

## 1 Definitions

As used in this contract "Carrier" means all carriers that carry or undertake to carry the passenger, baggage and/or freight or perform any other service incidental to such carriage, "Ticket" means a travel document and baggage check or other itinerary authorizing the passenger to be carried on Carrier's aircraft, "Sector" means any part of a journey where passengers embark or disembark or are allowed to embark or disembark, "Positioning" means a flight to transport the aircraft to any other airport, "Charter" means the hiring of Carrier to transport passengers, baggage and/or freight from a point of departure to a point of destination as a non-scheduled service, "Specials" are trip arrangements that may attract special conditions as well as different prices than the published price list, "CH" means shared charter fare and includes the number of seats booked, other seats may be sold to other passengers, "PC" means private charter and includes the number of seats booked and no other passengers will be on board the aircraft, "SB or S" means stand-by.

## 2 Liability

### 2.1 Warsaw\_Convention / Hague\_Protocol

Passengers on a charter including any destination in a country other than the country of departure are advised that the Warsaw Convention of 1929 (The Convention) and the Hague Protocol of 1955 (The Protocol) and subsequent amendments, may be applicable to the whole journey. The convention governs and in most cases limits the liability of the Carrier for death or personal injury, and in respect of loss or damage to baggage and personal effects.

2.2 Insofar as the carriage is not governed by the Convention, carriage is only accepted with the passenger's agreement that liability of the Carrier for any death or injury, or loss or damage of any kind whatsoever, caused or occasioned during carriage by air or in connection with auxiliary services incidental to the carriage by air, or whether or not occasioned by the act, omission, neglect or default of the Carrier, their servants or agents, is limited to the same maximum compensation amounts as set out in The Convention and The Protocol and not subsequent amendments thereto.

2.3 The passenger hereby indemnifies the Carrier against any claim exceeding the limitations laid down by The Convention and The Protocol for compensation for any damage, loss, injury or death whether sustained on board the aircraft or in the course of any of the operation of flight, embarking or disembarking, caused directly or indirectly to the passenger and his/her belongings which indemnity shall extend to the passenger's dependants or any other person.

### 3 Carrier's Responsibilities & Rights

3.1 Carrier undertakes to use its best efforts to carry the passengers, baggage and freight at the times indicated on the travel document. Times shown in timetables, tickets or elsewhere are not guaranteed and form no part of the contract between the passenger and carrier. Though the Carrier will use his best endeavours to carry the passenger as per requested timetable, the carrier specifically assumes no responsibility for making onward connection, nor is the Carrier liable to cover any costs arising from delayed or missed connections, including but not limited to overnight stays or consequential losses. Any refunds offered by Carrier as a sign of goodwill are at its sole discretion.

3.2 The Carrier reserves the right to substitute aircraft and alternative carriers and alter routes at its discretion. In case of alternative carriers, their respective conditions of carriage apply and the contract is then directly between the passenger and the respective carrier and the original carrier acts as agent only.

3.3 Carrier may refuse transportation if the applicable fare has not been paid prior to departure, unless other arrangements are in force.

3.4 If Carrier is unable to carry any passenger and/or his baggage or freight for a Sector or the whole journey, Carrier may make alternate arrangements to transport passengers, baggage and/or freight to any of the booked destinations. These alternate arrangements include any available, reasonable and safe means of transport, including but not limited to aircraft, vehicles, boats, ships.

3.5 At the sole discretion of Carrier the contract may be cancelled and the fee paid be refunded, if Carrier is unable to fulfill his transport obligation, due to technical, meteorological or other problems. This refund will satisfy the contractual obligations of Carrier and no other costs whatsoever will be refunded or paid.

### 4 Passenger's Responsibilities and Rights

4.1 Passengers shall comply with Government travel requirements as in force at the time of travel and accept to complete all required documents in the course of the journey. Passengers accept to comply with laws and regulations concerning dangerous goods, drugs, weapons and other limitations in force at the time. Carrier assumes no responsibility for visas, departure or other taxes or other documentation or fees in connection with the passenger, his baggage or freight. Passengers agree to comply with departure procedures as in force at each departure point and adhere to the check-in times. Carrier is not responsible for delays caused by delayed passengers.

4.2 Passengers arriving late for check-in lose the right of carriage, but may be carried if operational circumstances permit. No refund is due for missed flights.

### 5 Travel Documents / Mode of Charter

5.1 Travel documents are not transferable without prior approval of Carrier. When Carrier is chartered at "PC" fare and payment is made specifically for the total cost of one or more aircraft, then Carrier may only transport additional

passengers on empty seats with the agreement of the original Charterer and possible adjustment of the charter rate. When Carrier is chartered at "CH" fare, then Carrier may transport additional passengers on empty seats at its discretion.

5.2 Positioning flights or empty sectors are not part of the charter and may be utilized by Carrier at its own discretion.

5.3 On certain routes "specials" may be offered. The prices for individual seats may vary and may be subject to special conditions in addition to the standard conditions.

5.4 A travel document sold on CH basis entitles the passenger to travel from departure to destination on the booked day. While Carrier endeavours to adhere to the preferred time of passengers, these times and routes may vary within reason (i.e. +/- 3 hours) depending on operational requirements, but if seats have been booked with onwards connection, then Carrier will adhere to the minimum check-in times on destinations. Please note that such requirements must be mentioned with the booking to be binding on Carrier.

## 6 Prices:

6.1 Published prices are retail and apply to a single journey from the indicated departure point to the destination point.

6.2 Published price lists are for information only and may be changed depending on operational costs.

6.3 Prices are firm only when a confirmation has been issued by Carrier and payment is made within the agreed period.

6.4 Special prices are firm for bookings up to 10 days before travel. For shorter periods, prices apply only if confirmed by carrier. Otherwise a different price may be charged.

6.5 A fuel surcharge may be levied if fuel prices increase more than 5% between the date of confirmation and the start of the journey.

6.6 Prices include all operator fees and charges and VAT where applicable.

6.7 No VAT is applicable when a section of a journey including a landing is outside Malawi.

6.8 Published prices do not include costs for pilot and aircraft for overnight stops. Depending on the type and nature of a journey these costs may be charged additionally or have to be paid directly by the customer.

## 7 Payments

7.1 Payment must be made within 7 days of a confirmed booking or prior to flight, whichever occurs first, unless a line of credit is maintained with Carrier.

7.2 Payments from overseas must be made in foreign currency to our foreign currency account as indicated on the invoice or otherwise communicated.

7.3 Local payments must be made in local currency. If prices have been quoted in foreign currency, then the rate to be used for payment is the current IATA rate unless another rate has been agreed beforehand.

## 8 Stand-By\_Passengers

At the discretion of Carrier empty seats may be offered on stand by basis. Stand-by seats may be requested in advance, but carrier is only bound to accept the passenger on stand-by basis (even if documents have been issued) if at check-in closing time, the requested seats are still available.

## 9 Weights

9.1 By law all passengers embarking onto light aircraft have to be weighed.

9.2 Maximum permitted passenger weight allowed by carrier incl. all baggage, hand luggage, cameras and any other items is 100 kg per person, out of which a maximum of 15 kg is allowed to be luggage, unless different weights have been agreed or published on price lists. Special arrangements can be made for heavier payloads. Failure to disclose a heavier weight at the time of booking may result in excess charges or baggage and/or passengers being left behind due to safety reasons. Averaging of group weights is not permitted unless agreed with Carrier beforehand.

9.3 Bags must be soft, pass through an opening of 28 x 48 cm and weigh not more than 15 kg each. Hard cases may only be carried if ARRANGED BEFOREHAND and agreed by carrier in writing.

## 10 Booking / Confirmation / Changes / Cancellation / Refund

10.1 A provisional booking may be requested up to 12 months in advance. A booking remains provisional until confirmed by Carrier at which time payment becomes due.

10.2 Cancellation of confirmed bookings: all times calculated from first sector, +14 days = admin charge, 14 - 5 days = 25%, 5 days and less 100% of flight costs for the sector(s) but due allowance will be made for actual expenses incurred and aircraft scheduling, no refund for cancellations less than 48 hours and for no-show passengers.

10.3 Charges for Changes (date/time/no of pax/routing): Cancellation fee for original booking/sector and new pricing for changed flight request with due allowance of actual costs incurred, as communicated by carrier.

10.4 Administration fee is charged for cancellations and booking changes (date/time/no of pax/routing) of confirmed bookings less than 14 days before flight. The fee is applicable per group and is USD 60,00.

## 11 Agents and Travel Operators

11.1 Agents and travel operators receive a discount on quoted rates. This discount is at the sole discretion of Carrier.

11.2 Loyalty schemes may be offered to high volume generating agents.