

Terms and Conditions of Carriage

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 DEFINITIONS

The terms "**we**", "**us**", "**our**", "**Company**", "**Carrier**" "**748 Air Services**", **748 Air Services (K) LTD**, **748 Air Services (K)** and **748 Air Services LTD** 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**" "**their**" 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 (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.

"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.

"Electronic ticket or e-ticket" means the itinerary/receipt issued by or on behalf of the carrier and if applicable, a boarding document

"Carriage" is equivalent to **"Transportation"**

"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;

"Website": means the www.748airservicesltd.com

2 BOOKING/RESERVATION

2.1 By 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:
 - a) The cancellation of your reservation or purchase,
 - b) Your forfeiture of any money paid for your reservation or purchase,
 - c) You being denied access to the applicable travel related product or service,
 - d) Our right to debit your account for any costs we incur as a result of such violation.
- You represent and warrant that:
 - (a) You are of sufficient age to use our services and website and can create binding legal obligations in connection with your use,
 - (b) 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,
 - (c) 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 Fares, Taxes and Charges

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. Your fare will be calculated in accordance with our Tariff in effect on the date of payment of your ticket for travel on the specific dates and itinerary shown on it. Should you change your itinerary or dates of travel, this will impact the fare to be paid.

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 in addition to 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 and

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.

2.3 Confirmation of your Booking

Once you have completed your booking, you will receive a confirmation email or text message with a booking number. This is an automatic contract of the service ordered. This confirmation email or text message will provide all the details of your booking. Next, we will check that your booking has been correctly entered in our booking system and that your payment can be correctly processed.

Your ticket will be issued when your payment is received.

2.4 Changes to flight schedules

The flight times shown in your booking confirmation may change between the date of booking and the date you actually travel. In case of re-timing of flight time schedule, if you provide us with contact information, we will endeavor to notify you of any such changes.

3 PRICES AND PAYMENTS

3.1 Prices

At the last step of the booking procedure, and prior to purchase, the total amount to be charged is shown.

The amount taken from your card or from your phone transaction (M-Pesa) may differ from the amount quoted as payable on our site, as it depends on any additional charges or fees your card issuer or phone transaction provider applied to process the transaction. We will not be liable for any fees relating to varying exchange rates and charges set by your bank as well as for any other additional fee for transactions in a foreign currency you

are charged by your card issuer, in case dollar is not the currency that your credit card issuer bills you in.

Once you click submit you agree with the price and purchase. You will then receive your booking confirmation e-mail.

You should note that the price indicated does not include the VAT.

3.2 Payment

Payment will only be received via our electronic booking system.

Payment can be effected by means of the following:

Visa Debit or Credit Card

MasterCard Debit or Credit Card

American Express

Airtel Money

Safaricom M-pesa

MTN

Or any other means listed on this Website

3.3 E-tickets

- 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 and then a separate e-ticket will follow.
- It is important that you receive both a booking confirmation and then an e-ticket for each booking. Since you may be required to produce your booking number and/or confirmation email to us as evidence of your booking, we recommend that you take both the booking confirmation and the e-ticket with you. 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.

- In addition, please check that the name on your passport or 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.

3.4 Baggage

Checked baggage is not included in the flight booking. We recommend you add bags online prior to your travel.

Any baggage that exceeds the recommended weight or dimensions as mentioned on the baggage page will be categorized as excess baggage and will be charged as stated. The carriage of excess baggage is at the sole discretion of the company after taking into consideration the aircraft being used and the number of passengers booked.

THE MAXIMUM WEIGHT IS 15KGS.

NB: Excess Luggage or luggage that exceeds the above mentioned dimensions and weight shall be charged by price listed below;

BAGGAGE (KGS)	CHARGES (KSH)
Cost when Baggage exceed Maximum allowed weight (15 kgs)	
Cost per extra bag	2000
Excess Baggage (per KG)	400 KES per kg.

4 SPECIAL ASSISTANCE

Acceptance for carriage of 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.

Expectant mothers between 28-35 weeks must provide a medical certificate or letter from an attendant/gynecologist clearing them for travel and will be required to sign an indemnity form.

5 COPYRIGHT, TRADEMARK, SOFTWARE ON THIS WEBSITE

All information on this website is subject to Copyright Protection.

6 GENERAL TERMS AND CONDITIONS

Flight 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.
- Laws of Kenya: 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 the Laws of Kenya 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 Laws of Kenya 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.
- 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. However, if they miss a seat, there will be no refund of the tickets.
- 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 lost baggage, the liability of Seven Four Eight Air Services (K) Limited shall be limited to the Kenyan Shilling equivalent of US \$10 per kilogram. 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 damaged baggage will not exceed \$100 per bag. The Company has no responsibility whatsoever for any cash, credit cards, jewelry, cameras, computers or other valuables contained in checked baggage.
- The total baggage allowance for each passenger (excluding infants who are not allowed any baggage), inclusive of hand baggage and cameras, is 15 kgs 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.
- If a passenger anticipates to have excess baggage, it is recommended that they book a freight seat at a child's rate which permits confirmed carriage of an extra 75kgs.

- 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 (\$4) 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 loss. Seven Four Eight Air Services (K) Limited will not be held responsible for any damage to freight.
- During Check In all passengers will be required to prove their identity by passport, National ID or any other valid identity document.
- 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 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 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.
- 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 of a Seven Four Eight Air Services (K) Limited flight missing a connection to a flight on another carrier.
- The latest Check-in time for all passengers is strictly 60 minutes before flight time at *Nairobi (Wilson Airport)* and 30 minutes elsewhere. **However, due to COVID-19 which has led to the imposing of new clearance procedures, the check-in time is 75 minutes before ETD 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.
- 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. If exceptional circumstances so dictate that a flight cannot be completed during one day for safety or operational reasons then the Company will provide over-night 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.

- Tickets issued for carriage on Seven Four Eight Air Services (K) Limited flights 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 Seven Four Eight Air Services (K) Limited have so agreed in writing or by email.
- Once issued, tickets are non-refundable and non-transferable, unless the booking is cancelled more than 60 days before the time of the flight departure then the ticket price will be refunded less an administrative fee of Kenyan Equivalent of \$75 per passenger.
- If payment was made by credit card, the refund will be less the 5% commission paid to the credit card company.
- If a booking is cancelled within 60 days of the flight departure then the passengers will be considered as 'No-Shows' and no refund will be made.
- An exception to the nil refund policy is when the 'No-Show' is the result of exceptional (either medical or death of the ticketed person) or humanitarian circumstances that can be supported in writing. Under such circumstances, any request for a refund would be considered on an individual basis, but not guaranteed. Any refunds approved would be subject to administrative charges.
- 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 96 - 18 hours of a flight, an amendment fee of \$50 per passenger will be charged. Amendments are not permitted within 18 hours of a flight and will be considered 'No-shows'.
- If it is necessary to reroute, then there is no charge if this is done more than 96 hours before the time of flight but within 96 - 18 hours of a flight, an amendment fee of \$50 per passenger will be charged. If it is within 18-6 hours of a flight then an administrative fee of \$75 will be charged. Amendments are not permitted within 6 hours of a flight and will be considered 'No-shows'.
- 'No-show' or unused tickets cannot be re-validated for travel at a later date.
- When a refund requires a bank transfer then the associated bank charges will be deducted from the refund.
- The Company only accepts the carriage of persons under the age of 12 years if they are accompanied by an adult.
- 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:
 1. 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.
2. The passenger has refused to comply with instructions related to safety or security from the crew or other authorized persons.
 3. The passenger has used threatening or abusive words or gestures to any Seven Four Eight Air Services employee or other authorized person
 4. The passenger has made any threat related to the safety of the aircraft.
 5. No agent, employee or representative of the Company, has the authority to alter, modify or waive any of these Conditions of Carriage.
- **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.
- **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.
- **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.

7 REFUND

You may be eligible for a refund on unused or partially Unused Seven Four Eight Air Services (K) Limited tickets, depending on the type of ticket you purchased:

www.748airservicesltd.com

Once issued, tickets are non-refundable and non-transferable, unless the booking is cancelled more than 60 days before the time of the flight departure then the ticket price will be refunded less an administrative fee of Kenyan Equivalent of \$75 per passenger.

If payment was made by credit card, the refund will be less the 5% commission paid to the credit card company.

If a booking is cancelled within 60 days of the flight departure then the passengers will be considered as 'No-Shows' and no refund will be made.

An exception to the nil refund policy is when the 'No-Show' is the result of exceptional (either medical or death of the passenger whose name and details are on the ticket) or humanitarian circumstances that can be supported in writing. Under such circumstances, any request for a refund would be considered on an individual basis, but not guaranteed. Any refunds approved would be subject to administrative charges.

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 96 - 18 hours of a flight, an amendment fee of \$50 per passenger will be charged. Amendments are not permitted within 18 hours of a flight and will be considered 'No-shows'.

'No-show' or unused tickets cannot be re-validated for travel at a later date.

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

7.1 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, most of which will normally be shown separately on the Ticket.

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.

NOTE: Seven Four Eight Air Services (K) Limited is not able to Refund Tickets purchased through travel agencies. Please contact your travel agency to request a Refund.

8 CHANGES TO TERMS AND CONDITIONS

Whilst Seven Four Eight Air Services (K) Limited has made every effort to ensure the information on this website is accurate and updated regularly, the use of any services or content is subject to availability or subject to price changes prior to confirmation of the services. Information is updated frequently but we cannot guarantee services are available as indicated or at the prices shown. However, the correct details and rates will be provided before you confirm and accept your reservation.

Any personal details collected, submitted or otherwise obtained during the use of the site will not be disclosed to any third parties, companies or partners, except when your inquiry is related to www.748airservicesltd.com

accommodation or tours or safaris, whereby details will need to be distributed to our trusted partners involved in providing the service.

Seven Four Eight Air Services (K) Limited does not take any responsibility for any computer related problems, mishaps, or virus infections that may occur while surfing this website, nor is it warranted either implicitly or expressly that any content is safe in any manner for download. However, to the best of our knowledge, this site is virus free.

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.