

**FLYALS
SCHEDULED SERVICES
AIRLINE TICKET TERMS & CONDITIONS**

1. Tickets Applicability

1.1 *General*

Our Conditions of Carriage apply only to those flights, or flight segments, where our name or Airline Designator Code is indicated on the ticket for the flight segment.

1.2 *Charter Operations*

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

1.3 *Overriding Law*

These Conditions of Carriage are applicable unless they are inconsistent with our Tariffs or applicable law in which event such Tariffs or laws shall prevail. If any provision of these Conditions of Carriage is invalid under any applicable law, the other provisions shall nevertheless remain valid.

1.4 *Conditions Prevail Over Regulations*

Except as provided in these Conditions of Carriage, in the event of inconsistency between these Conditions of Carriage and any other regulations we may have, dealing with particular subjects, these Conditions of Carriage shall prevail.

2. Electronic Tickets

2.1 *General Provisions*

- a. All tickets will be booked and issued via the web based AeroCRS System. We will provide carriage only to the Passenger named in the Electronic Ticket, and you may be required to produce appropriate identification.
- b. An Electronic Ticket is not transferable, except as required by any locally applicable laws.
- c. All Electronic Tickets are sold at non-refundable fares. You should choose the dates suited to your needs. You may also wish to ensure that you have appropriate insurance to cover instances where you have to cancel your E-Ticket.
- d. If you have an Electronic Ticket, which is completely unused, and you are prevented from travelling due to Force Majeure (a global pandemic, weather limitations), provided that you promptly advise us and furnish evidence of such Force Majeure, we will provide you with a credit of the non-refundable amount of the fare, for future travel on us, subject to deduction of a reasonable administration fee.

- e. The Electronic Ticket is and remains at all times the property of the issuing carrier.

2.2 *Period Of Validity*

- a. Except as otherwise provided in the Electronic Ticket, in these Conditions, or in applicable Tariffs (which may limit the validity of a ticket, in which case the limitation will be shown on the Ticket), a Ticket is valid for: three (3) months from the date of issue; or (b) subject to the first travel occurring within three (3) months from the date of issue, three (3) months from the date of first travel under the Ticket.
- b. When you are prevented from travelling within the period of validity of the Ticket because at the time you request reservations we are unable to confirm a reservation, the validity of such Electronic Ticket will be extended.

2.3 *Coupon Sequence And Use*

- a. The Ticket you have purchased is valid only for the transportation as shown on the Ticket, from the place of departure via any Agreed Stopping Places to the final destination. The fare you have paid is based upon our Tariff and is for the transportation as shown on the Ticket. It forms an essential part of our contract with you. The Ticket will not be honored and will lose its validity if all the Coupons are not used in the sequence provided in the Ticket.
- b. Should you wish to change any aspect of your transportation you must contact us in advance. The fare for your new transportation will be calculated and you will be given the option of accepting the new price or maintaining your original transportation as ticketed. Should you be required to change any aspect of your transportation due to Force Majeure, you must contact us as soon as practicable and we will use reasonable efforts to transport you to your next Stopover or final destination, without recalculation of the fare.
- c. Should you change your transportation without our agreement, the ticket is non-refundable and normal penalties will apply, but otherwise your unused Coupons have no value.
- d. Please be aware that while some types of changes will not result in a change of fare, or may be changed only upon payment of an additional fee.
- e. Each Flight Coupon contained in your Ticket will be accepted for carriage in the class of service on the date and flight for which space has been reserved. When a Ticket is originally issued without a reservation being specified, space may be later reserved subject to our Tariff and the availability of space on the flight requested.
- f. Please be advised that in the event you do not show up for any flight without advising us in advance, we may cancel your return or onward reservations. However, if you do advise us in advance, we will not cancel your subsequent flight reservations. **3.4 NAME AND ADDRESS OF CARRIER.** Our name may be abbreviated to our Airline Designator Code, or otherwise, in the Ticket. **Our email address is: res@flyals.com**

3. Fares, Levies, Fees And Charges

3.1 *Fares*

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination, unless otherwise expressly stated. Fares do not include ground transport service between airports and between airports and town terminals. Your fare will be calculated in accordance with our Tariff in effect on the date of payment of your ticket for travel on the specific dates and itinerary shown on it. Should you change your itinerary or dates of travel, this may impact the fare to be paid.

Child Fares for the Safari circuit are 75% of the Adult Fare, taxes remain the same. Child is considered between the age of 2-11 Years.

Infant Fares are 10% of the adult fare, and taxes are exempted. Infant is considered between 0-below 2 years.

3.2 *Taxes, Fees And Charges*

Applicable taxes, fees and charges imposed by government or other authority, or by the operator of an airport, shall be payable by you. At the time you purchase your Ticket, you will be advised of taxes, fees and charges not included in the fare, most of which will normally be shown separately on the Ticket. The taxes, fees and charges imposed on air travel are constantly changing and can be imposed after the date of Ticket issuance. If there is an increase in a tax, fee or charge shown on the Ticket, you will be obliged to pay it. Likewise, if a new tax, fee or charge is imposed even after Ticket issuance, you will be obliged to pay it. Similarly, in the event any taxes, fees or charges which you have paid to us at the time of Ticket issuance are abolished or reduced such that they no longer apply to you, or a lesser amount is due, you will be entitled to claim a refund.

3.3 *Currency*

Fares, taxes, fees and charges are payable in the currency of the country in which the Ticket is issued, unless another currency is indicated by us at or before the time payment is made (for example, because of the non-convertibility of the local currency). We may, at our discretion, accept payment in another currency.

4. Reservations

4.1 *Reservation Requirements*

- a. All reservations to be made on our web based AeroCRS system.
- b. We have a one fare policy and a change fee applies, no refunds are permitted.

4.2 *Ticketing Time Limits*

If you have not paid for the Ticket prior as specified by the AEROCRS system, the booking will auto cancel.

4.3 *Personal Data:*

We may use the personal Data that you provide for the purposes of:

- Making a reservation and purchasing a ticket
- Obtaining ancillary services
- Developing and providing services
- Facilitating immigration and entry procedures
- Accounting and billing purposes
- Verifying and screening credit or other payment cards
- Safety, security, health, administrative and legal purposes
- Marketing analysis
- Systems testing, maintenance and development

5 Customer relations

5.1 *Disclosure of your personal information*

- a. We may disclose your personal information to:
- Any member of our group, which means our subsidiaries, our ultimate holding company and its subsidiaries
 - Our business partners, suppliers and sub-contractors for the performance of any contract we enter into with you
 - Advertisers and advertising networks that require the data to select and serve relevant adverts to you and others. [We do not disclose information about identifiable individuals to our advertisers, but we will provide them with aggregate information about our users)
 - Our agents/ corporates
 - Analytics and search engine providers that assist us in the improvement and optimization of our site
 - Government and enforcement agencies and
 - Credit and other payment card companies and screening companies.
- b. Where we store your personal data All information you provide to us is stored on our secure servers. Once we have received your information, we will use strict procedures and security features to try to prevent unauthorized access.

5.2 *Data retention*

- a. We shall retain your Personal data for the length of time required under Applicable law and legislation.
- b. You have the right to ask us not to process your Personal Data for marketing purposes. We will usually inform you (before collecting your data) if we intend to use your data for such purposes or if we intend to disclose your information to any third party for such purposes. You can exercise your right to prevent such processing by checking certain boxes on the forms we use to collect your data. Our site may, from time to time, contain links to and from the websites of our partner networks, advertisers and affiliates. If you follow a link to any of these websites, please note that these websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites Websites have their own privacy policies and that we do not accept any responsibility or liability for these policies. Please check these policies before you submit any personal data to these websites.

6 Seating

We will endeavour to honour advance seating requests. However, we cannot guarantee any particular seat. We reserve 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.

7 Cancellation of Reservations

Please be advised that we will sell non-refundable one-way or return tickets only.

7.1 *Check-In And Boarding*

- a. Check-in Deadlines are different at every airport and we recommend that you inform yourself about these Check-in Deadlines and honour them. Your journey will be smoother if you allow yourself ample time to comply with the Check-in Deadlines. We reserve the right to cancel your reservation if you do not comply with the Check-in Deadlines indicated. We will advise you of the Check-in Deadline for your first flight on us. For any subsequent flights in your journey, you should inform yourself of the Check-in Deadlines. Check-in Deadlines for our flights can be found in our timetable.
- b. You must be present at the boarding gate not later than the time specified by us when you check-in
- c. We may cancel the space reserved for you if you fail to arrive at the boarding gate in time.
- d. We will not be liable to you for any loss or expense incurred due to your failure to comply with the provisions of this Article.

7.2 *Refusal And Limitation of Carriage*

- a. In the reasonable exercise of our discretion, we may refuse to carry you or your Baggage if we have notified you in writing that we would not at any time after the date of such notice carry you on our flights. In this circumstance you will be entitled to a refund.
- b. We may also refuse to carry you or your Baggage if one or more of the following have occurred or we reasonably believe may occur:
 - Such action is necessary in order to comply with any applicable government laws, regulations, or orders;
 - The carriage of you or your Baggage may endanger or affect the safety, health, or materially affect the comfort of other passengers or crew;
 - Your mental or physical state, including your impairment from alcohol or drugs, presents a hazard or risk to yourself, to passengers, to crew, or to property;
 - You have committed misconduct on a previous flight and we have reason to believe that such conduct may be repeated;
 - You have refused to submit to a security check;

- You have not paid the applicable fare, taxes, fees or charges;
- You present a Ticket that has been acquired unlawfully, has been purchased from an entity other than us or our Authorized Agent, has been reported as being lost or stolen, or is a counterfeit, or you cannot prove that you are the person named in the Ticket;
- You fail to observe our instructions with respect to safety or security;
- You have previously committed one of the acts or omissions referred to above, and we have reason to believe that you may do so again.

7.3 *Special Assistance*

Acceptance for carriage of unaccompanied children, passengers with reduced mobility, pregnant women, persons with illness or other people requiring special assistance is subject to prior arrangement with us. Passengers with disabilities who have advised us of any special requirements they may have at the time of ticketing, and been accepted by us, shall not subsequently be refused carriage on the basis of such disability or special requirements.

7.4 *Baggage*

a Free Baggage Allowance

You may carry some Baggage, free of charge, subject to our conditions and limitations. The baggage item can be no longer than 1.3 metres.

b. Excess Baggage

You will be required to pay a charge for carriage of Baggage in excess of the free Baggage allowance. These rates are available from us upon request, this depends on the maximum weight permitted and acceptance will be at the discretion of the airline.

c. Items Unacceptable as Baggage

You must not include in your Baggage:

- Items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations, and in our regulations (further information is available from us on request);
- Items which are reasonably considered by us to be unsuitable for carriage because they are dangerous or unsafe, or because of their weight, size, shape or character, or because they are fragile or perishable having regard to, among other things, the type of aircraft being used. Information about unacceptable items is available upon request.
- Firearms and ammunition other than for hunting and sporting purposes are prohibited from carriage as Baggage. Firearms and ammunition for hunting and sporting purposes may be accepted as Checked Baggage. Firearms must be unloaded, with the safety catch on, and suitably packed. Carriage of ammunition is subject to ICAO and IATA regulations

- Weapons such as antique firearms, swords, knives and similar items may be accepted as Checked Baggage, at our discretion, but will not be permitted in the cabin of the aircraft.
- You must not include in Checked Baggage money, jewellery, precious metals, computers, personal electronic devices, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples.

If, despite being prohibited, any items included in your Baggage, we shall not be responsible for any loss or damage to such items.

7.5 *Right to Refuse Carriage of Baggage*

- a. We will refuse to carry as Baggage the items described above and we may refuse further carriage of any such items upon discovery.
- b. We may refuse to accept Baggage for carriage unless it is in our reasonable opinion properly and securely packed in suitable containers. Information about packing and containers unacceptable to us is available upon request.

7.6 *Right of Search*

For reasons of safety and security we may request that you permit a search and scan of your person and a search, scan or x-ray of your Baggage. If you are not available, your Baggage may be searched in your absence for the purpose of determining whether you are in possession of or whether your Baggage contains any item described above or any firearms, ammunition or weapons which have not been presented to us. If you are unwilling to comply with such request, we may refuse to carry you and your Baggage. In the event a search or scan causes Damage to you, or an x-ray or scan causes damage to your Baggage, we shall not be liable for such Damage unless due to our fault or negligence.

8 **Checked Baggage**

- a. Upon delivery to us of your Baggage which you wish to check, we will take custody of, and issue a Baggage Identification Tag for, each piece of your Checked Baggage.
- b. Checked Baggage must have your name or other personal identification affixed to it.
- c. Checked Baggage will, whenever possible, be carried on the same aircraft as you, unless we decide for safety, security or operational reasons to carry it on an alternative flight. If your Checked Baggage is carried on a subsequent flight we will deliver it to you, unless applicable law requires you to be present for customs clearance.

9 **Unchecked Baggage**

We may specify maximum dimensions and/or weight for Baggage which you carry on to the aircraft. If we have not done so, Baggage which you carry onto the aircraft must fit under the seat in front of you or in an enclosed storage compartment in the cabin of the aircraft. If your Baggage cannot be stored in this manner, or is of excessive weight, or is considered unsafe for any reason, it must be carried as Checked Baggage. Objects not suitable for carriage in the cargo compartment (such as delicate musical instruments), will only be

accepted for carriage in the cabin compartment if you have given us notice in advance and permission has been granted by us. You may be required to pay a separate charge for this service.

10 Collection And Delivery of Checked Baggage

- a. Checked Baggage as soon as it is made available at your destination or Stopover. Should you not collect it within a reasonable time, we may charge you a storage fee. Should your Checked Baggage not be claimed within three (3) months of the time it is made available, we may dispose of it without any liability to you.
- b. Should a baggage be misplaced, the airline will track this baggage and deliver it to you within the domestic network within 24 hours. A passenger would need to fill out an indemnity form for lost luggage if it has not been retrieved by the airline. It will be at the discretion of the airline to verify the form and act accordingly.
- b. Only the bearer of the Baggage Check and Baggage Identification Tag is entitled to delivery of the Checked Baggage.
- c. If a person claiming Checked Baggage is unable to produce the Baggage Check and identify the Baggage by means of a Baggage Identification Tag, we will deliver the Baggage to such person only on condition that he or she establishes to our satisfaction his or her right to the Baggage.

11. Animals

We reserve the right, at our absolute discretion, to carry animals at a fee USD30 or equivalent in Kes at the rate of exchange of the airline.

All current vaccination certificates of pets should be present. All pets will be caged and will only be acceptable and stored in the baggage hold.

Please note in the event of an aircraft change to the Cessna Caravan C208, live animals will not be permitted they can be transported on another flight that is operated by either the B190/DHC8.

On the Maasai Mara route, no pets will be permitted.

12 Schedules, Delays, Cancellation of Flights

12.1 *Schedules*

The flight times shown in timetables may change between the date of publication and the date you actually travel. We do not guarantee them to you, and they do not form part of your contract with us

Before we accept your booking, we will notify you of the scheduled flight time in effect as of that time, and it will be shown on your Ticket. It is possible we may need to change the scheduled flight time subsequent to issuance of your Ticket. If you provide us with contact

information, we will endeavour to notify you of any such changes. If, after you purchase your Ticket, we make a significant change to the scheduled flight time, which is not acceptable to you, and we are unable to book you on an alternate flight which is acceptable to you, you will be entitled to a refund.

12.2 *Cancellation, Rerouting, Delays, ETC.*

- a. We will take all necessary measures to avoid delay in carrying you and your Baggage. In the exercise of these measures and in order, to prevent a flight cancellation, in exceptional circumstances we may arrange for a flight to be operated on our behalf by an alternative carrier and/or aircraft.
- b. Except as otherwise provided by the Convention, if we cancel a flight, or fail to operate a flight reasonably according to the schedule, we shall, at your option, either:
 - carry you at the earliest opportunity on another of our scheduled services on which space is available without additional charge and, where necessary, extend the validity of your ticket; or
 - within a reasonable period of time reroute you to the destination shown on your Ticket by our own services or those of another carrier, or by other mutually agreed means and class of transportation without additional charge.

13 **Denied Boarding Compensation**

If we are unable to provide previously confirmed space, we shall provide compensation to those Passengers denied boarding in accordance with applicable law and our denied boarding compensation policy. A copy of our denied boarding compensation policy is available upon request.

14 **Refunds**

14.1 *All tickets are non-refundable.*

Exceptions will be if the carrier cancels flights, customers shall be entitled to make a full refund either to the person named in the Ticket or to the person who has paid for the Ticket, upon presentation of satisfactory proof of such payment.

If a Ticket has been paid for by a person other than the Passenger named in the Ticket, we shall make a refund only to the person who paid for the Ticket, or to that person's order.

14.2 *Who Refunds the Ticket*

Voluntary refunds will be made only by the carrier which originally issued the Ticket or by its agent if so authorized.

15 **Currency**

We reserve the right to make a refund in the same manner and the same currency used to pay for the Ticket.

16 **Onboard Conduct**

16.1 General

If, in our reasonable opinion, you conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instructions of the crew, including but not limited to those with respect to smoking, alcohol or drug consumption, or behave in a manner which causes discomfort, inconvenience, damage or injury to other passengers or the crew, we may take such measures as we deem reasonably necessary to prevent continuation of such conduct, including restraint. You may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed on board the aircraft.

16.2 *Payment of Diversion Costs*

If, as a result of conduct by you, we decide, in the exercise of our reasonable discretion, to divert the aircraft for the purpose of offloading you, you must pay all costs resulting from that diversion.

16.3 *Electronic Devices*

For safety reasons, we may forbid or limit operation aboard the aircraft of electronic equipment, including, but not limited to, cellular telephones, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices, including radio-controlled toys and walkie talkies. Operation of hearing aids and heart pacemakers is permitted.

17 **Arrangements For Additional Services**

- a If we make arrangements for you with any third party to provide any services other than carriage by air, or if we issue a ticket or voucher relating to transportation or services (other than carriage by air) provided by a third party such as hotel reservations or car rental, in doing so we act only as your agent. The terms and conditions of the third party service provider will apply.
- b If we are also providing surface transportation to you, other conditions may apply to such surface transportation. Such conditions are available from us upon request.

18 **Liability For Damage**

FLYALS is subject to liability as defined by the respective Kenyan laws regulating domestic air carrier's liability for damages. Such regulations include but are not limited to the following:

- Death of or Injury to Passengers
- Loss of or damage to Baggage
- Time Limitation on Claims And Actions