

# <u>Terms and Conditions of</u> <u>Carriage</u>



# **TERMS AND CONDITIONS:**

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### Use of the website:

As a condition of your use of this Website, you warrant that

(i) You are at least 18 years of age;

(ii) You possess the legal authority to create a binding legal obligation;

(iii) You will use this website in accordance with these terms and conditions;

(iv) You will only use this website to make legitimate reservations for you or for another person for whom you are legally authorized to act;

(v) You will inform such other persons about the terms and conditions that apply to the reservations you have made on their behalf, including all rules and restrictions applicable thereto;

(vi) All information supplied by you on this Website is true, accurate, current and complete, and (vii) If you have an account to this website, you will safeguard your account information and will supervise and be completely responsible for any use of your account by you and anyone other than you. We retain the right at our sole discretion to deny access to anyone to this Website and the services we offer, at any time and for any reason, including, but not limited to, for violation of these Terms and Conditions.

### 1.0 Definitions

The terms "**we**", "**us**" and "**our**" refer to SEVEN FOUR EIGHT AIR SERVICES (K) LIMITED.

Our Passengers can also be informed of our contact details and operating hours through our web page, under the category Named "Contact".

The term "**you**" and "**your**" refers to the customer visiting our website, booking a reservation through us or otherwise using our services.

Moreover, for the purposes of these terms and conditions the following words or phrases have the meaning shown below, unless the context clearly indicates otherwise:

"Booking": any order for products or services you make on **our** Website which is confirmed or accepted by **us**. Acceptance will be made by **us** (and a contract concluded) when we have received full payment from you and sent a confirmation email with the ticket (from either us or the relevant Travel Supplier).

"Customer" or "Client": The person who makes a Booking or the person on whose behalf the services provided by us have been agreed and who has accepted that condition.

"Service(s)": a service offered by our website, such as a booking of transport services.

"Service fee": means the portion of your total cost of the service rendered to you on behalf of us as indicated in the confirmation page and email that covers the services provided by us.

"Travel Supplier(s)" or "Supplier(s)": The airline and/or any other product and/or service provider in the field of travel, with whom the Customer enters into an agreement and who, with due observance of the applicable terms and conditions, is responsible for carrying out the service.

"Website": means the www.fly748.com



### 2.0 Booking/Reservation

### 2.1 Booking via our website:

You agree to be bound by the terms of this Agreement and any additional terms and conditions that are applicable to your booking, travel arrangements or use of any website content. You agree on behalf of yourself and those you represent to comply with all such terms and conditions, including the payment of all amounts when due.

You agree that any violation of any such terms and conditions may result in:

- The cancellation of your reservation or purchase,
- Your forfeiture of any money paid for your reservation or purchase,
- You being denied access to the applicable travel related product or service,
- Our right to debit your account for any costs we incur as a result of such violation.

You represent and warrant that:

You are of sufficient age to use our services and website and can create binding legal obligations in connection with your use,

You are legally authorized to act for or on behalf of any persons included in a booking and accept these terms and conditions on their behalf,

The information supplied by you is true and correct.

You are responsible for informing such other persons of all terms and conditions applicable to their travel arrangements. You understand that you are financially responsible for any use of our services or website by you and those using your name or account.

You are responsible for your activities on the Website (financially or otherwise), including the possible use of your user name and password.

### 2.2 Confirmation of Booking

We as the operator will record your reservation upon booking and send you the e-tickets once paid for with your receipt to the email address provided.

There is a limit for how long your booking can hold before it expires. If it expires before payment has been made, the ticket may be reinstated at a new fare price or the client may get the same fare. Our rates are subject to availability.

We can send you an invoice and itinerary before payment is made for you to confirm your booking prior to payment. A receipt will be shared together with your ticket when payment is made.

Promotional offered tickets have conditions which exclude your right to amend or cancel reservations. If you do not use your promotional offer ticket on the date of travel, you will be marked as a no show and the funds forfeited.



## 2.3 E-tickets

We will permit travel to only the passenger named on the ticket, and the passenger will be required to produce identification in the form of a Kenyan national ID card or a passport.

A ticket is not transferable, but name changes and re-routing can be done at a fee by calling our call center.

Some tickets are sold at discounted fares in the case of promotional offers. These are completely nonrefundable. Promotional offer tickets are valid only on the dates and for the flights shown on the ticket and may not be changed at all. These tickets cannot be amended in any way.

If you have a ticket which is completely unused and you can no longer travel, provided you advise prior to travel, we will provide you with an open ticket which can be used for future travel within 6 months of the initial booking date. An amendment fee will apply as well as the fare difference for the rescheduled date if any. An electronic ticket is sufficient for travel. You shall not be entitled to travel unless you present a valid ticket. You shall not be entitled to travel on a flight unless you provide positive identification and a valid electronic ticket has been duly issued in your name.

### 2.3.1 Period of Validity

Except if otherwise stated, a ticket is valid for a.) 6 months from the date of issue or b.) Subject to the first travel occurring within 6 months, in the case of open tickets c.) The ticket validity is up to 1 year if the client has shared a positive test result- the amendment and fare difference will still apply in this case.

When rescheduling an open ticket to a future flight, the passenger is booked on the class of service for which the fare has been paid. If the class of service is not available, the passenger will be required to pay the additional fare difference of available class.

In the event of death of a passenger, the tickets of persons accompanying the passenger may be amended by waiving the amendment fee. Any such amendments shall be made upon receipt of a valid death certificate. If the class of service is not available, you will be required to pay the additional fare difference of the available class. Tickets will only be valid for 6 months from the date of issuing.

The ticket you have purchased is only valid 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 validity if not used in the 6 months after issuing.

Should you wish to change any aspect of your transportation you must contact us in advance. The fare of your new flight will be calculated and you will be given the option of accepting the new price or maintaining your original transportation as ticketed.

In the instance where you would like to change your transportation, we will assess the correct price for your actual travel. You will be booked at the class you had originally booked for and if this is not available, you must pay the fare difference in addition to the amendment fee.

If a passenger does not get in touch with us about a change of reservation before the date of travel, they will be marked as a "no show" and tickets will be forfeited and have no value.

In the case where you are a no show for a flight without advising us prior to your flight, we will cancel your ticket for that specific leg of your journey. That means, that if you have a return trip on the same ticket, it will still be valid, unless you communicate otherwise.



All tickets sold on our website are e-tickets, which is a paper-less way to book flights. Once you have made your booking, it is stored electronically in our reservation system. We will send you a booking confirmation email with your e-ticket.

We recommend that you take your e-ticket with you on your date of travel. We cannot be held responsible for non-compliance with these rules and regulations and strongly recommend that you check these details with the airline in advance of travel.

You must present your e-ticket at check-in for your flight. If you have not received your e-ticket within 48 hours you must contact us via email or call our customer service for further assistance.

We rely on the information that you provide as being accurate and therefore cannot be held responsible if your e-ticket does not arrive due to an incorrect email address or your junk email settings. You must notify us immediately if you change your email address or contact telephone number.

If you do not receive your ticket also due to payment to the wrong account details, than those sent to you. You will be held responsible for this and must therefore call to check on your booking.

In addition, please check that the name on your passport or Kenyan national ID matches the name on your ticket and/or booking confirmation. It is your responsibility to check that all of the correct information has been entered into the booking including, but not limited to, the correct passenger names, flights, dates and travel itinerary. If anything is incorrect, it is your responsibility to notify us immediately. All possible assistance will be offered to rectify any errors, however, charges may be incurred which you would need to pay.

In case you choose an alternative that is more expensive than your original booking, you will be responsible for paying the difference.

If you make payment via MPESA and pay to the wrong account number, you will not receive your ticket. Please ensure to confirm that you receive your ticket upon booking, so that this may be addressed. If the price has escalated by the time you notify us that the payment was done to the wrong account number then you will be asked to top up the difference. This is because most times the booking has expired and will need to be reinstated at the new fare.

# 2.4 Changes and Cancellations

### 2.4.1 Changes in Flight Schedule

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 endeavor to notify you of any such changes. This will usually be done via a text to the number provided to us upon booking.



Please ensure that when the booking is done that the mobile number provided is correct. In the event that the booking has been made by an agent, please ensure that the agent uses your mobile number on the booking as part of the passenger details.

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.

# 2.4.2 Cancellations, Re-routing and Delays

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.

Except as otherwise provided by the Convention, if we cancel a flight, fail to operate a flight reasonably according to the schedule or fail to stop at your destination or Stopover destination, 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- different time same date; or

Within a reasonable period of time re-route 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; or Make a refund in accordance with the provisions of Article 6.

# 2.4.3 Amendment and Cancellation Policies

### 2.4.3.1 Open ticket Policy

In the event that the passenger notifies us that they would like to change their date of travel, we will leave their ticket open with a validity of 6 months from the time of initial booking.

This cannot be done after the flight has departed as this will be a no show and the ticket will thus be forfeited.

On the date of rescheduling, there will be a fee of \$25 per person plus fare difference of the rescheduled date, if it applies.

### 2.4.3.2 Cancellation Policy

In the event that a passenger would like to cancel their ticket (Ukunda, Malindi, Mombasa and Kisumu), they will be deducted a fee of \$25 and the balance will be given to them as a credit note to utilize in the future. This policy applies immediately after payment is made. We do not process refunds for cancelled tickets.

In the event that a passenger would like to cancel their ticket (Maasai Mara), they will be deducted a fee of \$100. This policy applies immediately after payment is made.



### 2.4.3.3 Name Change Policy

A change of name is done at a fee of \$25 per passenger, this applies immediately after a payment is made. This applies for Ukunda, Malindi, Mombasa, Kisumu and Maasai Mara.

### 2.4.3.4 Re-routing Policy

The re-routing fee is done at a fee of \$25 per passenger per leg (Ukunda, Malindi, Mombasa and Kisumu). This applies immediately after a payment is made.

For Maasai Mara, the change of air strip is charged at \$50 per passenger, per leg.

### 2.4.3.5 Covid-19 Policy

If a passenger tests positive for Covid-19. The passenger must provide evidence such as a medical repo9rt with their positive results. Their ticket will then be left open for a year with the amendment fee and fare difference both applicable.

### 3.0 Prices, Taxes, Fees, Charges and Payments.

### 3.1 Prices

Prices are confirmed at the final step of the booking path at the point when you click "Click to Payment ", or similar.

Any taxes or charges imposed by the Government or other authority, which We are obliged to collect from You or pay on Your behalf in respect of Your Flight will be payable by You to Us and is included in the Fare. Such taxes and charges imposed on air travel are constantly changing and can be imposed after the date that Your Booking has been made.

These amended amounts will not be marked on Your Confirmation Document. If any such tax or charge is introduced or increased after the Booking has been made and before you travel, We will pass that cost onto You where We are permitted by law to do so.

You will be obliged to pay it prior to departure. Any such charges, fees or taxes in addition to the Fare may be levied on You via deduction of such charges from the credit card or debit card used to make Your Booking or at an airport. Failure to make payment may affect your ability to fly with us.

### 3.2 Fares

Applicable taxes, fees and charges imposed by a 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 Itinerary/Receipt. 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 Itinerary/Receipt, 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, subject to the payment of an administrative charge.



### 3.3 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 taxes, fees and charges not included in the fare 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. In addition should the Passenger not travel on a flight and they are holding a ticket they are equally to benefit from a refund of said applicable taxes, charges and other fees.

### 3.4 Currency

Fares, taxes, fees and charges are payable in US dollars, Kenya Shillings and Euro's. Our exchange rate will therefore apply.

### 3.5 Payments

Payment will only be received via our electronic booking system. Payment can be effected by means of the following:

- Mobile Money
- Visa Debit or Credit Card
- o MasterCard Debit or Credit Card

# 3.5.1 Payment Time Limits

If you have not paid for the ticket prior to the specified payment time limit, as advised by the operator, the booking will expire and reinstated at the new fare, if applicable.

We do not increase payment time limits.

Please be advised tickets will only be issued once the full payment is settled.

# 4.0 Baggage

# 4.1 Prohibited Items

For the safety of our passengers and aircraft, passengers are prohibited from carrying the following items in either checked or hand baggage:

- Explosives, munitions, fireworks, and flares
- Security-type cases/boxes incorporating goods such as lithium batteries or pyrotechnics
- Compressed gases (flammable, non-flammable, or poisonous) such as butane, propane, aqualung cylinders, lighter fuels, or refills
- Oxidizing substances such as bleaching powder and peroxides
- Flammable liquids such as paints and adhesives



- Disabling devices such as mace or pepper sprays, with irritant properties
- Poisons such as arsenic, cyanides, or insecticides
- Radioactive materials
- Corrosive materials such as mercury (which may be contained in thermometers or blood pressure gauges,) acids, alkalis, and wet cell batteries
- Any other substances which, during a flight, present a danger not covered above, such as magnetized, offensive, or irritating materials
- Lighters (butane, absorbed fuel, electric, battery-powered, and novelty lighters) are not to be carried on the person, or in the carry-on and checked baggage. This ruling by The Transportation Security Administration (TSA) applies to all passengers arriving into or departing from United States of America.

### 4.2 Restricted Items

In addition, passengers are not allowed to carry the following items in their hand baggage for passengers' safety and security reasons. To minimize inconvenience, you are advised to check in or put these items in your checked baggage instead:

- Knives (including hunting knives, swords, and pocket knives)
- Scissors and any other sharp/bladed objects (e.g. ice-pick, nail clippers) considered illegal by local law
- Weapons such as whips, baton, or stun gun
- Toys guns/gun shaped items or look-alikes, hand-cuffs
- Sporting equipment such as baseball/cricket bats, golf clubs, hockey sticks, billiard cues
- Devices with spillable batteries
- Aerosols (hair sprays, perfumes, medicines containing alcohol) not exceeding 0.5KG/L per article and 2.0KG/L in total weight
- Baby strollers
- Any other items which are deemed security hazards by local law
- Any other items that resemble or have similar functions to the above items
- Please note that these items will be retrieved at the boarding gate by the local authorities and depending on local conditions, the items may not be returned to you.

### 4.3 Baggage Allowance

The baggage allowance for each ticket is a total of 15kgs. This is divided into 5kgs hand baggage and 10kgs check in baggage. The maximum weight for your hand baggage is 5kgs but you can check in the total 15kgs- as it remains in the baggage allowance limit.

You will be required to pay a charge for carriage of baggage in excess of the free baggage allowance at the prevailing rate.



# 4.4 Excess Baggage

Excess Baggage will only be carried at the sole discretion of the captain of the aircraft. If the payload of the aircraft and/or space permits and will be charged at the prevailing rate for carriage of freight at the prevailing rate.

# 4.5 Damaged Baggage

In the event that your baggage is damaged on arrival to your destination. You will be required to sign the Damaged or lost baggage form at your airport destination. Damage claimed later will not be considered.

Checked baggage will be delivered to the passenger in case of damage to the baggage, his must be brought to the attention of the Company in writing at the time of delivery, by filling in the damaged/lost baggage form. Damaged baggage will be considered on an individual basis depending on the extent of the damage. Scratches or opened zips will not be considered. Any liability or compensation for damages baggage will not exceed \$100 per bag. The company has no responsibility whatsoever for any cash. Credit card, jewelry, cameras, computers or other valuables contained in checked baggage.

# 5.0 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.

Children below 7 days old are not allowed to travel by air at SEVEN FOUR EIGHT AIR SERVICES (K) LIMITED. Children between 8 days old and 5 years old must be accompanied by their guardian or parent during air travel with SEVEN FOUR EIGHT AIR SERVICES (K) LIMITED. Unaccompanied minors start from the age of 5 years old to 11 years old and must have the unaccompanied minor form filled in before travel. Any child between 12 years old and 17 years old can travel without an unaccompanied minor form. Guardian/Parent of unaccompanied minors will be required to fill in and submit the unaccompanied minor form while booking.

Expectant mothers below 28 weeks can travel on SEVEN FOUR EIGHT AIR SERVICES (K) LIMITED without a letter from the a doctor but it is upon the expectant mother to declare if she has any form of complication or multiple fetus. A lady who is 34 weeks and above should declare any form of complications as well as multiple fetus as well as provide a letter from a doctor confirming that she is fit to travel by air. Expectant mothers are not allowed to fly 7 days to the estimated date of delivery.

# 6.0 Refund

We will refund any unused portion of a ticket if we cancel a flight and do not provide an alternative and there is a delay of more than 8 hours or due to the death of a passenger. If no portion of the ticket has been used, an amount equal to the fare paid minus any transaction fees



that apply. For all refunds contact our customer care on <u>customerdesk@748airservices.com</u> and fill and submit the Refund Form.

<u>NOTE</u>: This only applies for tickets purchased on Booking Seven Four Eight.com Request Refund due to Death of a Passenger

In case of the death of a passenger complete the refund form attaching the death certificate. Please note:

- We only offer full refund for the deceased passenger only.
- In case of medical reasons- you will receive an open ticket NO REFUND
- NO REFUND for family members who were going to accompany the deceased prior to the
- Travel or were with him when the passenger died the amendment fee will however be waived

### 6.1 Refund Processing Times

SEVEN FOUR EIGHT AIR SERVICES (K) LIMITED will issue refunds for eligible tickets within 14 business day, but please note that this does not include your own bank processing time. All Refund Requests are subject to the rules of ticketed fare, and fees or penalties may apply to your Refund. Your itinerary will be CANCELLED at the time the refund is initiated.

SEVEN FOUR EIGHT AIR SERVICES (K) LIMITED is not able to refund tickets purchased through travel agencies or any other third parties. Please contact your travel agency to request a refund.

### 7.0 General Terms and Conditions

The following terms and conditions which are subject to change without notice apply to the aviation flight and aircraft services offered by and rates issued by SEVEN FOUR EIGHT AIR SERVICES (K) LIMITED. It is a condition of making a reservation with the company that these terms and conditions are accepted in full.

Kenyan Law: It is a condition of utilizing any of the services offered by the company that the client agrees that these terms and conditions constitute a contract under Kenyan Law and the client agrees irrevocably to the exclusive jurisdiction of the Kenyan Courts and that in the event of any dispute or action of any kind that dispute or action shall be heard under Kenyan Law in the Kenyan Courts.

The liability of SEVEN FOUR EIGHT AIR SERVICES (K) LIMITED in respect of carriage of passengers here under is subject to the rules and limitations relating to liability established by the Warsaw Convention as applied in Kenya, and by the terms and conditions stated hereunder.

In this contract: "ticket" means a passenger ticket and baggage check, or in the case of an electronic ticket the itinerary/receipt if applicable, of which these conditions 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; "electronic ticket or e-ticket" means the itinerary/receipt issued by or on behalf of the carrier and if applicable, a boarding document; "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;

No passenger shall be allowed to board the aircraft without having been issued a valid ticket.



SEVEN FOUR EIGHT AIR SERVICES (K) LIMITED reserves the right to allocate seats to standby passengers if ticketed passengers have not checked in by 15 minutes prior to the scheduled departure time. In such circumstances, ticketed passengers who subsequently arrive will only be boarded if there are seats still available.

Freight will only be carried, at the sole discretion of the captain of the aircraft, if the payload of the aircraft and/or space permits and the aircraft will be landing at the freight destination airport/airstrip for commercial passengers. The company will be the sole arbiter if there is any dispute as to the acceptability of freight on safety, legal or moral grounds or where the company considers there are reasonable grounds or where the company considers there are reasonable grounds for not accepting the freight if it could be detrimental to the applicable prevailing rate.

The company undertakes to use its best efforts to carry passengers with reasonable dispatch. However, the times shown on tickets or time tables form no part of the contract between SEVEN FOUR EIGHT AIR SERVICES (K) LIMITED and the passenger and the company reserves the right to change departure times or carrier when so required for operational, weather or safety reasons.

The company is not responsible for any direct or consequential costs resulting from any delays to its services and particularly if a delay results in missing a connection to another carrier-domestic or international.

It is the sole responsibility of passengers on international flights to ensure that they have appropriate documentation, including but not limited to passports and visas required by any government authority. The company will have no liability whatsoever for direct or indirect costs related to a passenger of a SEVEN FOUR EIGHT AIR SERVICES (K) LIMITED flight missing a connection to a flight or another carrier.

The latest check-in time for all passengers is strictly 40 minutes before the flight departure time at all airports we operate in. The check-in counter opens two hours before the flight.

The company reserves the right to depart up to 15 minutes ahead of the scheduled departure time. The company has no responsibility for direct or indirect costs resulting from passengers missing their flight due to non-compliance, for whatever reason, with the above check-in times. The above check-in periods do not apply for passenger connecting off one SEVEN FOUR EIGHT AIR SERVICES (K) LIMITED flight directly into another SEVEN FOUR EIGHT AIR SERVICES (K) LIMITED.

If a SEVEN FOUR EIGHT AIR SERVICES (K) LIMITED flight is significantly delayed then the company will provide refreshments/meals appropriate to the time of day and length of delay. SEVEN FOUR EIGHT AIR SERVICES (K) LIMITED will not have responsibility for any other direct or indirect costs resulting from the delay.

At its sole discretion the company may impose a requirement for a minimum number of passengers to be booked to a particular destination before operating that particular flight.

Tickets issued for carriage on SEVEN FOUR EIGHT AIR SERVICES (K) LIMITED flights are strictly applicable to the carriage of the ticketed person and not transferable to another person unless this has been communicates and the name change done at the prevailing fee made.

To amend the date or time of travel a fee is incurred at the prevailing rate advised by the customer care team. The fee is incurred immediately the charge needs to be done i.e. when payment has already been made and the booking is already confirmed. Changes prior to payment will not be charged, unless there is a fare difference which the client will be advised on.



When a refund requires a bank transfer then the associated bank charges will be deducted from the refund.

All SEVEN FOUR EIGHT AIR SERVICES (K) LIMITED flights are non-smoking flights.

The company reserves the right to deny carriage to any person or offload him/her at any airport/airstrip if in their sole discretion it is considered that:

- Carrying the passenger might endanger the safety of the aircraft, crew or other passenger. The passenger is drunk or under the influence of alcohol or drugs, the passengers' mental or physical state is a danger or risk to the aircraft, crew or other passengers. The passenger has refused to comply with a personal or baggage security check.
- The passenger has refused to comply with instructions related to safety or security from the crew or other authorized persons.
- The passenger has used threatening or abusive words or gestures to any SEVEN FOUR EIGHT AIR SERVICES (K) LIMITED employees or other authorized persons
- The passenger has made any threat related to the safety of the aircraft.

Tickets are valid for 6 months, unless specified otherwise.

Infants under 2 years of age are carried free of charge provided they do not occupy a seat and provide proof of the child's age in the form of a birth certificate or passport. Children above 2 years of age are carried at the same rate as adults.

Private charters are available and if the scheduled services so not meet your route or timing requirements then a private charter may be the solution. Please do not hesitate to contact the company for a quotation to meet your needs.

Insurance cover is a condition of using the rates and services offered by the company that all clients (including individuals, companies and other legal entities) should have an insurance cover against all risks associated with travel in Africa and it is a requirement of using the services offered by the company that all clients (including individuals, companies and other legal entities) take out appropriate travel, medical and other insurance prior to departure of clients from their country of origin or home. A safari in the Maasai Mara entails an element of risk and neither the company not its officer or employees shall be liable in any way for any loss or damages, expenses or costs arising from any incident involving clients (including individuals, companies and other legal entities) that may occur whilst using any of the services provided by the company or third parties contracted by the company.

It is the responsibility of every client (including individuals, companies and other legal entities) to assess their own insurance requirements and to organize appropriate insurance. In the event of failure of any client (including individuals, companies and other legal entities) to comply with these insurance conditions and requirements or to organize appropriate insurance then neither the company nor its officers or employees or any third party contracted by the company shall be liable in any way for any loss or damages, expenses or costs arising from any incident.

Due to currency fluctuation and increases in costs and taxes beyond our control we reserve the right to increase rates without notice. All rates are subject to change.



# 8.0 Changes to Terms and Conditions

We reserve the right to change or update these Terms and Conditions from time to time without prior notice to you. The current version of the T&Cs will be displayed within the Website from the date on which any changes come into effect. Continued use of the Site following any changes to the Terms and Conditions shall constitute your acceptance of such changes.

### 9.0 Copyright, Trademark, Software on this Website

All information on this website is subject to Copyright Protection.