actively flying. Long-term unused storage is not permitted without prior written consent from BWA. Storage allocation will be prioritised for actively flying Participants.
- 9.4 Gliders stored with disassembled wings in closed hangar space will be charged at 40% of the applicable closed hangarage rate.

10. Operational Compliance

- 10.1 All Participants must comply with BWA's published airfield procedures, operational instructions, safety requirements, and radio protocols at all times.
- 10.2 BWA reserves the right to restrict, suspend, or terminate any Participant's flying or ground privileges at any time for safety, operational, or regulatory reasons, without liability and without refund.

11. Conduct and Safety

- 11.1 Participants must conduct themselves in a safe, responsible, and respectful manner at all times, both in the air and on the ground.
- 11.2 Any behaviour deemed by BWA to be unsafe, negligent, reckless, disruptive, or contrary to the interests of other Participants or the operation of the Camp may result in immediate removal from the Camp without refund.

12. Services and Pricing Adjustments

- 12.1 BWA reserves the right to adjust service pricing where reasonably necessitated by:
- Fuel price fluctuations
 - Exchange rate movements
 - Changes in operational or regulatory costs
- 12.2 Any material pricing adjustment will be communicated to affected Participants as far in advance as is reasonably practicable.
- 12.3 Aerotow rates are indicative and subject to variation based on the fuel price prevailing at the time of use, as noted in the Booking Guide.

13. Force Majeure

- 13.1 BWA shall not be liable for any failure or delay in the performance of its obligations arising from events or circumstances beyond its reasonable control or any circumstance which renders the continued operation of the Camp commercially impracticable or unsafe, including but not limited to:
- Regulatory actions or directives by competent authorities
 - Fuel shortages or supply chain disruptions
 - Infrastructure failures, power outages, or telecommunications disruptions
 - Labour disruptions, strikes, or civil unrest
 - Pandemic, epidemic, or public health emergency
- 13.2 In such circumstances, BWA will use reasonable endeavours to mitigate the impact on the Camp and to communicate with Participants as promptly as possible.

14. Limitation of Liability

- 14.1** To the fullest extent permitted by applicable law, BWA's aggregate liability to any Participant in connection with these Terms & Conditions and the Camp shall not exceed the total amount paid by that Participant for the relevant booking.
- 14.2** BWA shall not in any event be liable for:
- Indirect, special, or consequential losses of any nature
 - Loss of income, revenue, or anticipated savings
 - Travel, accommodation, or repatriation costs
 - Loss of flying opportunity or competition preparation time
 - Any other losses not directly caused by BWA's proven negligence
- 14.3** Nothing in these Terms & Conditions is intended to limit or exclude any rights or remedies which may not be lawfully limited or excluded in terms of the Consumer Protection Act, 68 of 2008, where applicable.

15. Indemnity

- 15.1** Each Participant indemnifies and holds harmless BWA, its directors, employees, agents, and contractors against any and all claims, actions, damages, losses, costs, and liabilities (including legal costs on an attorney-and-own-client scale) arising directly or indirectly from:
- The Participant's participation in the Camp
 - Any breach by the Participant of these Terms & Conditions
 - Any negligent or unlawful act or omission by the Participant
 - Any third-party claim arising from the Participant's operations

16. Governing Law and Dispute Resolution

- 16.1** These Terms & Conditions shall be governed by and construed in accordance with the laws of the Republic of South Africa.
- 16.2** Any dispute arising out of or in connection with these Terms & Conditions shall first be referred to good-faith negotiation between the parties.
- 16.3** Failing resolution through negotiation within 14 days, disputes shall be subject to the jurisdiction of the competent courts of the Republic of South Africa.

17. Amendments

- 17.1** BWA reserves the right to amend or update these Terms & Conditions at any time.
- 17.2** The version of these Terms & Conditions applicable to any booking will be the version in force at the time full payment is received by BWA.
- 17.3** Where material amendments are made after a booking has been confirmed, BWA will notify affected Participants within a reasonable time.

18. Marketing & Partnerships

- 18.1** By making use of our facilities and services, participants grant Big Water Airport (BWA) the right to capture and use photographs and video footage for marketing and commercial purposes
- 18.2** Nothing in these Terms shall be construed as creating any partnership, joint venture, or agency relationship between the parties.

19. Protection of Personal Information

Big Water Airport respects your privacy and is committed to protecting your personal information. Any personal information collected through your use of our facilities and services will be processed in accordance with the Protection of Personal Information Act 4 of 2013 (POPIA) and all applicable data protection legislation. By making use of our services, you consent to such processing. For any queries regarding your personal information, please contact us directly.

20. Contact Details

Big Water Aero (Pty) Ltd

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Website: www.bigwater.aero