

AIR TRANSFER CONDITIONS OF CARRIAGE FOR NYASA EXPRESS LTD

1. DEFINITIONS

- 1.1 **"Aircraft"** means all and any Aircraft operated by the Carrier;
- 1.2 **"Baggage"** means the passenger's personal articles accompanying the Passenger on Carriage under this Passenger Ticket;
- 1.3 **"Carriage"** means the carrying or transportation of Passengers and/or their Baggage by Carrier pursuant to this Passenger Ticket;
- 1.4 **"Carrier"** means NYASA EXPRESS LTD. The Carrier may be referred to herein after as **"NYASA"**
- 1.5 **"Convention"** means whichever of the following international instruments are applicable:
- 1.5.1 The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (hereinafter referred to as the "Warsaw Convention")
 - 1.5.2 The Warsaw Convention as amended at The Hague on 28 September 1955;
 - 1.5.3 The Warsaw Convention as amended at The Hague and by Additional Protocol No.1 of Montreal (1975);
 - 1.5.4 The Warsaw Convention as amended at The Hague and by Additional Protocol No.2 of Montreal (1975);
 - 1.5.5 The Warsaw Convention as amended at The Hague and by Additional Protocol No.4 of Montreal (1975);
 - 1.5.6 The Unification of Certain Rules Relating to International Carriage by Air Performed by a Person other than the Contracting Carrier signed in Guadalajara on 18th September 1961 (herein after referred to as the "Guadalajara Convention"); and/or
 - 1.5.7 The Convention for the Unification of Certain Rules for International Carriage by Air signed at Montreal on 28th May 1999 (hereinafter referred to as the "Montreal Convention");
- Collectively hereinafter referred to as the "Conventions"
- 1.6 **"Damage"** includes death, wounding, or bodily injury to a passenger, and/or loss, partial loss, theft or other damage to a Passenger's Baggage and personal articles, arising out of or in connection with Carriage or other services incidental thereto performed by the Carrier;
- 1.7 **"Domestic Carriage"** means an air service excluding an international air service as defined in 1.8 below;
- 1.8 **"International Carriage"** means any Carriage in which, according to the agreement between the parties, the place of departure and place of destination, whether or not there be a break in Carriage, are situated either within the territories of two States parties (as contemplated in the Conventions referred to in 1.5 above) or within the territory of a single State party if there is an agreed stopping place within the territory of another State, even if that State is not a State party. Carriage between two points within the territory of a single State party without an agreed stopping place within the territory of another state will not be deemed to be International Carriage.
- 1.9 **"Passenger"** means any person carried or to be carried in an Aircraft by the Carrier pursuant to a Passenger Ticket. (Also referred to hereinafter as "You", "Your" and "Yourself");
- 1.10 **"Passenger Ticket"** means the document entitled "Passenger Ticket" including the reverse side thereof, any additional notices issued by NYASA or on our behalf, relating to the Passenger's Carriage

2. INTERNATIONAL CARRIAGE

International Carriage will be subject to the articles of Carriage as set out in the applicable Conventions, including the Warsaw Convention, as amended at The Hague; the Montreal Convention and the Guadalajara Convention

3. DOMESTIC CARRIAGE

3.1 In the event that the Carrier shall become legally liable to pay compensatory damages (including all and any legal incidental costs) in respect of accidental bodily injury (fatal or otherwise) to a Passenger whilst entering, on board or alighting from an Aircraft, the Carrier does hereby limit its liability to the maximum amount prescribed in the Article 22(1), (2) (a) and (b) and (3) of the Warsaw Convention amended by the Guadalajara Convention, as converted into South African Rand by Government Gazette No 18344, Notice No.1329, Regulation Gazette No. 6024, 10 October 2007. The Passenger by accepting this Passenger Ticket does hereby accept such limitation of the Carrier's liability in the event of accidental bodily injury (fatal or otherwise) to the Passenger whilst entering, on board or alighting from an Aircraft.

3.2 Without in anyway derogating from the aforesaid limitations of liability the Carrier shall not be liable for:

- 3.2.1 Any indirect or consequential damages of whatsoever nature and howsoever caused; or
- 3.2.2 Loss of or damage to the Passenger's Baggage of Whatsoever nature and howsoever caused;
- 3.3 The Passenger by accepting this Passenger Ticket does hereby indemnify and hold harmless the Carrier from and against all claims for damages of whatsoever nature and howsoever caused arising from, in connection with, or related to the loss of or damage to the passenger's Baggage.
- 3.4 T The Passenger by accepting this Passenger Ticket does hereby indemnify and hold harmless the Carrier from and against all claims for damages of whatsoever nature and howsoever caused arising from, in connection with, or related to the injury and/or death of the Passenger.
- 3.5 Any right to damages shall be extinguished if an action is not brought within one (1) year of the date of arrival at destination the date on which the Aircraft was scheduled to arrive, or the date on which the Carriage stopped.
- 3.6 The law of South Africa shall apply to and govern all the rights and obligations of the Passenger and the Carrier hereunder. The South African courts shall have exclusive jurisdiction in any and all disputes arising from any all Carriage provided by the Carrier.

ALL CARRIAGE

- 4. Passengers shall comply with all customs, travel, health and immigration requirements, of the countries or territories to be visited. The Carrier shall not be liable for any damage to the Passenger or their Baggage of whatsoever nature and howsoever caused arising from The Carrier's compliance with any laws or governmental regulations, or arising from the failure of the Passenger to comply with the same. The Passenger by accepting this Passenger Ticket does hereby indemnify and hold harmless the Carrier from against all claims, payments, demands, actions, causes of action, losses and expenses which may be taken or made by any party, arising from the Carrier's compliance with any laws or governmental regulations, or arising from the failure of the Passenger to comply with the same.
- 5. Any exclusion or limitation of liability contained herein, or in any additional notices issued by NYASA or on Our behalf relating to the Passenger's Carriage, shall apply to and be for the benefit for agents, servants and representatives of the Carrier and any person whose Aircraft is used by the Carrier, its agents, servants and representatives.
- 6. Unless otherwise provided for in this Passenger Ticket, this Passenger Ticket is valid for Carriage for one year from date of issue.
- 7. The Passenger must arrive for check in by the time fixed by the Carrier on the Passenger Ticket, or on a notice issued by the Carrier. If no time is fixed by the Carrier, then Passenger must arrive for check in at least forty five (45) minutes prior to the departure time. Failure by the Passenger to comply with the

aforesaid time provision will result in forfeiture of the full payment and seat may be given to another person.

8. The Carrier undertakes to use its best efforts to carry the Passenger and their Baggage with reasonable dispatch. Times shown in time-tables or elsewhere are not guaranteed and form no part of this contract. At any time, and in the Carrier's sole discretion, the Carrier may substitute Aircraft and may alter or omit stopping places shown on the Passengers Ticket. Schedules are subject to change without notice.
9. The Passenger acknowledges the authority of the Carrier's commander or his or her authorised deputy of Aircraft and undertakes to obey his lawful commands under all circumstances from the commencement, and for the duration, of the journey.
10. No agent, servant or representative of the Carrier has the authority to alter, modify or waive any provision of these Conditions.
11. The conditions of carriage relating to the limits of liability of the carrier for death or personal injury and in respect of loss of or damage to baggage are subject to the provisions of Montreal Conventions 1999 and to prevailing Malawi Civil Aviation regulations.
12. Passengers are permitted a maximum baggage allowance of 15 kgs per person. Soft bags are strongly recommended. This allowance shall include all hand baggage. The carriage of excess baggage is at the sole discretion of the Company after taking into consideration the aircraft being used and the admissible maximum load and will be charged at an excess luggage fee of US\$5.00 per kg per sector unless excess allowance is requested and paid in advance in which case a rate of USD2.50 per kg will apply.
13. Final decision on load allowable or any flight condition is solely up to the pilot in command. Passengers are kindly requested to adhere to the luggage restriction in the interests of safety.
14. Freight is carried strictly subject to aircraft capacity. The company does not accept any liability for any direct or consequential cost arising from any delays in the carriage, due to any reasons whatsoever. In the event of the freight being lost or damaged during carriage, the Company's liability is limited to a maximum of US \$ 10 per kg.
15. Dangerous goods must be declared as per the dangerous goods regulations. Goods must be packaged and marked correctly according to the appropriate authorities' instructions
16. Any exclusion or limitation of liability of carrier shall apply to and be for the benefit of agents, servants and representative of carrier and any other person whose aircrafts is used by carrier for carriage and its agents, servants and representatives.
17. Full payment is required before a reservation is held as confirmed. Any reservation not paid in full at least 14 days prior to departure will be cancelled. Tickets are not transferable
18. Flight amendment and cancellation permitted at any time on payment of reservation change penalty of USD50 per passenger, per sector changed.
19. In the event of passengers cancelling their reservation, the following penalties will apply: 01-14 days prior to departure attracts a 100% cancellation penalty; 15-30 days prior to departure attracts a 50% cancellation penalty, 30+ days prior to departure passengers will be reimbursed in full less a USD25 processing fee and any applicable bank charges relating to refund.
20. All cancellations and amendments to be made in writing by email or by SMS during office hours (0800hrs-1700hrs) and to be acknowledged by the company.
21. Charter amendments and cancellation: 50% charge if received less than 48 hours prior to departure and provided the aircraft has not flown any sector relating to this charter (including positioning flights). In the event of plane having flown, 100% cancellation charges will apply.
22. Nyasa Express reserves the right to use single or twin-engine aircraft on any route
23. Passengers that are assumed to not safely and/or comfortably fit in one of the aircraft seats will need to advise Nyasa Express of this in advance so that the necessary allocations can be made, failure to advise our reservations or operations office in advance could result in refused boarding and full cancellation terms will apply.
24. Ulendo Safaris Limited general terms and conditions for tours and safaris, displayed on the companies website http://www.ulendo.net/terms_conditions.php. Customer may request a copy of the same.
25. Flights may be changed or cancelled without prior notice. The Company is not responsible for any direct or consequential costs resulting from any cancellation or delays to its services
26. In the event of a cancellation or diversion of a flight due to bad weather or circumstances beyond our control or deemed to be in the interest of passenger safety. Passengers will be refunded for the leg transfer sector only
27. Should any late changes to the flight booking or transfer details be made, Nyasa Express shall make every effort to accommodate the client to the best of our ability, however, Nyasa Express shall not be held liable should we be unable to assist delayed passengers
28. Please note that Nyasa Express will not be held liable for accommodation or any other costs should commercial airlines be delayed and we are unable to transfer the clients due to daylight restrictions, weather conditions or closure of the Airport.
29. Tariffs are subject to change without prior notice
30. Smoking is not allowed on any Nyasa Express or CFA Aircraft
31. Claims for any event must be received in writing by the company within 7 days of its occurrence. In case of dispute the Malawi Supreme Court shall be deemed the regulating authority.
32. The Carrier does not take responsibility for delays and missed connection with other transporters
33. As Nyasa Express aircraft are small, they require flexibility in seating arrangements and, on occasion, a group may be split and fly on different aircraft. Baggage and weights are vital considerations and passengers may have to be weighed on certain routes.
34. All passengers are required to ensure they have adequate travel insurance which includes cancellation and personal accident cover.
35. No agent, servant or representative of the carrier has authority to alter, modify or waive any provision of this contract

36. Nyasa Express endeavor to provide a fully reliable, efficient service, however, should the aircraft become unserviceable, we will endeavor to provide a replacement service if possible, but should this not occur, we will not be held liable for any subsequent costs.
37. Nyasa Express reserves the right to change the terms and conditions within reason at anytime