

Terms & Conditions

NOTICE:

If the passenger's journey involves an ultimate destination or stop in a country other than the country of departure the Warsaw Convention governs and in most cases limits the liability of carriers for death or personal injury and in respect of loss of or damage to baggage. See also notice headed "Advice to International Passengers on Limitation of Liability."

CONDITIONS OF CONTRACT

As used in this contract "ticket" means this passenger ticket and baggage check, or in the case of a whole charter the charter contract, of which these conditions and notices form part.

"Carriage" is equivalent to "transportation".

"Carrier" means all air carriers that carry or undertake to carry the passenger or his/her baggage hereunder or perform any other service incidental to such air carriage.

"WARSAW CONVENTION" means the Convention for the unification of Certain Rules Relating to International Carriage by Air signed at Warsaw, 12th October, 1929 or that Convention as amended at The Hague, 28th September, 1955, whichever may be applicable.

The carriage hereunder is subject to the rules and limitations relating to any liability established by the Warsaw Convention unless such carriage is not "International Carriage" as defined by the Convention.

To the extent not in conflict with the foregoing carriage and other services performed by each carrier are subject to:

The provisions contained in this ticket;

Applicable tariffs;

Carrier's conditions of carriage and related regulations which are made part hereof and are available on application at the offices of carrier, except in transportation between a place in the United States or Canada and any place outside thereof to which tariffs in force in those countries apply.

The carrier's name may be abbreviated on the ticket or charter contract, with the full name and its abbreviation being set forth in the carrier's tariffs, conditions of carriage, regulations or timetables. The carrier's address shall be the airport of departure shown opposite the first abbreviation of carrier's name on the ticket. The

agreed stopping place is those places set forth in this ticket or as shown in carrier's timetables as scheduled stopping places on the passenger's route. Carriage to be performed hereunder, by several successive carriers, is regarded as a single operation.

An Air carrier issuing a ticket for carriage over the lines of another air carrier does so only as its agent.

Any exclusion of limitation of liability of carrier shall apply to and be for the benefit of agents, servants and representatives of carrier; and any person whose aircraft is used by the carrier for carriage, its agents, servants, and representatives.

Checked baggage will be delivered to the bearer of the baggage check. In the case of any damage to baggage moving international transportation, a complaint must be made in writing to carrier forthwith after discovery of damage and, at the latest, within 7 days from receipt. In case of delay, a complaint must be made within 21 days from date of the baggage was delivered. See tariffs or conditions of carriage regarding non-international transportation.

A ticket is good for carriage for one year from date of issue, except as otherwise provided in this ticket; in carrier's tariffs; conditions of carriage; or related regulations. The fare for carriage hereunder is subject to change prior to commencement of carriage. The carrier may refuse transportation if the applicable fare or charter price has not been paid.

The carrier undertakes to use its best efforts to carry the passenger and baggage with reasonable dispatch. Times shown in timetables or elsewhere are not guaranteed and form no part of this contract. The carrier may, without notice, substitute alternate carriers or aircraft, and may alter or omit stopping places shown on the ticket or charter contract in the case of necessity. Schedules are subject to changes without notice. Further, the carrier assumes no responsibility for making connections.

The passenger shall comply with government travel requirements, present exit, entry and other required documents, and arrive at airport by time fixed by carrier or, if no time is fixed, early enough to complete departure procedures.

No Agent, servant, or representative of carrier has authority to alter, modify or waive any provision of this contract.

GENERAL CONDITIONS OF CARRIAGE

The following are the General Conditions of Carriage applying to the carriage of passengers and baggage on PROFLIGHT COMMUTER SERVICES LIMITED TRADING AS "PROFLIGHT ZAMBIA" routes.

ARTICLE I: DEFINITIONS

In these Conditions, except where the context otherwise requires or where it is otherwise expressly provided, the following expressions have the meanings respectively assigned to them.

We, our, ourselves, and us means PROFLIGHT ZAMBIA.

You, your, and yourself means any person, except members of the crew, carried or to be carried in an aircraft having a ticket or charter confirmation, including an electronic ticket, if applicable, valid for the transportation. See also the definition for passenger.

Agreed stopping places means those places, except the place of departure and the place of destination, set out in the ticket or charter contract shown in our timetables as scheduled stopping places on your route.

Airline designator code means the two characters or three letters which identify particular air carriers.

Authorized agent means a passenger sales agent who has been appointed by us to represent us in the sale of air transportation on our services.

Baggage means your personal property accompanying you in connection with your trip. Unless otherwise specified or unless the context otherwise requires, it includes both your checked and unchecked baggage.

Baggage check means those portions of the ticket or charter contract which relate to the carriage of your checked baggage.

Baggage identification tag means a document issued solely for identification of checked baggage.

Carrier means an air carrier other than ourselves, whose airline designator code appears on your ticket or on a conjunction ticket.

Checked baggage means baggage of which we take custody and for which we have issued a baggage check or other means of acceptance.

Conditions of contract means those statements contained in or delivered with your ticket or itinerary/receipt, identified as such and which incorporate these Conditions of Carriage by reference, and notices.

Conjunction ticket means a ticket issued to you with relation to another ticket which together constitute a single contract of carriage.

Convention means whichever of the following instruments are applicable.

The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929, hereinafter referred to as the Warsaw Convention.

The Warsaw Convention as amended at The Hague on 28 September 1955.

The Warsaw Convention as amended by Additional Protocol No. 1 of Montreal (1975).

The Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975).

The Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975).

As supplemented by the Guadalajara Convention (1961) where applicable.

Coupon means both a paper flight coupon and an electronic coupon.

Damage includes death, wounding, and bodily injury to a passenger, which results in loss, partial loss, theft or other damage arising out of or in connection with carriage or other services incidental to services performed by us.

Days mean calendar days, including all seven days of the week; provided that, for the purpose of notification, the day on which notice is dispatched shall not be counted; and furthermore, for purposes of determining duration of validity of a ticket, the day upon which the ticket is issued, or the flight commenced shall not be counted.

Electronic coupon means an electronic flight coupon or other value document held in our database.

Electronic ticket means the itinerary/receipt issued by us or on our behalf, the electronic coupons and, if applicable, a boarding document.

Extraordinary Circumstances means the definitions of Extraordinary Circumstances as determined by the European Union National Enforcement Bodies (NEB) which include but are not limited to the following: War/ Political Instability, Government Decrees, VIP flight movements, Instructions by the Airport Operator, Security issues, Weather conditions incompatible with the safe operation of the flight. These weather conditions may be forecast to arise at either the airport of departure, the airport of arrival or along the intended flight path of the aircraft; port, etc. Airport Closure, Medical Emergency, Bird-strike, unexpected flight safety issues; Industrial Relations Issues and Air Traffic Management.

Flight means a flight from one point indicated on the ticket to the next.

Flight coupon means that portion of the ticket that bears the notation good for passage, or in the case of an electronic ticket, the electronic coupon, and indicates the particular places between which you are entitled to be carried.

French gold francs means francs containing 65 milligrams of gold with a fineness of nine hundred thousandths.

Itinerary/receipt means a document or documents we issue to passengers travelling on electronic tickets or charter contract that contains the passenger name, flight information and notices.

Passenger means any person, except members of the crew, carried or to be carried in an aircraft, with our consent or with the consent of the carrier. See also the definition for you, your and yourself.

Passenger coupon or passenger receipt means that portion of the ticket issued by us or on our behalf, which is so marked and which ultimately is to be retained by you.

Stopover means a scheduled stop on your journey at a point between the place of departure and the place of destination.

Ticket means either the document entitled Passenger Ticket and Baggage Check or the electronic ticket, in each case issued by us or on our behalf and includes the conditions of contract, notices, and coupons.

Unchecked baggage means any of your baggage other than checked baggage.

ARTICLE 2 - APPLICABILITY

2.1 General:

Subject to Article 2.2, 2.4, and 2.5, these conditions of carriage will apply to all flights or flight segments where our name or airline designator code is indicated in the carrier box of the ticket for that flight or flight segment.

2.2 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.

2.3 Code Shares:

On some services we have arrangements with other carriers known as "Code Share". This means that even if you have a reservation with us and hold a ticket where our name or airline designator code is indicated as the carrier, another carrier may

operate the aircraft. If such arrangements apply, we will advise you of the carrier operating the aircraft before your purchase your ticket.

2.4 Overriding law:

These conditions of carriage are applicable unless they are inconsistent with 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.

2.5 Conditions prevail over regulations:

Except as provided in these conditions of carriage, in the event of inconsistency between these conditions of carriage and any of our regulations dealing with particular subjects, these conditions of carriage shall prevail.

ARTICLE 3 -TICKETS

3.1 Requirement for valid ticket:

3.1.1 We will provide carriage only to the passenger named in the ticket or charter contract and you may be required to produce appropriate identification.

3.1.2 A ticket or charter contract is not transferable.

3.1.3 When a ticket has been issued by us or by one of our agents on our behalf it is and remains at all times our property.

3.1.4 In the case of an electronic ticket you shall not be entitled to be carried on a flight unless you provide positive identification and a valid electronic ticket has been duly issued in

3.2 Period of validity:

3.2.1 Except as otherwise provided in the ticket or in tariffs, these conditions, which may limit the validity of a ticket, in which case limitation will be shown on the ticket, a ticket is valid for:

One year from the date of issue or, within one year from the date of first travel provided that first travel occurs within one year from date of issue, whichever is longer.

First travel includes:

(a) One year from the date of issue; or

(b) Subject to the first travel occurring within one year from the date of issue, one year from the date of first travel under the ticket; whichever is longer.

3.2.2 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, either we will extend the validity of such ticket or you may be entitled to a refund from us in accordance with Article 10.

3.2.3 If after having commenced your journey, you are prevented from travelling within the period of validity of the ticket by reason of illness, we may extend the period of validity of your ticket until either the date when you become fit to travel (according to a medical certificate) or until our first flight after such date, from the point where the journey is resumed on which space is available in the class of service for which the fare has been paid. When the flight coupons remaining in the ticket or in the case of an electronic ticket, the electronic coupon, involve one or more stopovers, we may extend the validity of such ticket for not more than three months from the date shown on such certificate. In such circumstances, we will similarly extend the period of validity of tickets of other members of your immediate family accompanying you.

3.2.4 In the event of death of a passenger en route, we may modify the tickets of persons accompanying the passenger by waiving the minimum stay or extending the validity. In the event of a death in the immediate family of a passenger who has commenced travel, we may likewise modify the validity of the passenger's tickets and those of his or her immediate family who are accompanying the passenger. Any such modification shall be made on receipt of a valid death certificate and any such extension of validity shall not be for a period longer than forty-five (45) days from the date of the death.

3.3 Coupon sequence and use:

3.3.1 The ticket will not be honoured and will lose its validity if all the coupons are not used in the sequence provided in the ticket.

3.3.2 The ticket you have purchased is valid for transportation from your point of origin, via agreed stop-over and/or transfer points, to the destination as shown on your ticket. The fare you have paid is calculated on the basis of the entire journey shown on the ticket. Should you wish to change your journey you must contact us in advance. The fare for your new journey will be recalculated and you will be given the option of accepting the new price or maintaining your original journey as ticketed. Should you change your journey without our agreement we reserve the right to assess the correct fare for your actual travel and collect from you any difference between the fare you have paid and the fare applicable for your revised journey.

3.3.3 Please be aware that while some types of changes will not result in a changed fare, others, such as changing your point of origin or reversing the direction you travel, can result in an increase in price. Many special fares are valid only on the

dates and flights shown on the ticket and may not be changeable at all, or only on payment of an additional fee.

3.3.4. Each coupon will be accepted for carriage in the class of service specified on the coupon on the date and flight for which space has been reserved. When coupons are issued without a reservation being specified, space may be reserved, subject to the conditions of the relevant fare and the availability of space on the flight requested.

3.4 Name and address of carrier:

Our name may be abbreviated to our airline designator code in the ticket. Our address shall be deemed to be the airport of departure shown opposite the first reference to our designator code in the "carrier" box in the ticket or, in the case of an electronic ticket, as indicated for our first flight set out in the itinerary/receipt.

ARTICLE 4 -FARES AND CHARGES

4.1 General:

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.

4.2 Applicable fares:

Subject to Article 4.3, applicable fares are those in effect on the date of payment in full of the ticket. Should you change your itinerary or dates of travel, this may impact the fare to be paid.

4.3 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 all applicable taxes, fees and charges known to us and most of these will normally be shown separately on the ticket. However, as the taxes, fees and charges imposed on air travel are constantly changing and can be imposed after the date of ticket issuance you may be obliged to pay additional taxes, fees or charges, even after the ticket has been issued. 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.

ARTICLE 5 -RESERVATIONS

5.1 Reservation requirements:

5.1.1 Reservations are not confirmed until recorded as accepted by us or by our authorized agent. All reservations require payment before a ticket can be issued.

5.1.2 Certain fares have conditions which limit or exclude your right to change or cancel reservations.

5.2 Ticketing time limits:

If you have not paid for the ticket within the specified time limit which we or our authorized agent have specified, we may cancel your reservations

5.3 Personal data:

You recognize that personal data has been given to us for the purposes of making a reservation, purchasing a ticket, obtaining ancillary services, developing and providing services, facilitating immigration and entry procedures, and making available such data to government agencies in connection with your travel. For these purposes, you authorize us to retain and use such data and to transmit it to our own offices, authorized agents, government agencies, other carriers or the providers of the above-mentioned services.

5.4 Seating:

We may not provide seat selection or allocation service on all of our flights. 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.

5.5 Service charge when space not occupied:

Except in the case of travel on non-refundable fares, a service charge may be payable by you if you fail to use your reservation.

5.6 Reconfirmation of reservations and Contact details

Onward or return reservations on PROFLIGHT ZAMBIA operated flights are not subject to a requirement to reconfirm the reservation. It is your responsibility to ensure that your e-mail and Mobile phone contact details are correct in your reservation record and that you enable SMS when roaming. If you are on safari please ask your lodge to advise you of any scheduled changes. We will endeavour to contact you or your travel agent in the event of a schedule change. You should check the reconfirmation requirements of any other carriers involved in your journey with them.

5.7 Cancellation of onward reservation:

Notwithstanding Article 5.1, if you do not use a reservation, your return or onward reservations may be cancelled.

ARTICLE 6 -CHECK-IN / BOARDING

6.1 For domestic flights check-in normally opens 90 minutes before departure time and closes 30 minutes before the departure time. For International flights check-in normally opens 120 minutes before departure and closes 40 minutes before departure time. Precise details are shown on your e-ticket or itinerary. Your journey will be smoother if you allow yourself ample time for check-in. Please note that airlines reserve the right to cancel reservations of passengers who arrive at a check-in desk later than the times indicated and you will be considered a 'No Show'. If you 'No Show' you forfeit the value of your ticket.

6.2 You must be present at the boarding gate not later than the time specified by us when you check in.

6.3 We may cancel the space reserved for you if you fail to arrive at the boarding gate in time.

6.4 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.

ARTICLE 7 -REFUSAL AND LIMITATION OF CARRIAGE

7.1 Right to refuse carriage:

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. 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:

7.1.1 Such action is necessary in order to comply with any applicable Government laws, regulations or orders of any state or country to be flown from, into or over;

7.1.2 The carriage of you or your baggage may endanger or affect the safety, health, or materially affect the comfort of other passengers or flight crew;

7.1.3 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;

7.1.4 You have committed misconduct on a previous flight;

7.1.5 You have refused to submit to a security check;

7.1.6 You have not paid the applicable fare, taxes or charges;

7.1.7 You do not appear to have valid travel documents, may seek to enter a country through which you may be in transit, or for which you do not have valid travel

documents, destroy your documentation during flight or refuse to surrender your travel documents to the flight crew against receipt, when so requested;

7.1.8 You present a ticket that has been acquired unlawfully, has been purchased from an entity other than us or our authorized agent, or has been reported as being lost or stolen, is a counterfeit, or you cannot prove that you are the person named in the ticket;

7.1.9 You have not used the coupons in sequence, or you present a ticket, which has been issued or altered in any way, other than by us or our authorized agent, or the ticket is mutilated;

7.1.10 You fail to observe our instructions with respect to safety or security; and

7.1.11 You have previously committed one of the acts or omissions referred to above.

7.2 Special assistance:

Acceptance for carriage of unaccompanied children, incapacitated persons, pregnant women, and 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 or no later than 48 hours before departure and been accepted by us shall not subsequently be refused carriage on the basis of such disability or special requirements.

ARTICLE 8 -BAGGAGE

8.1 Free baggage allowance:

You may carry some baggage free of charge, subject to our conditions and limitations, which are available upon request from us or our authorized agent, and shown below. Baggage allowances are displayed on our web site, www.flyzambia.com

8.2 Excess baggage:

You will be required to pay a charge for carriage of baggage in excess of the free baggage allowance. These rates are displayed on our website, www.flyzambia.com.

8.3 Items unacceptable as baggage:

8.3.1 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, and shown below.

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

Items, which are reasonably considered by us to be unsuitable for carriage because they are dangerous, unsafe, by reason of their weight, size, shape or character (such as vehicle spare parts, tyres, or other large mechanical items) or which are fragile or perishable having regards to, among other things, the type of aircraft being used. Information about unacceptable items is available upon request.

8.3.2 Firearms and ammunition other than for hunting and sporting purposes are prohibited from carriage as baggage. We may at our discretion accept firearms and ammunition for hunting and sporting purposes 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 as specified in Article 8.3. 1. 1.

8.3.3 We may, at our discretion, accept as checked baggage, weapons, such as antique firearms, swords, knives and similar items, but they will not be permitted in the cabin of the aircraft.

8.3.4 You must not include in checked baggage money, jewellery, keys, precious metals, computers, electronic devices, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples.

8.3.5 If despite being prohibited, any items referred to in Articles 8.3.1, 8.3.2 and 8.3.4 are included in your baggage, we shall not be responsible for any loss or damage to such items.

8.4 Right to refuse carriage:

8.4.1 Subject to Articles 8.3.2 we will refuse to carry as baggage any items described in Article 8.3, and we may refuse further carriage of any such items on discovery.

8.4.2 We may refuse to carry as baggage any item reasonably considered by us to be unsuitable for carriage because of its size, shape, weight, contents or character, safety, operational reasons, or the comfort of other passengers. Information about unacceptable items is available upon request.

8.4.3 We may refuse to accept baggage for carriage unless it is in our reasonable opinion properly and securely packed in suitable containers.

8.5 Right of search:

For reasons of safety and security we may request that you permit a search, x-ray, or other type of scan be made of your person and 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 in Article 8.3.1 or any firearms, ammunition or weapons, which have not been presented to us in accordance with Articles 8.3.2 or 8.3.3. If you are unwilling to comply with such request, we may refuse to carry you and your baggage. In the event an x-ray or other scan causes damages to you or your baggage, we shall not be liable for such damage unless due to our fault or negligence.

8.6 Checked baggage

8.6.1 On delivery to us of your baggage which you wish to check or of your baggage which we require you to check prior to boarding we will take custody of, and issue a baggage identification tag for each piece of your checked baggage.

8.6.2 Checked baggage must have your name or other personal identification affixed to it.

8.6.3 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 reimburse the reasonable cost of delivery to you should you opt to release your bag responsibility to a driver or transport company organised by you, unless applicable law requires you to be present for customs clearance. Please also note our rules on carriage of excess baggage shown below.

8.7 Unchecked baggage:

8.7.1 We may specify maximum dimensions 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 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.

8.7.2 We will, when space permits, allow you to carry a 'laptop' personal computer, over and above your cabin baggage allowance. When space does not permit, we may require the laptop to be assessed as part of your free baggage allowance, and carry as checked baggage the laptop and such other items of baggage that otherwise would be carried in the passenger cabin. In such instance the airline is not liable for any damage or loss of the personal computer.

8.7.3 Objects not suitable for carriage as checked baggage (such as delicate musical instruments) and which do not meet the requirements in Article 8.8.1, will only be accepted for carriage in the passenger cabin if you have given us notice in advance

and permission has been granted by us. You may have to pay a separate charge for this service.

8.8 Collection and delivery of checked baggage:

8.8.1 You are required to collect your checked baggage as soon as it is made available at your destination or stopover. Should your checked baggage not be claimed within three months of the time it is made available, we or the Airport Authorities may dispose of it without any liability to you.

8.8.2 Only the bearer of the baggage check and baggage identification tag is entitled to delivery of the checked baggage.

8.8.3 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 deliver the baggage to such person only on condition that he or she establishes to our satisfaction his or her right to the baggage.

8.9 Animals

If we agree to carry your animals they will be carried subject to the following conditions:

8.9.1 You must ensure that animals such as dogs, cats, household birds, and other pets are properly crated and accompanied by valid health and vaccination certificates, entry permits and other documents required by countries of entry or transit, failing which, they will not be accepted for carriage. Such carriage may be subject to additional conditions specified by us which are available on request.

8.9.2 If accepted as baggage, the animal, together with its container and food, shall not be included in your free baggage allowance, but shall constitute excess baggage, for which you will be obliged to pay the applicable rate.

8.9.3 Subject to the requirements of clause 8.1, guide dogs accompanying passengers with disabilities will be carried free of charge in addition to the normal free baggage allowance, subject to conditions specified by us, which are available on request.

8.9.4 Where carriage is not subject to the liability rules of the Convention, except in the case of our own negligence, we are not responsible for injury to, loss, sickness, or death of an animal which we have agreed to carry.

8.9.5 We will have no liability in respect of any such animal not having all the necessary exit, entry, health, and other documents necessary or convenient with respect to the animal's entry into or passage through any country, state, or territory; and the person carrying the animal must reimburse us for any fines, cost, losses of liabilities reasonably imposed or incurred by us as a result.

ARTICLE 9 -SCHEDULES, DELAYS, CHANGES and CANCELLATION OF FLIGHTS

9.1 Schedules:

We undertake to use our best efforts to carry you and your baggage with reasonable dispatch and to adhere to published schedules in effect on the date of travel. We may have to change the time of flights, often for reasons beyond our control, and consequently times shown in timetables cannot be guaranteed. Please refer to Article 10.2 regarding refunds in such situation.

9.2 Cancellation, rerouting, delays, etc.:

9.2.1 Cancelled Flights

Our liability is limited to persons already holding confirmed ticketed reservations.

If your flight is cancelled by us or if the revised departure time is not convenient to you the procedures outlined below will apply.

Except if the flight is cancelled due to Extraordinary Circumstances outside of our control you will be offered a choice of:

Flight is cancelled at any time before the day of departure

- a) A full refund for the unused part of the ticket OR
- b) Re-routing on another PROFLIGHT ZAMBIA scheduled flight to the same destination OR to an alternative PROFLIGHT ZAMBIA destination in the same country on a date of your choosing within one month and subject to availability of seats

Flight is cancelled on the day of departure

- a) A full refund for the unused part of the ticket OR
- b) Re-routing on another PROFLIGHT ZAMBIA scheduled flight to the same destination OR to an alternative PROFLIGHT ZAMBIA destination in the same country on a date of your choosing within one month and subject to availability of seats. Furthermore, if you choose to re-book on another PROFLIGHT ZAMBIA flight which is scheduled to depart more than two hours later than the departure time of the cancelled flight you are entitled to the same benefits listed in the 'Delayed Flights' section below.

9.2.2 Delayed Flights

Except where the delay is caused by Extraordinary Circumstances, if your flight departure is delayed by more than two hours you are entitled to the following:

a) A full refund for the unused part of the ticket OR

b) Re-routing on another PROFLIGHT ZAMBIA scheduled flight to the same destination or alternative PROFLIGHT ZAMBIA destination in the same country on a date of your choosing within one month and subject to availability of seats.

Delays of between two and four hours: Where possible PROFLIGHT ZAMBIA will arrange a snack/drink at an airport coffee shop/restaurant. In some smaller airports/air strips this will not be possible and we regret any inconveniences caused.

Delays of more than four hours: Where possible we will arrange for meals and refreshments in proportion to the waiting time and, where possible, internet access. Where your alternative flight is not till the following day we will endeavour to provide one night's accommodation on a bed and breakfast basis, and transport between the airport and the accommodation.

We will not provide transfers or accommodation if your permanent domicile or that of your family is within 25 kms of the departure airport. Where PROFLIGHT ZAMBIA is not in a position to arrange accommodation or you opt to arrange your own transfers and accommodation we will arrange to refund you the actual receipted costs or USD 125 whichever is the lesser. PROFLIGHT ZAMBIA will not cover the costs of additional meals, phone calls, internet access, drinks or other hotel services.

9.2.3 If we are unable to provide previously confirmed space, we shall provide compensation pursuant to our denied boarding compensation policy.

PROFLIGHT ZAMBIA has a policy to not knowingly oversell flights. However, due to operational requirements such as a change of aircraft type and payload restrictions caused during periods of high temperatures, there will be times when passengers cannot be accommodated on the booked flight.

You are entitled to a payment of 'denied boarding compensation' from PROFLIGHT ZAMBIA unless:

You have not fully complied with our check-in requirements or if you are not acceptable for transportation under PROFLIGHT ZAMBIA's rules and practices.

You are denied boarding because the flight is cancelled.

A smaller capacity aircraft was substituted for safety or operational reasons.

A flight operating with an aircraft having 50 or fewer seats has safety-related weight/balance restrictions that limit payload.

We are able to re-book you on another flight or flights that are planned to reach the final destination within two hours of the scheduled arrival of the original flight.

If you have been denied boarding you are entitled to one of the following forms of compensation.

If arrival at your final destination is greater than two hour but less than four hours past their original scheduled arrival, compensation is a 'One-way Fare Voucher' which can be used for a free one-way ticket (excluding taxes) on the same route to be used within 6 months.

If your arrival at the final destination is four hours or more past the original scheduled arrival, involuntary compensation is a 'Return Fare Voucher' which can be used for a free round-trip ticket (excluding taxes) on the same route to be used within 6 months.

You will also be entitled to the normal benefits related to 'Delayed Flights'

9.2.4 If the passenger or customer cancels a charter flight they must refer to the terms and conditions of their invoice regarding penalties.

9.2.5 Departure times are shown on the charter confirmation. Should the passengers not be ready to board at a time to meet that departure time then this constitutes a no show in accordance with 9.2.4 above. The company will use its best efforts to make alternative arrangements wherever possible but is under no obligation whatsoever so to do. Any additional costs arising as a result of the company making alternative arrangements will be payable by the passengers prior to departure.

9.3 Substitution of Carrier/Aircraft:

We reserve the right to substitute an alternative carrier and/or aircraft.

9.4 Misconnections

9.4.2 Missed Connections: Separate tickets

PROFLIGHT ZAMBIA is only responsible transporting you for the journey specified on the PROFLIGHT ZAMBIA ticket. Once you've arrived at your ticketed destination the contract between yourself and PROFLIGHT ZAMBIA is complete.

If you have purchased two separate tickets PROFLIGHT ZAMBIA has no liability for any expense or inconvenience caused in the event of misconnection caused by the delay or cancellation of your connecting flight, regardless of the reason.

9.4.3 Missed Connection: Single ticket issued by airlines with whom PROFLIGHT ZAMBIA has a ticket acceptance (interline) agreement (except Hahn Air)

Except in Extraordinary Circumstances beyond our control, if the delay or cancellation of your PROFLIGHT ZAMBIA flight results in you missing your onward

flight on one of the partner airlines we will assist in re-routing you to your final ticketed destination.

Where possible our airport staff will interface with the onward airline to arrange re-booking your onward international flight at no additional expense. If the onward airline Ticket Office is closed it will not be possible to make new bookings till the following day.

If your new connecting flight is more than two hours from the departure time of your original flight then you are also entitled to the benefits mentioned in the 'Delayed Flights' section.

9.4.4 Extraordinary Circumstances

We are not liable for expenses such as meals, transfers and accommodation or for any consequential loss resulting from delays, cancellations, rescheduling or other disruption to our flights caused by Extraordinary Circumstances outside of our control.

9.5 Flight and Name Changes

No changes can be made to a reservation once a passenger has checked in for a flight.

Flight changes, subject to seat availability, can be made prior to the scheduled flight departure time either online or via a reservation centre, subject to opening hours.

Flight dates, times, and routes are changeable subject to seat availability and may be subject to a 'Change Fee', details of which are available on the web site, www.proflight-zambia.com. In addition, to these flight change fees, any price difference between the original total price paid and the lowest total price available at the time of the flight change is charged. Please note that if the total price on the new flight is lower, no refund will be made.

Name changes are not permitted and tickets are non-transferable except as noted in Fare Rules.

ARTICLE 10 -REFUNDS

10.1 General:

In those instances when a refund is authorized, we will refund a ticket or any unused portion in accordance with the applicable fare rules or tariff, as follows:

10.1.1 Except as otherwise provided in this Article, we shall be entitled to make 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.

10.1.2 If a ticket has been paid for by a person other than the passenger named in the ticket, and the ticket indicates that there is a restriction on refund, we shall make a refund only to the person who paid for the ticket, or to that person's order.

10.1.3 Except in the case of a lost ticket, refunds will only be made on surrender to us of the ticket and all unused flight coupons.

10.2 Involuntary refunds:

10.2.1 If we cancel a flight, fail to operate a flight reasonably according to schedule, fail to stop at your destination or stopover, or cause you to miss a ticketed PROFLIGHT ZAMBIA connecting flight on which you hold a reservation, the amount of the refund shall be as follows:

If no portion of the ticket has been used, an amount equal to the fare paid; and

If a portion of the ticket has been used, the refund will be not less than the difference between the fare paid and the fare for the transportation used.

10.3 Voluntary refunds:

10.3.1 If you are entitled to a refund of your ticket for reasons other than those set out in Article 10.2, the amount of the refund shall be as follows:

10.3.1.1 If no portion of the ticket has been used, an amount equal to the fare paid less the applicable any reasonable service charges and/or cancellation fees;

10.3.2 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 the applicable any reasonable service charges and cancellation fees.

10.4 Right to refuse refund:

10.4.1 We may refuse a refund where application is made after the expiry of the validity of the ticket.

10.4.2 We may refuse a refund on a ticket which has been presented to us or to government officials, as evidence of intention to depart from the country, unless you establish to our satisfaction that you have permission to remain in the country or that you will depart from that country by another carrier or another means of transport.

10.5 Currency:

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

10.6 By whom ticket refundable:

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

ARTICLE 11 -CONDUCT ABOARD AIRCRAFT

11.1 General:

If in our opinion you conduct yourself on board the aircraft so as to endanger the aircraft or any person or property on board; 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 or refused any further carriage on the whole of our flight network. Further, you may be prosecuted for offences committed on board the aircraft.

11.2 Electronic devices:

For safety reasons, we may forbid or limit operation on board 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.

ARTICLE 12 -ARRANGEMENTS FOR ADDITIONAL SERVICES

12.1 Provision of additional services:

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 of 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 agent for such third party, whose terms and conditions will apply.

12.2 Arrangements for additional services:

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.

ARTICLE 13 -ADMINISTRATIVE FORMALITIES

13.1 General:

You are responsible for obtaining all required travel documents and visas and for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into, or through which you transit.

13.1.1 We shall not be liable for the consequences to any passenger resulting from his or her failure to obtain such documents or visas or to comply with such laws regulations, orders, demands, requirements, rules or instructions.

13.2 Travel documents:

Prior to travel, you must present all exit, entry, health, and other documents required by law, regulation, order, demand, or other requirement of the countries concerned, and permit us to take it and retain copies thereof. We reserve the right to refuse carriage if you have not complied with these requirements or your travel documents do not appear to be in order.

13.3 Refusal of entry:

If you are denied entry into any country, you must pay to us the cost of any fine or charge assessed against us by the Government concerned and the cost of transporting you from that country. The fare collected for carriage to the point of refusal or denied entry will not be refunded by us.

13.4 Passenger responsible for fines, detention costs, etc.:

If we are required to pay any fine or penalty or to incur any expenditure by reason of your failure to comply with laws, regulations, orders, demands, or other travel requirements of the countries concerned or to produce the required documents, you shall reimburse us on demand any amount so paid or expenditure so incurred. We may apply towards such payment or expenditure the value of any unused carriage on your ticket or any of your funds in our possession.

13.5 Customs inspection:

If required, you shall attend inspection of your baggage by customs or other Government officials. We are not liable to you for any loss or damage suffered by you in the course of such inspection or through your failure to comply with this requirement.

13.6 Security inspection:

You shall submit to any security checks by governments, airport officials, carriers, or by us.

ARTICLE 14 -SUCCESSIVE CARRIERS

Carriage to be performed by us and other carriers under one ticket or a conjunction ticket is regarded as a single operation for the purposes of the Convention. However, your attention is drawn to Article 15.1.2 (b).

ARTICLE 15 -LIABILITY FOR DAMAGE

15.1 The liability of PROFLIGHT ZAMBIA and each carrier involved in your journey will be determined by its own Conditions of Carriage. Our liability provisions are as follows:

15.1.1 Unless otherwise stated herein, international travel, as defined in the Convention, is subject to the liability rules of the Convention.

15.1.2 Where your carriage is not subject to the liability rules of the Convention, the following rules shall apply:

15.1.2 (a) Any liability we have for damage, will be reduced by any negligence on your part which causes or contributes to the damage in accordance with applicable law.

15.1.2 (b) We will be liable only for damage occurring during carriage on flights or flight segments where our airline designator code appears in the carrier box of the ticket for that flight or flight segment. If we issue a ticket or if we check baggage for carriage on another carrier, we do so only as agent for the other carrier.

15.1.2 (c) We will not be liable for damage to unchecked baggage unless such damage is caused by our negligence.

15.1.2 (d) We are not liable for any damage arising from our compliance with applicable laws; government rules and regulations; or from your failure to comply with the same.

15.1.2 (e) Except where other specific provision is made in these conditions, if we are liable to you, we will compensate you for all losses and costs which you can prove you directly incurred as a result in accordance with the applicable law, but we will not, in any circumstance, be liable for:

(i) Any losses or costs not reasonably foreseeable by us at the time the contract of carriage was concluded;

(ii) Any losses or costs caused otherwise and by our breach of contract or breach of duty, to you;

(iii) Any loss of profits or business losses;

(iv) Any losses which indirectly flowed from the breach of contract or breach of duty to you; and

(v) Any indirect or consequential loss

15.1.2 (f) We are not liable for any damage caused by your baggage. You shall be responsible for any damage caused by your baggage to other persons or property, including our property.

15.1.2 (g) We shall have no liability whatsoever for damage to articles not permitted to be contained in checked baggage under Article 8.3, including fragile or perishable items, items having a special value, such as money, jewellery, precious metals, computers, personal electronic devices, negotiable papers, securities, or other valuables, business documents, passports and other identification documents, or samples.

15.1.2 (h) We are not responsible for any illness, injury or disability, including death, attributable to your physical condition or for the aggravation of such condition.

15.1.2 (i) The contract of carriage, including these Conditions of Carriage and exclusions or limits of liability, applies to our authorized agents, servants, employees, and representatives to the same extent as they apply to us. The total amount recoverable from us and from such authorized agents, employees, representatives, and persons shall not exceed the amount of our own liability, if any.

15.1.2 (j) Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability under the Convention or applicable laws unless otherwise expressly stated.

ARTICLE 16 -TIME LIMITATION ON CLAIMS AND ACTIONS

16.1 Notice of claims:

16.1.1 Acceptance of baggage by the bearer of the baggage check without complaint at the time of delivery is sufficient evidence that the baggage has been delivered in good condition and in accordance with the contract of carriage, unless you prove otherwise.

16.1.2 If you wish to file a claim or an action regarding damage to checked baggage, you must notify us as soon as you discover the damage, and at the latest within seven (7) days of receipt of the baggage. If you wish to file a claim or an action regarding delay of checked baggage, you must notify us within twenty-one (21) days from the date the baggage has been placed at your disposal. Every such notification must be made in writing.

16.2 Limitation of actions:

Any right to damages shall be extinguished if an action is not brought within two years of the date of arrival at destination; the date on which the aircraft was

scheduled to arrive; or the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the laws of Zambia.

ARTICLE 17 - MODIFICATION AND WAIVER

These conditions may only be modified in writing by an employee authorized to do so.

ARTICLE 18 - OTHER CONDITIONS

Carriage of you and your baggage is also provided in accordance with certain other regulations and conditions applying to or adopted by us. These regulations and conditions, as varied from time to time, are important. They concern among other things:

- (i) The carriage of unaccompanied minors, pregnant women and sick passengers;
- (ii) Restrictions on use of electronic devices and items; and
- (iii) Limited liability on claims.

ARTICLE 19 - LIABILITY LIMITATIONS

19.1 Advice to International Passenger on Limitation of Liability

Passengers on a journey involving an ultimate destination or a stop in a country other than the country of origin are advised that the provisions of a treaty known as the Warsaw Convention may be applicable to the entire journey, including any portion entirely within the country of origin or destination. For such passengers on a journey to, from, or with an agreed stopping place in the United States of America, the Convention and special contracts of carriage embodied in applicable tariffs provide that the liability of certain carriers parties to such special contracts for death of or personal injury to passengers is limited in most cases to proven damages not to exceed U.S. \$75,000 per passenger and that this liability, up to such limit, shall not depend on negligence on the part of the Carrier.

For such passengers travelling by a Carrier not a party to such special contracts or on a journey not to, from, or having an agreed stopping place in the United States of America, liability of the carrier for death or personal injury to passengers is limited, in most cases, to approximately U.S. \$10,000 or US\$20,000.

Additional protection can usually be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the Carrier's liability under the Warsaw Convention or such special contracts of carriage. For

further information, please consult your airline or insurance company representative.

NOTE: The limit of liability of US\$75,000 above is inclusive of legal fees and costs. Except that in case of a claim brought in a state where provision is made for separate award of legal fees and costs, the limit shall be the sum of US\$58,000 exclusive of legal fees and costs.

19.2 Notice of Baggage Liability Limitations:

Liability for loss, delay, or damage to baggage is limited, unless a higher value is declared in advance and additional charges are paid. For most international travel, including domestic portions of international journeys, the liability limit is approximately US\$9.07 per pound or US\$20.00 per kg for checked baggage and US\$400.00 per passenger for unchecked baggage.

If the weight of the baggage is not recorded on the baggage check, it is presumed that the total weight of the checked baggage does not exceed the applicable free baggage allowance for the class of carriage concerned. If in the case of checked baggage a higher value is declared in writing pursuant to an excess valuation facility, our liability shall be limited to such higher declared value.

ARTICLE 20 - BAGGAGE ALLOWANCES

Please check the web site and/or your ticket for details of the free baggage allowances for checked and hand/cabin baggage.

In addition to the free baggage allowance a passenger may carry free of charge; A fully collapsible disabled person's wheelchair and/or crutches, and/or braces or other prosthetic device for the passenger's use; and

Certain items such as, infant carrying baskets or carrycots, wheelchairs and walking aids other than sticks or crutches must be labelled and stowed in the checked baggage compartment.

Note: An infant carrying basket or bassinet will not be transported in the aircraft cabin unless the size of the basket or the bassinet will permit it being secured by a seat belt and a seat is reserved for the infant and a child's fare paid.

Excess/oversized/ overweight baggage may be accommodated subject to space and the payment of the applicable charges. During certain peak times and for travel to/from certain markets excess baggage is not accepted under any circumstances. To avoid excess baggage charges all baggage must meet specified requirements.

No single item weighing more than 32 kg will be accepted as checked baggage.

Extra pieces of baggage (that is pieces in excess of the above allowance) will be subject to excess baggage charges and will only be accepted on a space available (standby) basis.

Perishable items will not be accepted as standby baggage

ARTICLE 21 - MUSICAL INSTRUMENTS

Musical instruments are accepted as a part of a passenger's free baggage allowance.. Normal excess baggage charges apply if the total checked baggage exceeds the allowance and excess baggage is accepted on a space available basis only.

ARTICLE 22 - SPORTS EQUIPMENT

There is no special charge for sporting equipment. Golf bags are accepted as a part of a passenger's free baggage allowance. Normal excess baggage charges apply if the total checked baggage exceeds the allowance and excess baggage is accepted on a space available basis only.

ARTICLE 23 - ALL EXCESS BAGS WILL BE TAGGED AS STANDBY

Baggage taken on a standby basis will be accepted with the understanding that PROFLIGHT ZAMBIA is not liable for delays in the transportation of the baggage to its destination. Also, PROFLIGHT ZAMBIA will not accept responsibility for the customs clearance and/or the ground transportation cost incurred by passengers for the collection of stand by baggage.

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