



CONDITIONS OF CARRIAGE



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1. GENERAL

1.1 The following terms shall throughout these Conditions of Carriage have the following meanings ascribed to them:

1.1.1 “Baggage” - such articles, effects and other personal property of a Passenger as are necessary or appropriate for wear, use, comfort or convenience in connection with his/her travel. Unless otherwise specified, it includes both checked and unchecked baggage of the Passenger;

1.1.2 “Boarding Pass” - that document handed to a Passenger entitling him to board the Aircraft and which shall contain written evidence of that Passenger’s adherence to the terms and conditions of the Charter Agreement including these Conditions of Carriage;

1.1.3 “Cargo”- which is equivalent to the term goods, is anything carried or to be carried on the Aircraft, other than mail or Baggage for and on behalf of a Passenger and/or the Charterer;

1.1.4 “Carrier” – Aeronexus Corporate (Pty) Limited, a company duly incorporated in accordance with the laws of South Africa with the registration number 2002/022842/07 and having its habitual base at Diamond Hanger Limited, Long Border Road, London, Stansted Airport, Essex, CM24 1RE;

1.1.5 “Charter Agreement” – the agreement governing the terms and



- conditions of a charter;
- 1.1.6 “Charterer”- the entity concluding the Charter Agreement including its agent (if any);
- 1.1.7 “Convention” - the Convention for the Unification of Certain Rules relating to International Carriage by Air signed at Warsaw, October 1929, or that Convention as amended by The Hague Protocol, 1955 or such other versions of this Convention applicable to carriage together with all other international instruments amending, supplementing, modernizing, consolidating or replacing the Convention as are applicable and in force including the Montreal Convention of 1999, as amended or re-enacted from time to time;
- 1.1.8 “Passenger”- any person, except crew members, carried or to be carried in terms of this Agreement;
- 1.1.9 “Relevant Laws” - all applicable (a) laws, treaties and international agreements of any national government, (b) laws of any state, province, territory, locality or other political subdivision of a national government and (c) rules, regulations, judgments, decrees, orders, injunctions, writs, directives, licenses and permits of any Governmental or arbitration Authority;
- 1.1.10 “Traffic Documents” - all boarding passes, baggage checks, airway bills or other applicable documentation.



- 1.2 Carriage hereunder is subject to the rules and limitations relating to liability established by the Convention.
- 1.3 Nothing in these Conditions of Carriage shall, unless permitted by the Convention and otherwise expressly provided herein, constitute a modification of any provision of, or waiver by these parties of any rights granted in terms of the Convention.
- 1.4 These Conditions of Carriage are in addition to the terms and conditions contained in the Charter Agreement and are to be read as if same were included as terms, conditions and provisions in the Charter Agreement. Inasmuch as the Charter Agreement applies to Passengers each Passenger is bound to the terms and conditions thereof. A copy of the Charter Agreement will be made available to a Passenger on request. In the event of a conflict between the terms and conditions of these Conditions of Carriage and the Charter Agreement the terms and conditions of the Conditions of Carriage shall prevail.
- 1.5 Except as provided by the Relevant Laws the Carrier may change, modify or amend any of the provisions of these Conditions of Carriage without prior notice, provided that no Conditions of Carriage shall be subject to such change, modification or amendment made after the commencement of the Charter in question.

2. PASSENGERS

- 2.1 No tickets will be issued to Passengers for travel – only a Boarding Pass. Traffic



Documents as required will be issued to the Charterer. The Boarding Pass to be issued is good for carriage for the flight stipulated only.

- 2.2 The Charterer shall be responsible to forward copies of these General Conditions of Carriage to its Passengers. In addition, they are available for download on the Carrier's website: www.aeronexus.aero.
- 2.3 Special assistance for Passengers with permanent and/or temporary disabilities must be arranged in advance through the Carrier when Passenger lists are confirmed. In this regard please contact Gareth Evans on +44 1702 346852. Prior notice of pregnant Passengers is also required. If no prior arrangement is made, these Passengers may be refused for carriage.
- 2.4 All flights are non-smoking.
- 2.5 Passengers are by law required to obey all lawful commands given by the captain and the assigned crew. The captain of the Aircraft shall have absolute discretion concerning the load to be carried and its distribution whether and when a flight should be undertaken and where and when the Aircraft should be landed. The Charterer and each Passenger undertakes to accept all decisions of the captain and to waive all claims against the Carrier, its servants and agents for any loss, damage, costs or claims of whatsoever nature and howsoever arising, whether in contract or delict or otherwise as a result of any such decision.
- 2.6 Passengers who are guilty of misconduct will be subject to prosecution according to the Relevant Laws.



- 2.7 Any Passenger, who misbehaves, is disruptive or threatens the safety of any other Passenger or Crew member may be physically restrained and, when possible, removed from the Flight. A criminal charge as provided for by the Relevant Laws may be filed against such a Passenger.
- 2.8 A Passenger shall comply with and observe, and a Charterer shall ensure compliance by the Passenger with all Relevant Laws of countries to be flown from, into or over. The Carrier shall not be liable to aid, assist, guide or otherwise advise such Passenger but in as much as same may be given whether orally, in writing or otherwise, the Carrier shall not be liable for any advice, aid or guidance so given.
- 2.9 A Passenger shall at the request of the Carrier present all exit, entry or other necessary documents required by the Relevant Laws of any country to be flown from, into or over, and shall permit the Carrier at its reasonable discretion to make and retain copies thereof; provided that in requesting and/or accepting such documentation the Carrier shall not be deemed to guarantee that such documents comply with Relevant Laws.
- 2.10 The Carrier reserves the right to refuse carriage of any Passenger who does not comply in any respect with the Relevant Laws or whose exit, entry or other necessary documents are not complete and/or competent in any respect.
- 2.11 The Carrier shall not be responsible for any loss or damage incurred by a Passenger, and the Passengers hereby indemnifies the Carrier for any loss or damage incurred, in connection with the Passenger's failure to comply with the



provisions these Conditions of Carriage.

- 2.12 The Passenger concerned and the Charterer shall jointly and severally pay the applicable fares, charges and expenses whenever the Carrier is required by any Relevant Laws to return or arrange for the return of the Passenger to his/her place of departure or elsewhere because the Passenger is not permitted to enter a country of transit or destination. The Carrier shall not have an obligation to return such Passenger to his/her place of departure or elsewhere or arrange therefor and its decision so to do is entirely discretionary and unfettered.
- 2.13 In the event of the Carrier electing to return such Passenger to his/her place of departure or elsewhere the Charter Price nor any part thereof shall be refunded.
- 2.14 Whenever required, a Passenger's Baggage shall, whether checked or unchecked, be subject to any inspection to be conducted by customs or other government officials. The Carrier shall not be responsible in any respect to a Passenger for his/her failure to comply with this paragraph. A Passenger shall indemnify the Carrier for any loss or damage incurred by it in connection with the Passenger's failure to comply with this paragraph.
- 2.15 The Carrier shall not be responsible to a Passenger in any respect for its refusal of carriage of the Passenger if the Carrier in its reasonable discretion so determines, or any Relevant Law requires such refusal.
- 2.16 A Passenger shall submit to any security check required by government or airport officials or by the Carrier.



2.17 If a diversion is necessitated by the misconduct of a Passenger, that Passenger will be liable for costs incurred by the Carrier.

3. NOTICE OF BAGGAGE LIABILITY LIMITATIONS

3.1 Lost or delayed Baggage must be reported immediately on arrival at the destination airport.

3.2 The Carrier shall not assume liability for fragile, valuable or perishable articles placed in Baggage. Baggage must be adequately secured to protect its contents.

3.3 The Carrier shall not accept responsibility or pay compensation for damage caused due to items protruding from or attached to bags or for damage caused as a result of badly packed bags.

3.4 The Carrier will refuse to accept as Baggage or Cargo:

3.4.1 items which may endanger an aircraft or any person or property, such as items which are specified in the Dangerous Goods Regulations of the International Civil Aviation Organization (ICAO) and the International Air Transport Association (IATA);

3.4.2 items, carriage of which is prohibited by Relevant Laws of any state or country to be flown from, into or over;

3.4.3 items which the Carrier deems unsuitable for carriage by reason of their weight, size, shape or character such as being fragile or perishable;



- 3.4.4 firearms, swords and other similar items, except by prior written agreement with the Carrier.

4. RESTRICTED ARTICLES

4.1 For safety reasons articles such as those listed below shall not be carried in Passengers' Baggage without written consent of and prior arrangements with the Carrier. Items not allowed in hand Baggage and or checked Baggage have been identified below:

- 4.1.1 Toy guns, cutlery, knives, scissors, syringes, blades, nail clippers or other sharp objects that could be used as weapons; Not in hand Baggage
- 4.1.2 Compressed gases (flammable, non-flammable or poisonous); Not in any Baggage or Cargo
- 4.1.3 Corrosives such as acids, alkalis and wet cell batteries); Not in any Baggage or Cargo
- 4.1.4 Explosives, munitions, fireworks and flares; Not in any Baggage or Cargo
- 4.1.5 Flammable liquids and solids (such as lighter or heating fuels, matches and articles which are easily ignited); Not in any Baggage or Cargo
- 4.1.6 Oxidizing materials (such as bleaching powder and peroxides); Not in any Baggage or Cargo
- 4.1.7 Poisons; Not in any Baggage or Cargo



- 4.1.8 Radioactive materials; Not in any Baggage or Cargo
 - 4.1.9 Live animals; Not in any Baggage or Cargo
 - 4.1.10 Other restricted articles (such as mercury, magnetized material or offensive materials; Not in any Baggage or Cargo.
- 4.2 The Carrier may inspect the contents of Passenger's Baggage by opening his/her Baggage and/or by using some device in the presence of the Passenger concerned or a third person, whenever the Carrier deems it necessary to do so, for the purpose of security (including but not limited to the prevention of unlawful acts of seizure, exercise of control or destruction of aircraft) and/or for any other reason. Notwithstanding the foregoing, the Carrier may inspect the Passenger's Baggage in his/her or a third person's absence to see whether he/she is in possession of, or his/her Baggage contains, any item referred to in paragraph 4.1 above.

5. CARGO

- 5.1 The Charterer or its duly authorised agent is responsible for ensuring that the Cargo is packed in an appropriate way for air carriage so as to ensure that it can be carried safely with ordinary care in handling and so as not to injure or damage any persons, goods or property.
- 5.2 Any Cargo to be carried by the Carrier is subject to the following terms and conditions:



- 5.2.1 the transportation, or the exportation or importation thereof is not prohibited by Relevant Laws of any country to be flown from, to, through or over;
 - 5.2.2 they are packed in a manner suitable for carriage by aircraft;
 - 5.2.3 they are not likely to endanger aircraft, persons or property, or cause annoyance to Passengers.
- 5.3 Packages or pieces of unusual weight, shape or size will not be accepted for carriage unless advance arrangements therefor have been made. Shipments requiring special devices for safe handling will be accepted for carriage only when such special devices are provided and operated by and at the expense of the Charterer or its duly authorised agent.
- 5.4 Shipment with a floor-bearing weight per unit square in excess of the floor load limitation specified by the Carrier must be furnished with a suitable skid or base, for use in the Aircraft, which will reduce the floor-bearing weight to such floor load limitation or less. The weight of such skid or base will be included in the weight of the shipment.
- 5.5 Responsibility for non-observance of these conditions relating to Cargo which is not acceptable for carriage or is acceptable only under certain conditions, rests upon the Charterer and the owner of the Cargo, who jointly and severally shall indemnify the Carrier for any loss, damage, delay, liability or penalties because of carriage of any such Cargo by the Aircraft.
- 5.6 The Carrier reserves the right to examine the packaging and contents of any and



all Cargo but shall be under no obligation to do so.

6. LIMITATION OF LIABILITY ON PASSENGERS, CARGO AND BAGGAGE

6.1 The Carrier's liability for death of, or wounding or other bodily injury to: a Passenger, delay in arrival of a Passenger and/or his/her Baggage or Cargo, or any loss of or damage to any Baggage or Cargo of a Passenger (hereinafter collectively referred to as "damage"), arising out of or in connection with the carriage of such Passenger, Cargo and Baggage or other services incidental thereto performed or provided by the Carrier is limited by and subject to the terms and conditions of the Convention, save as otherwise provided for herein. Such liability is subject to the following exemptions:

6.1.1 The Carrier shall not be liable for the damage if it provides proof that:

6.1.1.1 the death/bodily injuries suffered were a result of the physical or mental health of the Passenger prior to the Passenger boarding the flight;

6.1.1.2 the damage was caused in whole or in part by negligence, a wrongful act or omission on the part of the person claiming compensation or the person whose rights they hold.

6.2 Within the scope of the provisions of the Convention the Carrier shall only compensate Passengers in excess of the amounts received by them under the Social Security System to which they may be affiliated and solely for compensatory damages.



- 6.3 The Carrier reserves all rights of recourse and subrogation against third parties.
- 6.4 The Carrier shall not be liable for any damage in respect of unchecked Baggage not attributable to negligence of the Carrier. Assistance rendered to a Passenger by a representative, officer, employee or agent of the Carrier in loading, unloading or transshipping unchecked Baggage shall be considered as gratuitous service to the Passenger. Baggage shall be deemed to be unchecked where such Baggage has not been taken in custody by the Carrier.
- 6.5 The Carrier shall not be liable for any damage to a Passenger, Cargo and/or Baggage directly or indirectly in circumstances where there has been compliance with the Relevant Laws, the failure of a Passenger to comply with the same or any cause beyond the Carrier's control.
- 6.6 Nothing herein shall be deemed to affect the right of the Carrier with regard to any claim brought by, on behalf of, or in respect of any person who has willfully caused damage which resulted in death of, or wounding or other bodily injury to a Passenger.
- 6.7 In the event of delivery to a Passenger of a part but not all of his/her checked Baggage or Cargo or in the event of damage with respect to a part but not all of such Baggage or Cargo, the Carrier's liability with respect to the undelivered or the damaged portion shall be reduced proportionately on the basis of the weight of the Baggage or Cargo, notwithstanding the value of any part of the Baggage or Cargo or the contents thereof.



- 6.8 The Carrier shall not be liable for any damage with respect to a Passenger's Baggage or Cargo caused by the contents thereof. A Passenger whose property causes damage to another Passenger's Baggage or Cargo or the property of the Carrier shall indemnify and where appropriate be responsible to compensate the Carrier for all loss and expenses incurred by the Carrier as a result thereof.
- 6.9 The Carrier shall not be liable for any damage to items which are included in a Passenger's Baggage or Cargo, if and to the extent that the damage resulted from the inherent defect, quality or vice of the item, irrespective of the Carrier's knowledge thereof.
- 6.10 The Carrier may refuse to accept any article which shall not constitute Baggage or Cargo under these Conditions of Carriage; provided that, if the article is delivered to and received by the Carrier, it shall be subject to the Baggage or Cargo valuation and limitation of liability set forth in these Conditions of Carriage.
- 6.11 The Carrier shall not be liable in any event for any consequential or special damages or punitive damages to Passengers, Cargo and/or Baggage complying with these Conditions of Carriage, whether or not the Carrier had knowledge that such damage might arise.
- 6.12 Unless otherwise provided in these Conditions of Carriage, the Carrier reserves any and all rights of defense available under the Convention. The Carrier also reserves the right to make a subrogation claim against a third party which shall have contributed to the damage, with respect to a portion or all of any payment made by the Carrier in connection herewith.



7. APPLICATION TO AGENT

Except as the Convention or Relevant Laws may otherwise provide, any exclusion or limitation of liability of the Carrier under these Conditions of Carriage shall also apply to any of the Carrier's representatives, officers, employees or agents performing their respective duties and to any person or entity whose aircraft is used by the Carrier for carriage and any of its representatives, officers, employees or agents performing their respective duties. The aggregate amount of the damages payable by the Carrier or its representatives, officers, employees or agents shall not exceed the amount of the Carrier's limitation of liability under these Conditions of Carriage read with the Charter Agreement and the Convention.

8. TIME LIMITATION ON CLAIMS AND ACTIONS

- 8.1 No claim for damage may be made in the case of damage to Baggage or Cargo, unless the person entitled to delivery complains to the Carrier forthwith after the discovery thereof and no later than 7 days thereafter. Every complaint must be in writing and dispatched within the time aforesaid.
- 8.2 Any and all claims which a Passenger might have arising in terms of these Conditions of Carriage and/or the Charter Agreement shall prescribe and be extinguished unless an action as contemplated by clause 19 of the Charter Agreement is brought within 2 years reckoned from the date upon which any such claim may have arisen.
- 8.3 Receipt by the person entitled to delivery of Baggage and/or Cargo without complaint shall be prima facie evidence that the same has been delivered in good condition and in accordance with the Conditions of Carriage.



9. DEPARTURE TIMES

- 9.1 The reporting time as communicated to the Charterer, is the time at which a Passenger is requested to arrive at the airport.
- 9.2 It is essential that a Passenger reports not later than the time advised as this allows the minimum period to complete all embarkation formalities.
- 9.3 Late arrivals may lead to slot departure times being cancelled, resulting in delayed departure which may attract additional charges for the Charterer.
- 9.4 Carrier undertakes to use its best effort to carry the Passenger, Cargo and Baggage with reasonable dispatch. Times shown in timetables or elsewhere are not guaranteed. The Carrier may without notice substitute alternate carriers or aircraft and may alter or omit parts of the flight program in case of necessity. Flight schedules are subject to change without notice.

10. MODIFICATION AND WAIVER

No representative, officer, employee or agent of the Carrier shall have authority to alter, modify or waive any provision hereof.