Governors' Aviation Ltd

KENYA

Flight Terms and Conditions – valid with effect from 01st January 2021

1. 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 Governors Aviation Ltd ("the Company"). It is a condition of making a reservation with the Company that these terms and conditions are accepted in full.

2. 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.

3. The liability of the Company in respect of carriage of passengers hereunder 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.

4. 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;

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

6. Checked baggage will be delivered to the passenger or their agent. In case of damage to the baggage this must be brought to the attention of the Company in writing at the time of delivery. In the event of damaged or lost baggage the liability of the Company shall be limited to the Kenya shilling equivalent of US$10 per kilogram. The Company has no responsibility whatsoever for any cash, credit cards, jewelry, cameras, computers or other valuables contained in checked baggage.

7. The total baggage allowance for each passenger, inclusive of hand baggage and cameras, is 15kgs in soft bags. 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.

8. 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 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 for not accepting the freight if it could be detrimental to the condition of the aircraft e.g. wet fish. Freight will be weighed and charged at the applicable prevailing rate per kg. It is the responsibility of the owner to insure any freight and the Company's liability is limited to the Kenya shilling equivalent of US$10 per kg in the event of any damage or loss.

9. During Check In all passengers will be required to prove their identity by passport or other identity document containing a photograph

10. The Company undertakes to use its best efforts to carry passengers and baggage with reasonable dispatch. However the times shown on tickets or timetables form no part of the contract between Governors Aviation Ltd and the passenger and the Company reserves the right to change departure times or carrier when so required for operational, weather or safety reasons.

11. The Company is not responsible for any direct or consequential costs resulting from any delays to its services

12. It is the sole responsibility of passengers on international flights to ensure that they have the appropriate documentation, including, but not limited to, passports and visas required by any Government authority. The Company will have no liability whatsoever for any direct or indirect costs if a passenger is unable to board a flight because he/she does not have the correct documentation.

13. The Company only guarantees a connection to another flight when that flight is also being operated by the Company. The Company accepts no responsibility whatsoever for direct or indirect costs related to a passenger off a Governors Aviation Ltd flight missing a connection to a flight on another carrier.

14. The Check-in time for all passengers is 60 minutes before flight time at Nairobi (Wilson Airport) and 30 minutes elsewhere. The Company reserves the right to depart up to 15 minutes ahead of the scheduled departure time if passengers are not present at the place of departure by that time. The Company has no responsibility for direct or indirect costs resulting from passengers missing a flight due to non-compliance, for whatever reason, with the above Check-in times. The above Check-in periods do not apply for passengers connecting off one Governors' Aviation Ltd Ltd flight directly onto another Governors' AviationLtd Ltd, flight and connections are guaranteed.

    If a flight is significantly operated by the Company is delayed then the Company will provide refreshments/meals appropriate to the time of day and length of delay. If exceptional circumstances so dictate that a flight cannot be completed during one day for safety or operational reasons then the Company will provide overnight accommodation in a hotel of its choice and meals at the Company's reasonable cost but will not have responsibility for any other direct or indirect costs resulting from the delay.

15. Flight departure times and routings are indicated on the officially released Governors Aviation flight timetable and routings document

16. 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.

17. Payment Terms: Payment terms for flights are as per the client's payment terms on other services provided by the Company

18. Tickets issued for carriage on flights operated by the Company are strictly applicable to the carriage of the ticketed person and are not transferable to another person unless, in exceptional circumstances, the senior management of the Company, have so agreed in writing or by email.

19. Once issued, tickets are nonrefundable and nontransferable. However, if a booking is cancelled more than 14 days before the time of the flight departure then the ticket price will be held in credit less an administrative fee of $30 per passenger. However if the booking is for travel in the Christmas & New Year period (20 December to 05 January) or over Easter period (the Thursday before Good Friday to the following Tuesday) then a 21 day prior notice period will apply.

20. If a booking is cancelled within 14 days of the flight departure then the passengers will be considered as 'No-Shows' and no credit will be given. An exception to the nil refund policy is when the 'No-Show' is the result of exceptional or humanitarian circumstances that can be

supported in writing. Under such circumstances, the ticket price will be refunded in full less an administrative fee of $30 per passenger.

21. If it is necessary to amend the date or time of travel then there is no charge if this is done more than 96 hours before the time of flight but within the 96 hours an administrative fee of $50 per passenger will be charged.

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

23. The Company only accepts the carriage of persons under the age of 11 years if they are accompanied by an adult.

24. All flights operated by the Company are non-smoking flights.

25. 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 passengers.
    - The passenger is drunk or under the influence of alcohol or drugs
    - The passenger's 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 Musiara Ltd employee or other authorized person
    - The passenger has made any threat related to the safety of the aircraft.

26. No agent, servant or representative of the Company, has the authority to alter, modify or waive any of these Conditions of Carriage.

27. REFUNDS/CREDIT NOTES: Passenger(s) unable to travel for health reasons refunds in this case will be considered on an individual basis however a handling fee of USD 30 per ticket is payable. In all cases refunds will be paid within 75 days from the date of cancellation.

28. Tickets are not transferable. Penalties are payable IN CASH before the date of travel. Tickets are valid for six months.

29. Freight Excess Baggage: This will be charged at the prevailing freight rates at the time.

30. Currency: All Fares are quoted in United States Dollars ("USD") and are subject to availability. USD fares may be converted to the Kenya Shilling equivalent using the Bank rate of exchange prevailing at the time of purchase of tickets. Rates are subject to change without notice.

31. INFANTS CHILDREN: Infants under 2 years of age are carried free provided they do not occupy a seat. Children under 12 years of age are carried at 70% of the adult fare.

32. PRIVATE CHARTERS: If the scheduled services do not meet your route or timings requirements then a private charter may be the solution. Please do not hesitate to contact any company office for a quotation to meet your needs.

33. INSURANCE: It is a condition of using the rates and services offered by the Company that all clients (including individuals, companies and other legal entities) have in place adequate 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 visit to Africa and particularly a safari entails an element of risk and neither the Company nor its officer or employees shall be liable in any way for any loss or damages expenses or costs arising from any incident involving clients (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 (individual, company or other legal entity) 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.

34. CHANGES TO RATES: The Company shall endeavor to maintain these rates and advise clients as soon as possible of any increases. However, due to currency fluctuations and increases in costs and taxes beyond our control we reserve the right to increase rates without notice. All rates are subject to change.

35. Seasons: The start date and end dates of the various seasons are shown on the face of the contract rate sheet. Clients are requested to check these carefully.

36. Alternates and options reserved: We reserve the right to make certain common sense changes to routes if loads or weather or other key factors dictate. For example, Flights to Nanyuki / Ol Pejeta (Komok Airstrip) serve either airstrip and not necessarily both. We reserve the right to drop clients for Ol Pejeta at Nanyuki and vice versa. Passengers booking a return flight from Nairobi to Nanyuki / Ol Pejeta (Komok Airstrip) may be routed via Masai Mara at the company's sole discretion. Similarly, for clients booked to fly Laikipia to Mara, we reserve the right to return them to Nairobi and put them on the Nairobi to Mara flight should loads dictate this.

37. The fare used will be the lowest available fare on a route so for example a return fare can be used if it is cheaper than two singles.

38. If load factors or other circumstances require it, we reserve the right to re-book passengers onto an equivalent airline or service. In order to add a stop a minimum of two passengers are required. An extra seat will be charged if one passenger is to be booked for an additional stop.

39. Due to the nature of safari flying this flight may not route directly as indicated in the ticket but stop via other scheduled destinations.