

AIR TRANSFER CONDITIONS OF CARRIAGE

FOR NYASA EXPRESS LIMITED



GENERAL TERMS OF CARRIAGE

The following Terms of Carriage are designed to provide passengers and booking agents with details of the conditions applicable to travel with the Carrier, NYASA EXPRESS LIMITED (Hereinafter referred to as "NYASA" or "The Carrier"). As an operator of smaller category light aircraft, terms may seem more restrictive than passengers are accustomed to when flying with larger commercial airlines. It is important that passengers and clients fully understand and agree to these terms before confirming any services or flying with us. The right to amend, cancel or re-route any published service without notice is reserved by the Carrier. Published Operating schedules and fares should be confirmed with our reservations department at the time of booking and are subject to regulatory approvals. Passengers shall comply with all customs, travel, health, security, immigration and aviation authority requirements of the countries or territories to be visited and are advised to carry travel insurance to cover expenses incurred due to flight cancellations, changes or delays. Please note special conditions applicable to flight cancellations or suspension of services due to COVID-19 or travel restrictions imposed by local and foreign authorities.



AIRCRAFT ALLOCATION

Nyasa operate a variety of aircraft and at no time guarantee a specific aircraft type for any routing or reservation. Operational, Technical or Commercial considerations determine the aircraft allocated for a specific flight. No claims for compensation in the event of an equipment change shall be entertained.



AUTHORITY OF CREW

The Passenger acknowledges the authority of the Carrier's commander or his or her authorised deputy of aircraft and undertakes to obey his or her lawful commands under all circumstances from the commencement, and for the duration, of the journey.



BAGGAGE ALLOWANCES & CARGO

Passengers are permitted a maximum baggage allowance of 15 kilograms (33lbs) per person in soft bags only for. One small carry-on item, not exceeding 3kg/6.5lbs, is permitted and passengers are reminded that aircraft do not have stowage areas in the cabin so carry-on items need to be carried by the passenger. The maximum dimensions of the soft bags which can be accommodated are as follows: 25cm wide x 30cm high and 62cm long (10 x 12 x 24 inches). Please keep in mind that the baggage compartments on the light aircraft are only 25cm high, so the pilots must have the ability to manipulate the bag into the compartment.

A collapsible wheeled luggage frame/trolley (separate to the bag) is allowed, as long as basic dimensions are similar to that of the bag. The final decision on load is up to the pilot-in-command. Passengers are kindly requested to adhere to the luggage restriction in the interests of safety. Flights to or from the Nyika only allow 10 kilograms (22lbs) per person due to performance restrictions at high altitude. The carriage of Excess Baggage will be accepted at the sole discretion of the carrier after taking into consideration the aircraft limitations and the admissible maximum load for the routing. Excess Luggage accepted will be charged at a fee of US\$5 per kg per sector unless excess allowance is requested and paid at time of ticketing in which case a rate of US\$3 per kg will apply (Excess Baggage charges are subject to VAT on domestic sectors which is not included in this rate). Excess Luggage tariffs are subject to review without prior notice. The carrier cannot guarantee excess luggage will be accommodated on any specific flight and strongly recommend passengers contact us in advance should they wish to fly with additional baggage or cargo. Freight is carried strictly subject to aircraft capacity. The company does not accept any liability for any direct or consequential cost arising from any delays in the carriage, due to any reasons whatsoever. In the event of the freight being lost or damaged during carriage, the Company's liability is limited to a maximum of US\$7.50 per kg. Freight charges are calculated by routing and must be booked and quoted through Nyasa reservations office. Dangerous goods must be declared as per dangerous goods regulations.



CANCELLATION, RE-ROUTING AND FLIGHT DIVERSIONS

Nyasa endeavor to provide a reliable, efficient service however, should the aircraft for any reason become unserviceable; we will endeavor to provide a replacement service. Should this not occur, the Carrier shall not be liable for any subsequent costs. In the event of Nyasa Express being unable to offer a flight service due to travel restrictions imposed by relevant authorities, the carrier shall also not be responsible for any costs, nor required to offer alternative travel arrangements under any circumstances which are beyond our control. All passengers are required to ensure they have adequate travel insurance, which includes cancellation and personal accident cover. Flights may be changed or cancelled without prior notice. The Company is not responsible for any direct or consequential costs resulting from any cancellation or delays to its services. In the event of a cancellation or diversion of a flight due to bad weather or circumstances beyond our control or deemed to be in the interest of passenger safety, passengers will be refunded in full for the leg transfer sector only. The Carrier does not take responsibility for delays and missed connection with other transporters. Should any late changes to the flight booking be made, Nyasa shall make every effort to facilitate transport of passengers to the best of our ability, however, Nyasa Express shall not be held liable should we be unable to assist customers. At any time, and at the Carrier's sole discretion, the Carrier may substitute aircraft and may alter or omit stopping places shown on the Ticket or amend routings. Schedules and Fares are subject to change without notice.



CHECK-IN & BOARDING

Passengers must arrive for check-in by the time fixed by the Carrier on the Passenger Ticket, or on a notice issued by the Carrier. If no time is fixed by the Carrier, then the Passenger must arrive for check-in at least 45 minutes prior to scheduled departure. Failure by the Passenger to comply with the check-in time provision may be offloaded and forfeit the full value of their fare. The carrier reserves the right to re-allocate or resell seats of offloaded passengers, without compensation. Passengers who, in the sole opinion of the captain, boarding agent or crew, are intoxicated, aggressive or may pose a threat to the safe operation of the flight or safety, comfort and security of fellow passengers or crew, will be refused boarding and forfeit their ticket.



CHILDREN & INFANTS

Infants under 2 years of age, not occupying a seat of their own, are carried for free of charge. The Carrier's Child Fare Policy applies to children with ages between 3-12 years of age at the time of departure of the first flight segment and are charged at 75% of adult fares. Young passengers travelling on Child Fares must be booked on the same itinerary and in the same booking class as accompanying adults. Nyasa Express regret that, as flights do not operate with cabin attendants, unaccompanied minors are not accepted on any Nyasa services. Discounted Child and Infant Fares are subject to all taxes and fees applicable to adult passengers. Adult baggage allowances apply to all child and infant passengers.



CREDIT CARD PAYMENTS

Any passenger travelling on a flight where a credit card has been used for payment is required to present the card used at check-in, along with identification of the card holder. The card holder will be required to sign confirmation approving the use of their card for travel.



FARES AND TAXES

For ease of reference and compatibility with reservation systems, fares are quoted and advertised in US Dollars subject to availability in applicable class. In accordance with industry practices, fares and taxes are converted to the Malawi Kwacha equivalent using the prevailing IATA Rate of Exchange at the time of payment. International Airport departure taxes for departures from airports outside Malawi, national park fees or passenger expenses are NOT INCLUDED and must be settled by passengers with authorities at time of departure. Zambian Aviation Authority surcharge, not to be confused with Zambian Airport departure taxes, are however included in any fare to/ex Zambia. Nyasa are not responsible for any inaccuracies in departure tax information provided to passengers. Aviation relies on a number of variable operating costs, fuel being a good example, as well as unpredictable variations in regional currency rates of exchange. It is impossible to guarantee fares and stress that all prices are subject to change and the prevailing fare, and rates of exchange, at the time of ticketing will be applied. Nyasa will honor any fare once ticketed.



LIABILITY & DISCLAIMER

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 the failure of the Passenger to comply with the same. The Passenger by accepting a Passenger Ticket does indemnify and hold harmless the Carrier 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. 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 the maximum amount prescribed in the Article 22(1), (2) (a) and (b) and (3) of the Warsaw Convention amended by the Guadalajara Convention, as converted into Malawi Kwacha at published rates of exchange. Any exclusion or limitation of liability contained herein, or in any additional notices issued by Nyasa or on our behalf relating to the Passenger's Carriage, shall apply to and be for the benefit for agents, servants and representatives of the Carrier and any person whose Aircraft is used by the Carrier, its agents, and representatives. Claims for any event must be received in writing by the company within 7 days of its occurrence. In case of dispute the Malawi High Court shall be deemed the regulating authority. Any right to damages shall be extinguished if an action is

not brought within one (1) month 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. No agent, servant or representative of the Carrier has the authority to alter, modify or waive any provision of these Conditions. The conditions of carriage relating to the limits of liability of the carrier for death or personal injury and in respect of loss of or damage to baggage are subject to the provisions of Montreal Conventions 1999 and to prevailing Malawi Aviation regulations. Nyasa Express reserves the right to change the terms and conditions within reason at anytime. The law of The Republic of Malawi shall apply to and govern all the rights and obligations of the Passenger and the Carrier hereunder. Malawi courts shall have exclusive jurisdiction in any and all disputes arising from any all Carriage provided by the Carrier.



PASSENGER IDENTIFICATION

All passengers are required to provide a valid, photographic form of identification on check-in. Passport, national Identity or driver license are acceptable forms of identification. Tickets may be used by named passenger and are not transferrable.



PASSENGER WEIGHTS

As Nyasa aircraft are small, often into challenging, shorter airstrips, which require flexibility in seating arrangements.

On occasion, a group may be split and fly on different aircraft. The carrier does not guarantee to keep groups or families on the same aircraft. Safety is always our primary focus and operating weight is a vital consideration for planning purposes. While all passengers are required to advise the carrier their weights before tickets may be issued, passengers that are assumed to not safely and/or comfortably fit in one of the aircraft seats are required to contact the carrier directly and our Operations team will access weight and balance limitations for the route and determine if we can safely accommodate the passenger. Please note that additional surcharges may be applied depending on load factors and larger passengers will be afforded the option of paying for an additional seat at the lowest available fare to guarantee passage. Passengers weighing more than 100kg/220lbs could potentially impact the weight and balance of the aircraft. Failure to advise the Carrier in advance could result in larger passengers being offloaded to meet operating restrictions for the flight – Cancellation penalties may apply. Please note the carrier will make every effort to accommodate all passengers but we are required to meet safety requirements for operation of our services which must be our primary priority. The carrier reserves the right to weigh individual passengers, and all baggage at check-in on select routes and penalties may apply if weights provided at time of reservation do not correspond with actual passenger weights at check-in.



PAYMENT

Payments for services are accepted in Malawi Kwacha at the IATA Rate of Exchange on the date of payment or in US\$ by credit card, bank transfer or cash. Bank charges are for the passenger/agents account. Agents and Tour Operators with credit facilities are required to adhere to agreed terms. Payments must clear the carriers account within the prescribed credit period and interest will be charged on overdue accounts at the Malawi Bank base lending rate +5%. The carrier reserves the right to re-invoice overdue accounts at the prevailing IATA Rate of Exchange at time of payment. Should the account remain unpaid after the 7 Day notice period, the carrier reserves the right to refuse boarding to any passengers holding tickets booked through the default agent or operator. The carrier reserves the right to revoke any credit terms extended to agents who default on payment of their account. The maximum credit term is 7 days from Statement date.



PRIVATE CHARTER FLIGHTS

A 25% deposit is required to confirm all charter flights. Any charter flight reservations where a deposit has not been paid will be considered as a "Provisional Request" and may be cancelled without notice. Balance of payment is required at least 30 days before travel. Confirmed charter flights cancelled within 14+ Days of departure are subject to a 25% cancellation penalty. Cancellations received 2-14 Days prior to departure are subject to 50% penalty fee while cancellations within 2 days of travel are Non-Refundable. Changes to a charter flight may be requested and will be re-costed based on aircraft availability and operating costs,

including any additional positioning charges. A fixed fee of USD150 will apply per sector changed. Nyasa reserves the right to adjust charter costings in the event of any changes and any surcharge may also apply if additional passengers or cargo are added to a charter flight by the customer. Passengers booking private charters flights are entitled to exclusive use of the aircraft operating within passenger and cargo limitations applicable to a specific route. Positioning sectors are not available for use by the customer and customers are reminded that a charter applies only for the routing confirmed by Nyasa Express. The carrier may use any positioning sectors without any compensation to the customer.

Change in dates for the Grand Caravan for ticketed bookings will be charged at a cost of \$450



RESERVATIONS & TICKETING

Invoices will be raised at the time of ticketing and, unless passengers or agents have credit facilities with the Nyasa, full payment is required when tickets are issued. Agents with credit are reminded that terms apply from date of ticketing and not date of travel. Tickets must be issued in accordance with Ticketing Time Limits (TTL) applicable to a particular fare or class of travel summarized as follows:

Booking Class	Ticketing Time Limit
M E N D	Minimum 30 days before travel.
Other Classes	Ticket 12hrs from confirmation.

Reservations made within the time limits applicable to the class of travel must be issued within 12 HOURS of flight confirmation. Any reservation not paid in full at ticketing, or credit terms, may be cancelled without notice.

It is the responsibility of agents and/or passengers to ensure all flight details are correct as indicated on our reservation confirmation or e-tickets issued by Nyasa. Any errors or omissions must be brought to the attention of the ticketing agent before tickets are issued. Nyasa are under no obligation to guarantee departure of any services unless a booking has been ticketed, paid in full, passenger information correctly communicated and confirmed by Nyasa within the applicable time frames. No passenger may board flights without a ticket. Unless otherwise provided for in the Passenger Ticket, tickets are valid for Carriage for 30 Days from date of issue. Tickets are not transferable.



REFUNDS & RESERVATION CHANGES

The fare class applicable to a booking will determine if flights are eligible for refunds/changes. Cancellation and amendment policies may change from time to time and passengers should refer to their ticket for information applicable to their class and are summarized for all SEAT RATEs (E/M/X Class) as follows:

- No Changes permitted within 72 HOURS of travel.
- Changes 72+ Hours before travel at \$50 per change.
- Non-Refundable within 7 Days of travel.
- 50% Cancellation penalty 7-14 Days before travel.
- \$50 Cancellation penalty 14+ Days before travel.



SEAT RATE FLIGHT TIMES

Seat rate services are operated as per our published schedules and Nyasa undertakes to use its best efforts to carry passenger and their baggage with reasonable dispatch. Times shown in timetables or elsewhere are not guaranteed and form no part of any contract. Changes will be communicated and take into consideration onward connections as communicated by passenger at the time of reserving their flight with Nyasa. Nyasa cannot be responsible for passengers missed onward connections or travel arrangements and claims for compensation will not be considered. Passengers are kindly reminded of the importance of carrying adequate travel insurance and plan itineraries to allow ample connection time.



SMOKING

Smoking is not allowed on any Nyasa Express aircraft.



FUEL SURCHARGE

Prices are based on current fuel prices in Malawi. An increase in fuel will result in an upward price adjustment and Nyasa Express reserves the right to adjust the price without prior notice.



DANGER

To make your flight on Nyasa Express aircraft as safe as possible, please note that the following Dangerous Goods may not be carried on board under any circumstances.

- Compressed Gases
- Corrosives
- Explosives
- Flammable Liquids and Solids
- Radioactive Materials
- Oxidizing Materials
- Poisons and Infectious Substances
- Other Dangerous Articles



OUR OFFICES

Golden Peacock Mall
Second Floor, Room B-23
New City Centre, Lilongwe
Malawi



+265 998 93 27 14

+265 999 96 29 10



reservations@flynyasa.net

operations@flynyasa.net



www.flynyasa.net

