



**NAMIBIA HELICOPTER SERVICES CC**  
**- GENERAL CONDITIONS OF CARRIAGE (PASSENGERS AND BAGGAGE) -**

Clause 1:	INTERPRETATION AND DEFINITIONS	2
Clause 2:	APPLICABILITY	7
Clause 3:	TICKETS AND IDENTIFICATION	8
Clause 4:	FARES, TAXES, FEES AND CHARGES	10
Clause 5:	RESERVATIONS	11
Clause 6:	CHECK-IN AND BOARDING	12
Clause 7:	RIGHT TO REFUSE CARRIAGE	13
Clause 8:	BAGGAGE	15
Clause 9:	SCHEDULES, DELAYS AND CANCELLATION OF FLIGHTS	18
Clause 10:	REFUNDS	18
Clause 11:	CONDUCT ABOARD AIRCRAFT	20
Clause 12:	ARRANGEMENTS WITH CARRIER	21
Clause 13:	ADMINISTRATIVE FORMALITIES	21
Clause 14:	LIABILITY FOR DAMAGE	22
Clause 15:	TIME LIMITATIONS ON CLAIMS AND ACTIONS	24
Clause 16:	OTHER CONDITIONS	24

## 1. INTERPRETATION AND DEFINITIONS

1.The headings to the clauses of these Conditions of Carriage are inserted for reference purposes only and shall in no way govern or affect the interpretation thereof.

2.Unless inconsistent with the context, the expressions set forth below, and all cognate expressions, shall bear the following meanings:

<b>"Adult"</b>	means	a person over the age of 21;
<b>"Agreed stopping place"</b>	means	those places, except the place of departure and the place of destination, set forth in the ticket or shown in the Carrier's timetables as scheduled stopping places and the Passenger's route;
<b>"Authorised Agent"</b>	means	a Passenger sales agent (which can include Beyond) appointed to represent the Carrier to in the sale of air transportation on its services and <b>"Agent"</b> shall bear a corresponding meaning;
<b>"Baggage"</b>	means	such articles, effects and other personal property of a Passenger as are necessary or appropriate for wear, use, comfort or convenience in connection with the trip. Unless otherwise specified, it includes both Checked an Unchecked Baggage of the Passenger;
<b>"Baggage check"</b>	means	those portions of the Ticket which relate to the carriage of the passenger's checked baggage;
<b>"Baggage identification tag"</b>	means	a document issued by Carrier solely for identification of Checked Baggage;

<b>"Beyond"</b>	means	And Beyond Travel Namibia (Pty) Ltd, a private limited liability duly incorporated in accordance with the company laws of Namibia under registration number CY/1997/0002;
<b>"Business day"</b>	means	any day other than a Saturday, Sunday or recognised Namibian public holiday in terms of the Public Holidays Act, No. 26 of 1990 (as amended);
<b>"Carrier"</b>	means	Namibia Helicopter Services CC, a close corporation duly incorporated in accordance with the close corporation laws of Namibia under registration number CC/2010/1229 having its principal place of business situate at Kudukop Estate, Otjiwarongo District, Otjiwarongo, Republic of Namibia;
<b>"Carrier's Regulations"</b>	means	rules, other than these Conditions of Carriage, available from the Carrier upon request, governing carriage of Passenger and/or Baggage and shall include any applicable tariffs in force;
<b>"Checked Baggage"</b>	means	baggage of which the Carrier takes sole custody and for which the Carrier has issued a Baggage Check;
<b>"Child"</b>	means	a person 2 years of age and older, but younger than 21;
<b>"Conditions of Carriage"</b>	means	the Conditions of Carriage contained herein and " <b>Condition</b> " shall bear a corresponding meaning;

<b>“Contract of Carriage”</b>	means the Contract of Carriage entered into between the Carrier and a Passenger, which comprises of the Conditions of Carriage and and conditions contained on a Ticket, all of which shall jointly constitute a valid and binding agreement between the Carrier and Passenger;
<b>“Convention”</b>	<p>means whichever of the following instruments applicable to the Contract of Carriage:</p> <p>the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw on 12 October 1929 (hereinafter referred to as the <b>“Warsaw Convention”</b>);</p> <p>the Warsaw Convention as amended at The Hague on 28 September 1955;</p> <p>the Warsaw Convention as amended by Additional Protocol No. 1 of Montreal 1975;</p> <p>the Warsaw Convention as amended at The Hague 1955 and by Additional Protocol No. 2 of Montreal 1975; and/or</p> <p>the Warsaw Convention as amended at The Hague 1955 and by Additional Protocol No. 3 of Montreal 1975;</p>
<b>“Day”</b>	means a calendar day, including all seven days of the week; provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted; and that for purposes of determining duration of validity the day upon which the Ticket is issued, or flight commenced, shall not be counted;

<b>"Domestic Carriage"</b>	means	a journey whereby the ultimate destination or stop-over is in the same country as the country of departure;
<b>"Electronic Ticket"</b>	means	the Itinerary/Receipt issued by the Carrier or on its behalf, the Electronic Coupons and, if applicable, a boarding document;
<b>"Fare"</b>	means	the fare as described in 4 below;
<b>"Flight Coupon"</b>	means	both a paper document marked "Flight Coupon" and/or an Electronic Coupon, each of which entitles the named Passenger to travel on the particular flight identified on it and " <b>Coupon</b> " shall bear a corresponding meaning;
<b>"Force Majeure"</b>	means	unusual or unforeseeable circumstances beyond the Carrier's control, the consequences of which could not have been avoided even if all due care had been exercised;
<b>"Identification document"</b>	means	either a valid Namibian identification document, valid Namibian driver's license or a valid Passport;
<b>"Immediate Family"</b>	means	means a Passenger's spouse, children (including adopted children), parents, brothers and sisters, grandparents, grandchildren, parents-in-law, brothers and sisters-in-law and sons and daughters-in-law;
<b>"Infant"</b>	means	a person younger than 2 years;
<b>"International carriage"</b>	means	a journey whereby the ultimate destination or stop-over is in a country other than the country of departure;

<b>"Itinerary Receipt"</b>	means	a travel document or documents issued by the Carrier to Passengers travelling on Electronic Tickets, which contains the Passenger's name, flight information and further notices relevant to the journey. This document is to be retained by the Passenger and to be carried throughout the whole journey;
<b>"Minor"</b>	means	either a Child or an Infant;
<b>"No Show"</b>	means	an instance where a Passenger, who held a confirmed reservation for a flight, fails to use or cancel the reservation;
<b>"Passenger"</b>	means	any person (whether Adult, Child or Infant), except members of the crew, holding a Ticket and carried or to be carried in an aircraft with the consent of the Carrier;
<b>" Passenger Coupon or Passenger Receipt"</b>	means	that portion of the Ticket issued by or on behalf of the Carrier, which is so marked and which ultimately is to be retained by the Passenger when travelling on his respective flight;
<b>"Tariff"</b>	means	the published fares, charged and or related Conditions of Carriage of an airline filed, where required, with the appropriate authorities;
<b>"Ticket"</b>	means	either the document marked "Passenger Ticket and Baggage Check' or the Electronic Ticket (as the case may be), in each event issued by the Carrier or on its behalf, and includes the Conditions of Contract, notices and Coupons;

<b>“Unchecked Baggage”</b>	means any Baggage other than Checked Baggage;
<b>“Website”</b>	means the Carrier's website, which bears the domain “www.nhs.na”;

3. References in these Conditions of Carriage to:

- 3.1. any statutory or other legislative provision shall be construed as including any statutory or legislative modification or reenactment thereof, or any provision enacted in substitution therefor;
- 3.2. **“law”** shall include common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, statute, treaty or other legislative measure in any jurisdiction or any present or future directive, regulation, request or requirement (in each case, whether or not having the force of law but, if not having the force of law, the compliance with which is in accordance with the general practice of persons to whom the directive, regulation, request or requirement is addressed);
- 3.3. **“month”** or **“months”** is/are references to a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month (and references to months shall be construed accordingly) save that, where any such period would otherwise end on a nonBusiness day, it shall end on the immediately succeeding Business day, provided that if a period starts on the last Business day in a calendar month or if there is no numerically corresponding day in the month in which that period ends, that period shall end on the last Business day in that later month and calendar month shall be a reference to one of the 12 months found in a calendar year;

4. words importing:

- 4.1. the singular shall include the plural and vice versa;
- 4.2. any one gender shall include the other gender;

5. when any number of Business days is prescribed herein, same shall be reckoned exclusively of the first and inclusively of the last Business day;

6. where any term is defined within the context of any particular clause in these Conditions of Carriage, the term so defined shall, unless it appears clearly from the clause in question that such term has limited application to the relevant clause, bear the meaning ascribed to it for all purposes in terms of these Conditions of Carriage, notwithstanding that such term has not been defined in this clause;

7. where figures are referred to in numerals and in words, if there is any conflict between the two, the words shall prevail; and,

8. expressions defined in these Conditions of Carriage shall bear the same meanings in Boarding Passes, Coupons and Tickets, which do not themselves contain their own definitions.

## 2. **APPLICABILITY**

### 2.1. **General**

2.1.1. These conditions are the Conditions of Carriage referred to in the Ticket and except as provided for in clauses 2.2 and 2.3 below, these Conditions of Carriage apply only on those flights, or flight segments, where the Carrier's name is reflected in on the Ticket for that flight or flight segment.

2.1.2. These conditions also apply to gratuitous and reduced fare carriage, except to the extent that the Carrier provides otherwise in its relevant Contract of Carriage, Boarding Pass, Coupon, Ticket or other written instruments.

2.1.3. These Conditions of Carriage contain terms and conditions which:

2.1.3.1. may limit the risk or liability of the Carrier or a third party; and/or,

2.1.3.2. may create risk or liability to the Passenger; and/or,

2.1.3.3. may compel the Passenger to indemnify the Carrier or a third party; and/or,

2.1.3.4. serves as an acknowledgment, the Passenger, of a fact;

and therefore, the Passenger should familiarise himself herewith.

### 2.2. **Charters**

If carriage is performed pursuant to charter agreement, these Conditions of Carriage apply only to the extent they are incorporated by reference or otherwise, in the charter agreement or the charter Ticket.

### 2.3. **Overriding Law**

To the extent that any provision contained or referred to herein is contrary to anything contained in the Convention, where applicable and any applicable laws, government regulations, orders or

requirements that cannot be waived by agreement of the parties, such provision shall not apply. The invalidity of any provision shall not affect the validity of any other provision.

### 3. **TICKETS AND IDENTIFICATION**

#### 3.1. **General**

- 3.1.1. The Ticket constitutes *prima facie* evidence of the Contract of Carriage entered into between the Carrier and the Passenger whose name is reflected on the Ticket.
- 3.1.2. The Carrier shall only provide carriage to the Passenger named on the Ticket and only upon presentation of a valid Ticket, provided that each Passenger, upon check-in, produces a valid Identification Document and, where applicable, the credit card or debit card with which an online reservation was made. The Passenger shall again, at boarding, be required to present an Identification Document.
- 3.1.3. In the case of an Electronic Ticket, the Passenger is required to present same to the Carrier.
- 3.1.4. A Ticket is not transferable.
- 3.1.5. Refunds for Tickets, which are issued at reduced or special rates may be limited. For the refund terms pertaining to such Tickets, kindly contact the Carrier.

#### 3.2. **Requirement for Ticket**

Except in the case of an Electronic Ticket, a Passenger shall not be entitled to be carried on a flight unless he presents a valid Ticket issued in his name. In addition, the Passenger shall not be entitled to be carried if the Ticket presented is mutilated or if it has been altered otherwise than by the Carrier or its Authorised Agents. In the case of an Electronic Ticket, a Passenger shall not be entitled to be carried on a flight unless he/she provide positive identification and a valid Electronic Ticket has been duly issued in his/her name. A flight booking in the Carrier's electronic reservation system is only made:

- 3.2.1. on request of the Passenger by billing his card number (Credit Card); and,
- 3.2.2. by presenting the aforementioned card at check-in.

#### 3.3. **Loss of Ticket**

- 3.3.1. In case of loss or mutilation of a Ticket or part of it by a Passenger or non-presentation of a Ticket, upon the Passenger's request the Carrier shall replace such Ticket or part of it by

issuing a new Ticket, provided there is evidence, readily ascertainable at the time, that a Ticket valid for the flight(s) in question was duly issued. The aforesaid may be subject to a reasonable administration fee but the original fare shall not be claimed. The Carrier may further request the Passenger, in such an event, to sign an agreement to reimburse the Carrier for any costs and losses, up to the value of the original ticket, which are necessarily and reasonably incurred by the Carrier or another carrier for misuse of the Ticket. The Carrier shall not claim reimbursement from the Passenger for any such losses which result from the Carrier's own negligence.

- 3.3.2. Where such evidence is not available or the Passenger refuses to sign such an agreement, the carrier issuing the new Ticket may require the Passenger to pay up to the full Ticket price for a replacement Ticket, subject to refund if and when the original issuing carrier is satisfied that the lost or mutilated Ticket has not been used before the expiry of its validity. If, upon finding the original Ticket before the expiry of its validity, the Passenger surrenders it to the carrier issuing the new Ticket, the foregoing refund will be processed at that time.

#### **3.4. Duty of care**

A Ticket is valuable and Passengers should take appropriate measures to safeguard it and ensure that it is not lost or stolen.

#### **3.5. Extension of Validity**

If a Passenger is prevented from travelling within the period of validity of the Ticket by reason of illness, the Carrier may extend the period of validity of your Ticket (subject to availability) until the date when you become fit to travel. Such illness must be attested to by a recognised medical certificate no less than 10 (ten) Days prior to departure. In the aforementioned circumstances, the Carrier shall similarly extend the period of validity of Tickets of the other members of the Passenger's Immediate Family accompanying the Passenger.

### **4. FARES, TAXES, FEES AND CHARGES**

#### **4.1. General**

- 4.1.1. The Fare to be paid covers the cost of transporting you for the trip.
- 4.1.2. Airfares may differ for Adults, Children and Infant Passengers.
- 4.1.3. The age of the Passenger, on the date of departure, shall determine the applicable fare and when an amount has been collected by the Carrier, which is not the applicable fare the difference shall be paid by the Passenger or, as the case may be, refunded by the Carrier, as the case may be.

#### 4.2. **Taxes, Fees and Charges**

- 4.2.1. Applicable taxes, fees and charges imposed by government or other authorities shall be payable by the Passenger. At the time of purchasing a Ticket, the Passenger will be advised of taxes, fees and charges not included in the fare, most of which will normally be shown separately on the Ticket.
- 4.2.2. Taxes, fees and charges, imposed on air travel, are determined by third parties, over whom the Carrier has no control.
- 4.2.3. Should taxes, fares and charges be increased, subsequent to a Passenger having purchased a Ticket, the Passenger shall be required to pay for such increase prior to the commencement of carriage.
- 4.2.4. Should taxes, fares and charges be lessened or abolished, subsequent to a Passenger having purchased a Ticket, the Passenger can claim a refund (for the difference in price) from the Carrier.

#### 4.3. **Currency**

Subject to applicable law, fares and charges are payable in any currency acceptable to the Carrier, unless another currency is indicated by the Carrier or the applicable law. When payment is made in the country of departure in a currency other than the currency in which the fare is published, the exchange rate for such payment shall be the banker's buying rate set by the Carrier on the day the ticket is issued.

### 5. **RESERVATIONS**

#### 5.1. **Reservation Requirements**

- 5.1.1. Reservations are not confirmed until recorded as accepted by Carrier or its Authorized Agent.
- 5.1.2. Each Flight Coupon will be for the flight for which there is a seat reservation. For Tickets where a seat reservation has not been booked, space may be later reserved if a seat is still available on the flight requested.
- 5.1.3. Certain fares may have conditions which limit or exclude the passenger's right to change or cancel reservations. The Passenger is requested to familiarise himself with the respective policies, which shall apply irrespective of whether Passenger has done so or not.

- 5.1.4. Should a Passenger be unsure as to how to complete a booking, such Passenger is encouraged to contact the Carrier prior to making a booking.

## **5.2. Ticketing time limits**

If a Passenger has not paid for the Ticket (or made credit arrangements with Carrier) prior to the specified ticketing time limit, the Carrier may cancel the reservation.

## **5.3. Personal Data**

The Passenger recognizes that personal data has been given to Carrier for the purposes of making a reservation for carriage and for obtaining ancillary services. For these purposes the Passenger authorizes the Carrier to retain such data and to transmit it to its own offices and for its own use.

## **5.4. Seating**

5.4.1. The Carrier does not guarantee to provide any particular seat in the aircraft and the Passenger agrees to accept any seat that may be allotted on the flight for which the ticket has been issued. The Carrier shall however strive to meet a Passenger's seat reservation request.

5.4.2. The Carrier furthermore reserves the right to assign or reassign seats at any time, even after boarding of the aircraft. This may be necessary for operational, safety or security reasons.

## **5.5. Aircraft**

5.5.1. The Carrier shall endeavour to conduct the carriage using the aircraft advertised or specified in its timetable, but cannot guarantee that such aircraft will conduct the carriage.

5.5.2. The Carrier reserves the right to substitute the respective aircraft with a similarly suitable aircraft, which may even in some cases be operated by another carrier.

## **5.6. Cancellation of Onward Reservation and Service Charge when Space not Occupied**

A service charge may be payable by a Passenger who:

- 5.6.1. fails to arrive at the Carrier's check-in-location at the point of departure by the time fixed by Carrier (or if no time fixed, sufficiently in advance of flight departure to permit completion of departure procedures) and therefore, does not use space for which a reservation has been made for him/her;

- 5.6.2. appear improperly documented and, therefore, not ready to travel, and as a consequence thereof does not use space for which a reservation has been made for him/her; and,
- 5.6.3. cancels his/her reservation later than the time limit for cancellation prescribed by the Carrier.

## **6. CHECK-IN AND BOARDING**

- 6.1. A Passenger must present himself/herself for check-in at least 1 hour prior to departure for a domestic (within Namibia) flight and 2 hours for an international (cross border) flight. A Passenger's journey will be smoother if he/she allows himself/herself ample time to comply with Check-in Deadlines. The Carrier reserves the right to cancel a reservation if the Passenger does not comply with the Check-in Deadlines indicated. The Carrier or the Authorised Agent who issued the Ticket will advise the Passenger of the Check-in Deadline for the flight.
- 6.2. The Carrier may cancel the space reserved for a Passenger if he/she fails to arrive at the departure location in time.
- 6.3. The Carrier shall not be liable to the Passenger for any loss or expense incurred, which is caused solely by the Passenger's failure to comply with the provisions of this clause.

## **7. RIGHT TO REFUSE CARRIAGE**

### **7.1. Right to refuse carriage**

In the reasonable exercise of the Carrier's discretion, it may refuse to carry a Passenger on his journey if it has notified you in writing before the booking that it would not at any time after the date of such notice carry you on its flights. This may be the case if a passenger has contravened the Carrier's conditions pertaining to behaviour on an earlier flight and transporting the passenger is therefore unacceptable. Furthermore, the Carrier is entitled to refuse to carry the Passenger on a journey or onward journey or to cancel the seat booking, if:

- 7.1.1. such action is necessary in order to comply with any applicable laws, regulations, or orders of any state or country to be flown from, into or over; or,
- 7.1.2. the conduct, age, or mental or physical state of the Passenger is such as to:
  - 7.1.2.1. require special assistance from the Carrier; or,
  - 7.1.2.2. cause discomfort or make himself objectionable to other passengers; or,

- 7.1.2.3. involve any hazard or risk to himself or to other persons, passengers or property;  
or,
- 7.1.3. such action is necessary because the passenger has failed to observe the reasonable instructions of the Carrier; or,
- 7.1.4. the Passenger has refused to submit to a security check; or,
- 7.1.5. the applicable fare or any charges or taxes payable have not been paid, or credit arrangements agreed between the Carrier and the Passenger (or the person paying for the ticket) have not been complied with; or,
- 7.1.6. the Passenger does not appear to be properly documented; or,
- 7.1.7. the Ticket presented by the Passenger:
  - 7.1.7.1. has been acquired unlawfully or has been purchased from an entity other than the issuing Carrier or its Authorized Agent, or,
  - 7.1.7.2. has been reported as being lost or stolen, or,
  - 7.1.7.3. is a counterfeit ticket, or,
  - 7.1.7.4. any Flight Coupon has been altered by anyone other than the Carrier or its Authorized Agent, or has been mutilated,in which instance the Carrier reserves the right to retain such ticket;
- 7.1.8. the person presenting the Ticket cannot prove that he or she is the person named in the "Name of Passenger" box of a Boarding Pass, in which event the Carrier reserves the right to retain such ticket(s);
- 7.1.9. the conduct, age, or mental health or physical state, including the Passenger's impairment from alcohol or drugs presents a hazard or risk to the Passenger, other passengers, crew or property;
- 7.1.10. the Passenger committed misconduct on a previous flight, and the Carrier has reason to believe that such conduct may be repeated;
- 7.1.11. the Passenger fails to observe the non-smoking rule on board the Carrier's aircraft or use electronic on board which are not permitted;

in which events the Carrier shall:

- 7.1.12. not be liable to the Passenger if it has exercised its right to refuse carriage according to this clause;
- 7.1.13. reserve its right to claim consequential costs and/or damages from the Passenger and apply any funds which it holds of the Passenger to such costs or damages.

## 7.2. **Special Assistance**

Acceptance for carriage of incapacitated persons, persons with illness or requiring special assistance has to be registered with the Carrier in advance. Passengers with disabilities who have advised the Carrier of any special requirements he may have at the time of ticketing, and which have been accepted by the Carrier, shall not subsequently be refused carriage on the basis of such disability or special requirements.

## 7.3. **Carriage of Children and Infants**

Children who have not yet reached their 14<sup>th</sup> birthday may only travel in the company of a Passenger 18 years of age or older. The carriage of unaccompanied Children (aged between 14 and 18) requires prior arrangement with the carrier, together with payment of the published fee (if any) and the signing of an indemnity form. The Regulations and indemnity form governing the carriage of unaccompanied Children can be obtained from Carrier upon request.

## 8. **BAGGAGE**

### 8.1. **Free Baggage Allowance and Excess Baggage**

- 8.1.1. The Free Baggage Allowance corresponds to carriage of a quantity of Baggage per Passenger limited by number and/or weight and/or dimensions, determined on the basis of the Tariff and appearing on the Ticket, or are available upon request from the Carrier, Authorised Agent or the travel agency which issued the Ticket.
- 8.1.2. Passengers will be required to pay a charge for carriage of Baggage in excess of the Free Baggage Allowance at the rate and in the manner provided for by the Carrier.
- 8.1.3. The weight of any piece of Baggage may not exceed 20 kilograms and baggage should consist of soft-shell bags and not hard-shell bags.

### 8.2. **Baggage from strangers**

Passengers are encouraged to refuse to carry, in the Checked Baggage or Unchecked Baggage, packages or objects received from strangers.

### 8.3. Items unacceptable as Baggage

8.3.1. The Passenger must not include the following in his Baggage:

8.3.1.1. items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the ICAO or IATA Dangerous Goods Regulations which are available, upon request, from the Carrier or the travel agency which issued the Ticket. These items include:

8.3.1.1.1. explosives;

8.3.1.1.2. compressed gases;

8.3.1.1.3. corrosives;

8.3.1.1.4. oxidizing, radioactive or magnetized materials; and,

8.3.1.1.5. materials that are easily ignited, poisonous, offensive or irritating substances.

8.3.1.2. items, the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from; or,

8.3.1.3. items which are reasonably considered by the Carrier to be unsuitable for carriage because they are dangerous, unsafe or by reason of their weight, size, shape or character, or which are fragile or perishable having regard to, among other things, the type of aircraft being used.

8.3.1.4. live animals, subject to what is contained in 8.9 below;

Information about unacceptable items is available from the Carrier or the travel agency, upon request.

8.3.2. Firearms and ammunition other than for hunting and sporting purposes are expressly prohibited from carriage as Baggage. Firearms and ammunition for hunting and sporting purposes may be accepted as Checked Baggage in accordance with Carrier's policies. Firearms must be unloaded with the safety catch on, and suitably packed.

- 8.3.3. The Passenger shall not include, in Checked Baggage, any fragile or perishable items, money, jewellery, precious metals, silverware, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples.
- 8.3.4. Weapons such as antique firearms, swords, knives and similar items may be accepted as Checked Baggage, in accordance with Carrier's policies, but shall not be permitted in the cabin.
- 8.3.5. If any items, referred to in 8.3.1 or 8.3.2, are carried, whether or not they are prohibited from carriage as Baggage, the carriage thereof shall be subject to the charges, limitations of liability and other provisions of these Conditions applicable to the carriage of Baggage.

#### 8.4. **Right to refuse carriage of Baggage**

- 8.4.1. The Carrier may refuse carriage as Baggage of such items described in 8.3 above, as are prohibited from carriage as Baggage and may refuse further carriage of any such items on discovery thereof.
- 8.4.2. The Carrier may refuse to carry as Baggage any item because of its size, shape, weight or character.
- 8.4.3. The Carrier may refuse to accept baggage as Checked Baggage unless it is properly packed in suitcases or other suitable containers to ensure safe carriage with ordinary care in handling.

#### 8.5. **Right of search**

For reasons of safety and security, the Carrier may request the Passenger to permit a search to be made of his or her person and his or her Baggage, and may search or have searched the Passenger's Baggage in his absence if the Passenger is not available, for the purpose of determining whether he is in possession of or whether his baggage contains any item described in 8.3.1 or any arms or ammunitions which have not been presented to the Carrier in accordance with 8.3.2. If the Passenger is unwilling to comply with such request Carrier may refuse to carry the Passenger or the respective Baggage.

#### 8.6. **Checked Baggage**

- 8.6.1. Upon delivery to the Carrier of baggage to be checked, the Carrier shall take custody thereof and issue a Baggage Identification Tag for each piece of Checked Baggage.
- 8.6.2. If Baggage has no name, initials or other personal identification affixed to it, the Passenger shall affix such identification to the baggage prior to acceptance.

- 8.6.3. Checked baggage will be carried on the same aircraft as the Passenger unless Carrier determines that this is impracticable, in which case the Carrier will carry the checked Baggage on the Carrier's next flight on which space is available.

**8.7. Unchecked Baggage**

- 8.7.1. Baggage which the Passenger carries on to the aircraft must fit under the seat in front of the passenger or in an enclosed storage compartment in the cabin. Items determined by the Carrier to be of excessive weight or size will not be permitted in the cabin.

- 8.7.2. Objects not suitable for transport in the cargo compartment (such as delicate musical instruments and the like) will only be accepted for transportation in the cabin compartment if due notice has been given in advance and permission granted by the Carrier. The transport of such objects may be charged for separately.

**8.8. Collection and Delivery of Checked Baggage**

- 8.8.1. The passenger shall collect his Checked Baggage as soon as it is available for collection at places of destination or stopover.

- 8.8.2. Only the bearer of the baggage check and identification tag, delivered to the Passenger at the time the baggage was checked, is entitled to delivery of Baggage. Failure to exhibit the Baggage Identification Tag shall not prevent delivery, provided the Baggage check is produced or the baggage is identified by other means.

- 8.8.3. If a person claiming the Baggage is unable to produce the baggage check and identify the baggage by means of a Baggage Identification Tag, the Carrier will deliver the baggage to such person only on condition that he or she establishes to the Carrier's satisfaction his or her right thereto, and if required by Carrier, such person shall furnish adequate security to indemnify the Carrier for any loss, damage or expense which may be incurred by the Carrier as a result of such delivery.

- 8.8.4. Acceptance of Baggage by the bearer of the baggage check without complaint at the time of delivery is *prima facie* evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage.

**9. SCHEDULES, DELAYS AND CANCELLATION OF FLIGHTS**

**9.1. Schedules**

Before the Carrier accepts a booking, it will notify the Passenger of the scheduled flight time in effect as of the time, and it will be indicated on your Ticket. Provided that contact information was submitted upon booking, the Carrier will endeavour to notify the Passenger of any such changes. If, after a Ticket has been purchased, the Carrier makes a significant change to the scheduled flight time, which is not acceptable to the Passenger, the Passenger will be entitled to a refund.

**9.2. Cancellation, rerouting, delays, etc.**

9.2.1. If due to circumstances beyond its control, the Carrier cancels or delays a flight or is unable to provide previously confirmed space, the Carrier shall refund the Passenger; whereafter the Carrier shall be under no further liability to the Passenger.

**9.3. Cancellation of ticket by Passenger**

9.3.1. Subject to what is stated in 10 below, Passengers shall be refunded their full fare if they cancel a ticket 5 days or more prior to departure.

9.3.2. Passengers shall forfeit 30% of the fare should they cancel a ticket within 5 days of departure.

9.3.3. Passengers shall forfeit 60% of the fare should they cancel a ticket within 2 days (48 hours) of departure.

9.3.4. Passengers shall forfeit the entire fare should they cancel a ticket within 1 day (24 hours) of departure.

9.4. Except in the case of its acts or omissions done with intent to cause damage or recklessly and with knowledge that damage would probably result, the Carrier shall not be liable for errors or omissions in timetables or other published schedules, or for representations made by employees, agents or representatives of the Carrier as to the dates or times of departure or arrival or as to the operation of any flight.

**10. REFUNDS**

**10.1. General**

10.1.1. On failure by the Carrier to provide carriage in accordance with the contract of carriage, or where a Passenger requests a voluntary change of his arrangements, refund for an unused Ticket shall be made by the Carrier in accordance with this clause and with the Carrier's policies (which may be obtained from the Carrier).

**10.2. Refunds shall be made to the following persons:**

- 10.2.1. Except as hereinafter provided in this clause, the Carrier shall be entitled to make refunds either to the person named in the Ticket, or to the person who has paid for the Ticket upon presentation of satisfactory proof.
- 10.2.2. If a Ticket has been paid for by a person other than the Passenger named in the Ticket, and the Carrier has indicated on the Ticket that there is a restriction on refund, the Carrier shall make a refund only to the person paying for the Ticket or to that person's order.
- 10.2.3. Except in the case of lost Tickets, refunds will only be made on surrender to the Carrier of the Passenger coupon or passenger receipt and surrender of all unused flight coupons.
- 10.2.4. A refund made to anyone presenting the Coupon and all unused Flight Coupons and holding himself out as a person to whom refund may be made in terms of 10.2.1 or 10.2.2 shall be deemed a proper refund and shall discharge the Carrier from liability and any further claim for refund.

### 10.3. **Involuntary refunds**

If the Carrier cancels a flight, fails to operate a flight reasonably according to schedule, fails to stop at a point to which the Passenger is destined or ticketed to stopover or is unable to provide previously confirmed space, the amount of the refund shall be:

- 10.3.1. if no portion of the Ticket has been used, an amount equal to the fare paid;
- 10.3.2. if a portion of the Ticket has been used, the refund will be the higher of:
  - 10.3.2.1. the one-way fare (less applicable discounts and charges) from point of interruption to destination or point of next stopover; or,
  - 10.3.2.2. the difference between the fare paid and the fare for the transportation used.

### 10.4. **Voluntary refunds**

If the Passenger wishes a refund of his or her ticket for reasons other than those set out in this clause, the amount of the refund shall be:

- 10.4.1. if no portion of the Ticket has been used, an amount equal to the fare paid, less any applicable service charges or cancellation fees; or,

- 10.4.2. if a portion of the Ticket has been used, the refund will be an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used, less any applicable service charges or cancellation fees.

#### 10.5. **Refund on lost Ticket**

If a Ticket or portion thereof is lost, a refund will be made on proof of loss satisfactory to the Carrier and upon payment of any applicable service charge, on condition that:

- 10.5.1. the lost Ticket, or portion thereof, has not been used, previously refunded or replaced;
- 10.5.2. the person to whom the refund is made undertakes, in such form as may be prescribed by the Carrier, to repay to the Carrier the amount refunded in the event and to the extent that the lost ticket or portion thereof is used by any person or that refund thereof is made to any person in possession of the ticket.

#### 10.6. **Right to refuse refund**

- 10.6.1. After the expiry of the validity of the Ticket, the Carrier may refuse refund when application therefore is made later than the time prescribed in Carrier's Regulations.
- 10.6.2. The Carrier may refuse refund on a Ticket which has been presented to the Carrier or to Government officials of a country as evidence of intention to depart therefrom, unless the Passenger establishes, to the Carrier's satisfaction, that he has permission to remain in the country or that he will depart therefrom by another carrier or another means of transport.

#### 10.7. **Currency**

- 10.7.1. All refunds will be subject to Government laws, rules and regulations or orders of the country in which the ticket was originally purchased and of the country in which the refund is being made. Subject to the foregoing provision, refunds will normally be made in the currency in which the ticket was paid for, but may be made in another currency in accordance with the Carrier's Regulations.
- 10.7.2. Voluntary refunds will be made only by the Carrier which originally issued the ticket or by its Agent if so authorized.

### 11. **CONDUCT ABOARD AIRCRAFT**

- 11.1. If the Passenger conducts himself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstructs the crew in the performance of their duties, or fails to comply with any instruction of the crew, or behaves in a manner to which other passengers may reasonably

object, Carrier may take such measures as it deems necessary to prevent continuation of such conduct, including restraint of the passenger.

11.2. The Passenger may not operate aboard the aircraft portable radios, electronic games or transmitting devices including radio-controlled toys and walkie-talkies. The passenger shall not operate any other electronic devices on board without the Carrier's permission, except that portable recorders, hearing aids and heart pacemakers may be used.

## 12. **ARRANGEMENTS BY CARRIER**

If in the course of concluding the Contract of Carriage by air, the Carrier also agrees to make arrangements for the provision of additional services, the Carrier shall have no liability to the passenger except for negligence on its part in making such arrangements.

## 13. **ADMINISTRATIVE FORMALITIES**

### 13.1. **General**

The Passenger shall be solely responsible for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or over, and with the Carrier's Regulations and instructions. The Carrier shall not be liable for any aid or information given by any agent or employee of the Carrier to any Passenger in connection with obtaining necessary documents or visas or complying with such laws, regulations, orders, demands, and requirements, whether given in writing or otherwise; or for the consequences to any passenger resulting from his failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

### 13.2. **Travel documents**

The Passenger shall present all identification, exit, entry, health and other documents required by laws, regulations, orders, demands or requirements of the countries concerned. The Carrier reserves the right to refuse carriage of any Passenger who has not complied with applicable laws, regulations, orders, demands or requirements or whose documents do not appear to be in order.

### 13.3. **Refusal of entry**

The Passenger agrees to pay the applicable fare whenever the Carrier, on Government (or any other authority) order, is required to return a Passenger to his point of origin or elsewhere, owing to the Passenger's inadmissibility into a country, whether of transit or of destination. The Carrier may apply to the payment of such fare any funds paid to Carrier for unused carriage, or any funds of the Passenger in the possession of Carrier. The fare collected for carriage to the point of refusal of entry or deportation will not be refunded by the Carrier.

#### 13.4. **Passenger responsible for fines, detention costs etc**

If the Carrier is required to pay or deposit any fine or penalty or to incur any expenditure by reason of the Passenger's failure to comply with laws, regulations, orders, demands and travel requirements of the countries concerned or to produce the required documents, the Passenger shall on demand reimburse to the Carrier any amount so paid or deposited and any expenditure so incurred. The Carrier may use towards such expenditure any funds paid to the Carrier for unused carriage, or any funds of the Passenger in the possession of the Carrier.

#### 13.5. **Customs inspections**

If required, the Passenger shall attend an inspection of his Baggage, by customs or other Government officials. The Carrier is not liable to the Passenger for any loss or damage suffered by the passenger through failure to comply with this requirement.

#### 13.6. **Security inspections**

The Passenger shall submit to any security checks by Government or airport officials or by the Carrier.

### 14. **LIABILITY FOR DAMAGE**

14.1. **International carriage** shall be subject to the rules and limitations relating to liability established by the Convention.

14.2. **Non-international carriage** shall be subject to the following rule and limitations:

In the event of the Carrier becoming legally liable to pay compensatory damages, in respect of accidental bodily injury (fatal or otherwise) and/or property damage, to a Passenger whilst on board, mounting or dismounting from an Aircraft operated by the Carrier, the Carrier's liability in such an event shall be limited to USD 1 500 000-00 (one million five hundred thousand United States dollars) per passenger.

14.3. To the extent not in conflict with the aforesaid and the Convention, in which instance the Convention shall apply:

14.3.1. the Carrier is not liable for damage to Unchecked Baggage unless such damage is caused by the negligence of the Carrier. If there has been contributory negligence on the part of the Passenger, the Carrier's liability shall be subject to the applicable law relating to contributory negligence;

- 14.3.2. the Carrier is not liable for any damage arising from its compliance with any laws or Government regulations, orders or requirements, or from failure of the Passenger to comply with the same;
- 14.3.3. the Carrier's liability shall not exceed the amount of proven damages and the Carrier shall furthermore not be liable for indirect or consequential damages;
- 14.3.4. the Carrier is not liable for injury to a Passenger or for damage to a Passenger's Baggage caused by property contained in such Passenger's Baggage. Any Passenger whose property causes injury to another person or damage to another person's property or to the property of the Carrier shall indemnify the Carrier for all losses and expenses incurred by the Carrier as a result thereof;
- 14.3.5. the Carrier is not liable for damage to fragile or perishable items, money, jewellery, precious metals, silverware, negotiable papers, securities, or other valuables, business documents, passports and other identification documents, or samples, which are included in the passenger's checked baggage;
- 14.3.6. if a Passenger is carried whose age or mental or physical condition is such as to involve any hazard or risk to himself or herself, the Carrier shall not be liable for any illness, injury or disability, including death, attributable to such condition or for the aggravation of such condition;
- 14.3.7. any exclusion or limitation of liability of the Carrier shall apply to and be for the benefit of agents, employees and representatives of the Carrier and any person whose aircraft is used by the Carrier and such person's agents, employees and representatives. The aggregate amount recoverable from Carrier and from such agents, employees, representatives and persons shall not exceed the amount of Carrier's limit of liability.
- 14.4. Unless so expressly provided nothing herein contained shall waive any exclusion or limitation of liability of the Carrier, as mentioned above.
- 14.5. The Passenger, by accepting the Ticket, does hereby accept the aforesaid limitations of the Carrier's liability in the event of accidental bodily injury (fatal or otherwise) to the Passenger and/or damage to property, whilst on board, mounting or dismounting from an aircraft.
- 14.6. The laws of the Republic of Namibia shall apply to and govern all the rights and obligations of the Passenger and the Carrier hereunder. The Namibian courts shall have exclusive jurisdiction in any and all disputes arising from any and all Carriage provided by the Carrier.
- 14.7. **Non-carriage due to overbooking**

14.7.1. In an event of overbooking, Passengers will be allocated a seat on the aircraft in the order in which they check in, also taking into account any specific interests.

14.7.2. If the Carrier reasonably expects to deny boarding on a flight, it shall first call for volunteers to surrender their reservation in exchange for benefits.

## 15. **TIME LIMITATIONS ON CLAIMS AND ACTIONS**

### 15.1. **Notice of Claims**

If the Passenger accepts the Baggage delivered to him unconditionally, the Carrier shall take for granted, as long as the opposite is not proven, that it was delivered to the Passenger in good conditions and in accordance with the Contract of Carriage.

No action shall lie in the case of damage to Checked Baggage unless the person entitled to deliver complains to the Carrier forthwith after the discovery of the damage, and, at the latest, within seven (7) days from the date of receipt; and in the case of delay, unless the complaint is made at the latest within twenty-one (21) days from the date on which the Baggage has been placed at his disposal.

Every complaint must be made in writing and dispatched within the times aforesaid.

### 15.2. **Limitations of Actions**

Any right to damages shall be extinguished if an action is not brought within two (2) years reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court seized with the case.

## 16. **OTHER CONDITIONS**

16.1. Carriage is also provided in accordance with certain other written Regulations, policies or conditions applying to or adopted by the Carrier. These regulations, policies and conditions, which may vary from time to time, are important and the Passenger is encouraged to familiarise himself therewith. They include:

16.1.1. the carriage of unaccompanied minors; pregnant women, and sick passengers;

16.1.2. restrictions on use of electronic devices and items; and,

16.1.3. the on-board consumption of alcoholic beverages.

- 16.2. Regulations and conditions concerning these matters are available from the Carrier upon request.
- 16.3. The Passenger accepts that the Contract of Carriage shall constitute the sole and exclusive agreement between himself and the Carrier, which agreement the Carrier can vary only in writing.

