


**CONVENIENT
& EXCLUSIVE
AIR TRAVEL**
CARRIAGE CONDITIONS

Conditions of Carriage for Flitecare air Charters CC

1. Definitions

- 1.1 **"Aircraft"** means all and any Aircraft operated by the Carrier;
- 1.2 **"Baggage"** means the Passenger's personal articles accompanying the Passenger on Carriage under this Passenger Ticket;
- 1.3 **"Carriage"** means the carrying or transportation of Passengers and/or their Baggage by Carrier pursuant to this Passenger Ticket;
- 1.4 **"Carrier"** means FLITECARE AIR CHARTERS CC. The Carrier may be referred to hereinafter as "We", "Us", or "Our";
- 1.5 **"Convention"** means whichever of the following international instruments are applicable:
 - 1.5.1 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");
 - 1.5.2 The Warsaw Convention as amended at The Hague on 28 September 1955;
 - 1.5.3 The Warsaw Convention as amended at The Hague and by Additional Protocol No. 1 of Montreal (1975);
 - 1.5.4 The Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975);
 - 1.5.5 The Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975);
 - 1.5.6 The Unification of Certain Rules Relating to International Carriage by Air Performed by a Person other than the Contracting Carrier signed in Guadalajara on 18th September 1961 (hereinafter referred to as the "Guadalajara Convention"); and/or
 - 1.5.7 The Convention for the Unification of Certain Rules for International Carriage by Air signed at Montreal on 28th May 1999 (hereinafter referred to as the "Montreal Convention"); Collectively hereinafter referred to as the "Conventions";
- 1.6 **"Damage"** includes death, wounding, or bodily injury to a Passenger, and/or loss, partial loss, theft or other damage to a Passenger's Baggage and personal articles, arising out of or in connection with Carriage or other services incidental thereto performed by the Carrier;
- 1.7 **"Domestic Carriage"** means an air service excluding an international air service as defined in 1.8 below;
- 1.8 **"International Carriage"** means any Carriage in which, according to the agreement between the parties, the place of departure and place of destination, whether or not there be a break in the Carriage, are situated either within the territories of two States' parties (as contemplated in the Conventions referred to in 1.5 above) or within the territory of a single State party if there is an agreed stopping place within the territory of another State, even if that State is not a State party. Carriage between two points within the territory of a single State party without an agreed stopping place within the territory of another State, will not be deemed to be International Carriage.
- 1.9 **"Passenger"** means any person carried or to be carried in an Aircraft by the Carrier pursuant to a Passenger Ticket. (Also referred to hereinafter as "You", "Your" and "Yourself");
- 1.10 **"Passenger Ticket"** means the document entitled "Passenger Ticket" including the reverse side thereof, and any additional notices issued by Us or on Our behalf, relating to the Passenger's Carriage.

2. International Carriage

International Carriage will be subject to the articles of Carriage as set out in the applicable Conventions, including the Warsaw Convention, as amended at The Hague; the Montreal Convention and the Guadalajara Convention.

3. Domestic Carriage

- 3.1 In the event that the Carrier shall become legally liable to pay compensatory damages (including all and any legal and incidental costs) in respect of accidental bodily injury (fatal or otherwise) to a Passenger whilst entering, on board or alighting from an Aircraft, the Carrier does hereby limit its liability to ZAR 1,000,000.00 (One million South African Rands. The Passenger by accepting this Passenger Ticket does hereby accept such limitation of the Carrier's liability in the event of accidental bodily injury (fatal or otherwise) to the Passenger whilst entering, on board or alighting from an Aircraft.

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- 3.2 Without in anyway derogating from the aforesaid limitations of liability the Carrier shall not be liable for:
- 3.2.1 Any indirect or consequential damages of whatsoever nature and howsoever caused; or
 - 3.2.2 Loss of or damage to the Passenger's Baggage of whatsoever nature and howsoever caused;
- 3.3 The Passenger by accepting this Passenger Ticket does hereby indemnify and hold harmless the Carrier from and against all claims for damages of whatsoever nature and howsoever caused arising from, in connection with, or related to the loss of or damage to the Passenger's Baggage.
- 3.4 The Passenger by accepting this Passenger Ticket does hereby indemnify and hold harmless the Carrier from and against all claims for damages of whatsoever nature and howsoever caused arising from, in connection with, or related to the injury and/or death of the Passenger.
- 3.5 Any right to damages shall be extinguished if an action is not brought within one (1) year of the date of arrival at destination, or the date on which the Aircraft was scheduled to arrive, or the date on which the Carriage stopped.
- 3.6 The law of South Africa shall apply to and govern all the rights and obligations of the Passenger and the Carrier hereunder. The South African courts shall have exclusive jurisdiction in any and all disputes arising from any and all Carriage provided by the Carrier.
- 4. All Carriages**
- 4.1 Passengers shall comply with all customs, travel, health and immigration requirements, of the countries or territories to be visited. The Carrier shall not be liable for any damage to the Passenger or their Baggage of whatsoever nature and howsoever caused arising from the Carrier's compliance with any laws or governmental regulations, or arising from the failure of the Passenger to comply with the same. The Passenger by accepting this Passenger Ticket does hereby indemnify and hold harmless the Carrier from and against all claims, payments, demands, actions, causes of action, losses and expenses which may be taken or made by any party, arising from the Carrier's compliance with any laws or governmental regulations, or arising from the failure of the Passenger to comply with the same.
5. Any exclusion or limitation of liability contained herein, or in any additional notices issued by Us or on Our behalf relating to the Passenger's Carriage, shall apply to and be for the benefit of agents, servants and representatives of the Carrier and any person whose Aircraft is used by the Carrier, its agents, servants and representatives.
6. Unless otherwise provided for in this Passenger Ticket, this Passenger Ticket is valid for Carriage for one year from date of issue.
7. Ticket, or on a notice issued by the Carrier. If no time is fixed by the Carrier, then Passenger must arrive for check in at least sixty (60) minutes prior to the departure time. Failure by the Passenger to comply with the aforesaid time provision will result in forfeiture of the full payment and the seat may be given to another person.
8. The Carrier undertakes to use its best efforts to carry the Passenger and their Baggage with reasonable dispatch. Times shown in time-tables or elsewhere are not guaranteed and form no part of this contract. At any time, and in the Carrier's sole discretion, the Carrier may substitute Aircraft and may alter or omit stopping places shown on the Passenger Ticket. Schedules are subject to change without notice.
9. The Passenger acknowledges the authority of the Carrier's commander or his or her authorised deputy of the Aircraft and undertakes to obey his lawful commands under all circumstances from the commencement, and for the duration, of the journey.
10. No agent, servant or representative of the Carrier has the authority to alter, modify or waive any provision of this contract.
11. When a passenger boards a Flitecare Air Charters aircraft, the passenger or in case of a minor, the guardian, acknowledge that he or she is fully acquainted and accepts the conditions within the contents and consequences hereof and declare and represent that no promise, inducement or agreement not herein expressed has been made and that the Passenger Ticket, as defined, constitutes the entire agreement between the parties.