



SAFARI AIR TERMS AND CONDITIONS



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1. Definitions

In these terms and conditions, the following expressions shall have the following meanings:

The Agreement: Any contract between Safari Air and the client for the charter of the Aircraft from Safari Air.

The Aircraft: Any aircraft, which the client has agreed to charter from Safari Air.

The Pilot: The Pilot of the Aircraft.

The Carrier: Safari Air LDA.

The Charterer/Client: Any person, firm or body corporate chartering, or offering to charter, any aircraft from Safari Air.

Charter: The flight(s) described in the Flight Schedule.

Charter Price: The price for the Charter as set out in Safari Air's quotation and amended by Safari Air's

written confirmation of the client's booking.

Flight Schedule: The Flight Schedule as set out in Safari Air's confirmation of the client's booking.

2. Application of Terms

2.1 These terms and conditions shall apply to all contracts for the Charter of Aircraft from Safari Air and shall be to the exclusion of all other terms and conditions (including any terms or conditions which the Charter purports to apply under any order, confirmation of order or other document).

2.2 Each order or acceptance of a quotation for the charter of an Aircraft shall be subject to these terms and conditions.

2.3 No order by the client for the Charter shall be deemed to be accepted by Safari Air until written confirmation of the order is issued.



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2.4 The term of validity of any quotation or offer shall be indicated on the quotation of offer. Where a validity term is omitted all quotations or offers are open for acceptance for 48 hours from date of issue and subject to aircraft prior booking and other indicated conditions at time of reservation.

3. Aircraft and Crew

3.1 Safari Air shall provide for the Charter's sole use of the Aircraft (subject to any other agreement), manned and equipped for the performance of the Charter as specified in Safari Air's quotation and in the Flight Schedule.

3.2 Safari Air reserves the right to charge for any auxiliary services not specified in the Flight Schedule. 3.3 The Charter shall ensure that the Flight Schedule is complete and accurate.

4. Scheduling of Charters

All Charters are to be scheduled 7-days in advance. This is to ensure the availability of the suitable aircraft and prevent any delays. Should a Charter need to be made with shorter notice, Safari Air will make accommodations depending on availability.

5. Substitution of Aircraft

5.1

5.2 To the extent that such substitution involves additional costs, such additional costs shall be notified to the client, who shall be entitled to either accept the additional cost or decline the offer of an alternative carriage.

6. Pilot Discretion

6.1 The Pilot shall have absolute discretion:

6.1.1 to refuse any passenger(s), baggage or cargo.

6.1.2 to decide what load may be carried out on the Aircraft and how it shall be distributed.



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6.1.3 to decide whether and when a flight may be safely undertaken and where and when the Aircraft should be landed.

7. Charter Price

7.1 The client shall pay promptly to Safari Air the Charter Price immediately on receipt of the Safari Air's invoice unless a different credit period had been agreed in writing by the Safari Air.

7.2 Time for payment shall be of the essence.

7.3 Safari Air shall be entitled to treat non-payment of the Charter Price as constituting the cancellation by the client of the relevant Charter entitling Safari Air to payment.

7.4 If the client fails to pay Safari Air any sum pursuant to the Agreement the client shall be liable to pay interest on the amount for payment due at the rate of statutory default interest accruing on a daily basis until payment is made.

8. Safari Air's Protection Against Increased Cost

If there is any increase after the date of the Agreement in security costs, aviation insurance premiums, fuel, oil, landing and airport fees, air traffic control and air navigation charges, airport passenger duty or similar costs relating to the operation of the Aircraft or any part of the Charter, Safari Air shall be entitled to increase the Charter Price accordingly.

Fuel surcharges are made as accurately as possible and any additional fuel surcharges are for the clients account.

9. Availability of fuel

Charters are subject to the correct fuel being available at the destination and/or en-route if so required.



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10. Taxes and Charges

Unless expressly included, the Charter Price does not include any taxes including, without limitation, VAT duties, levies or charges assessed or imposed by any taxing or airport authority directly upon the execution or performance of the Agreement or the carriage embarkation or disembarkation of passengers or the loading or unloading of baggage and/or goods all of which shall be paid by the Charter on demand. If any such taxes, fees or charges change, or new taxes, fees or charges are imposed after Safari Air has issued an invoice the client will pay any increase immediately on receipt of the invoice.

11. Overflight/ landing permits

When confirming a Charter, the flight shall not commence without all permits (48 hours in advance) being issued, i.e. authorizations for international flights or permits for landing at privately owned airfields.

12. Departure from Flight Schedule

Safari Air shall use all reasonable endeavors to complete the Flight Schedule but shall be entitled to depart from the Flight Schedule for any cause beyond its reasonable control.

13. Weather diversions and delays

Weather has to be taken into account on all flights for the safety of Safari Air's passengers, crew and aircraft. The final decision rests with the pilot in charge of the charter. Adverse weather is an 'act of god' and Safari Air does not have any control over this; although it is inconvenient, Safari Air will not be liable for any delays or cancellations as a result. Safari Air will, however, advise on any possible delays or cancellations in a timely manner. Any additional costs will be for the clients account.

14. Airfield conditions

Most airfields serviced by Safari Air are unpaved and if heavy rains or strong winds are experienced, it can affect the safety of landing and takeoff. Additionally, these airfields are also restricted in length, and, thus, precautions must be made with regards to weight.



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In the interest of our passengers, crew and aircraft we will only be able to use these runways once they have become suitable for safe operations.

15. Operating hours

Charters are subject to daylight operating hours only, unless otherwise agreed to, or unless destination airport is fully equipped with night landing equipment.

16. Laws, Regulations and Visa's

16.1 The Charter shall comply with and ensure that each passenger and/or owner of freight carried observes and complies with all carriage regulations of Safari Air and all customs, police, public health and other laws and regulations which are applicable in the countries in which the flight originated, landings are made or over which flights are made.

16.2 The Charter warrants that all passengers will hold **all** necessary passports, visas, health and other certificates to secure transit through any intermediate points and/or entry into the place of destination.

17. Luggage

17.1 Individual baggage is strictly limited to between 10-15 kgs per passenger depending on aircraft and number of passengers flying. Any excess baggage will only be permitted when arranged and approved at the initial flight request stage.

17.2 Any dangerous goods as per the IATA Dangerous Goods Regulations must be declared. Goods delivered and incorrectly packaged, or without the correct documentation, will not be allowed on Safari Air's aircraft.

17.3 The client is responsible for all of the contents in their luggage. Safari Air will not be held liable for the contents in the luggage.



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18. Cancellation

In the event of a cancellation of the Charter by the client or any part of it, Safari Air shall be entitled to receive, as liquidated damages not a penalty, the following:

- 18.1. 60% of the quoted amount if cancellation occurs in 72 hours
- 18.2. 80% of the quoted amount if cancellation occurs in 48 hours
- 18.3. 90% of the quoted amount if cancellation occurs in 24 hours
- 18.4. 100% of the quoted amount if cancellation on the day of departure

19. Miscellaneous

Safari Air shall have no liability for any damage, loss, liability, cost or expense suffered, incurred or paid by the Charter or any other person in connection with a flood, storm, or other natural event; any war, hostilities, revolution, riot or civic disorder; any destruction, breakdown (permanent or temporary) or malfunction of, or damage to, the Aircraft (except to the extent that such destruction, breakdown or malfunction is attributable to Safari Air's negligence); the introduction of, or any amendment to, a law or regulation, or any change in its interpretation or application by any authority; any strike, lockout or other industrial action; any unavailability of, or difficulty in obtaining any parts for the Aircraft; any breach of contract or default by, or insolvency of, a third party (including an agent or sub-contractor), or any other event beyond the control of Safari Air, whether similar or not to any of the foregoing.



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