

Yellow Wings Air Services Ltd.

P.O. Box 4714, 00506 Lengai House,
Wilson Airport
NAIROBI, KENYA:

Tel: +254-20-6006313, 6001093, +254-713-467304

Fax: +254-20-6005725

info@yellowwings.com

www.yellowwings.com



Your PERSONAL Air Charter Company

General Terms and Conditions pertaining to the Charter Confirmation

The following general terms and conditions are part of the charter confirmation and remain valid in its entirety unless specifically agreed to in writing by Yellow Wings Air Services Ltd.

- I. The subject of this agreement is the transport of passengers and/or goods from the point of departure to the point of destination as stated in the confirmation. Yellow Wings Air Services Ltd. reserves the right to utilize any empty capacity the plane may have, including any positioning flights before, during, or after the period in which the aircraft is available to the customer, without any compensation to the customer.
- II. The confirmed price includes: aircraft costs including crew and fuel, air navigation and airport charges, catering, passenger insurance and passenger taxes. The price excludes: War risk insurance, de-icing, special catering wishes, costs for extending opening hours and/or any other special requirements (i.e. ground transportation arrangements, satellite data and voice charges) all of which will be invoiced separately at cost.
- III. Yellow Wings Air Services Ltd. will always do the utmost to comply with the given schedule, with the confirmed aircraft and routing. However, delays or disruptions may occur due to flight safety, technical reasons or other factors beyond the direct control of Yellow Wings Air Services Ltd. We reserve the right to postpone or redirect the flight or provide the customer with another aircraft, should any such occurrences arise and the booked aircraft becomes unavailable. Any costs arising from any such occurrences (including the cost of arranging an alternative aircraft) will be invoiced separately. If all costs (including any positioning costs of the booked aircraft back to home base, in case the above occurs en-route) are less than the amount agreed for the original flight schedule, Yellow Wings Air Services Ltd. shall credit the difference to the customer. Yellow Wings Air Services Ltd. shall not be liable for any financial or emotional damages to the customer, its passengers or any third party arising from any such delay or change.
- IV. The same applies if the customer wishes to change the given schedule. Yellow Wings Air Services Ltd. will do everything possible to comply with the customers requirements, provided applicable aviation regulations, air traffic control requirements and crew duty time restrictions can be maintained and if the changes do not conflict with other bookings.
- V. The captain of the aircraft remains exclusively in command of the aircraft and shall have complete discretion concerning all technical and safety matters, both around and in the aircraft and for all phases of the flight including take off, in flight and landing.

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- VI. The customer shall provide Yellow Wings Air Services Ltd. with a passenger list as soon as possible after booking but in any case prior to the departure. Yellow Wings Air Services Ltd. takes no responsibility with regard to visa requirements or the lack of required entry documents of its passengers or with regard to other customs or legal impediments to entry and exit for passengers. In case of additional surcharges, fees, fines or similar due to a non-compliance, the customer will be directly billed for any such costs.
- VII. Due to the requirement for advance payment, the customer shall complete payment 48 hours prior to the departure by bank transfer or any other secure method.
- VIII. Should a confirmed flight be cancelled, the schedule of applicable cancellation fees is:
 - After signed confirmation 20% of the total amount
 - 10 - 06 days prior to departure 50% of the total amount
 - 05 - 04 days prior to departure 60% of the total amount
 - 03 - 01 days prior to departure 80% of the total amount
 - *less than 24 hours prior to departure* 100% of the total amount.Additionally, Yellow Wings Air Services Ltd. reserves the right to charge for any costs directly incurred, including but not limited to; positioning flights, ground services, crew costs, permission fees and other costs directly related to flight preparation.
- IX. Passenger baggage weight and numbers are limited for flight safety reasons and varies between aircraft types. Yellow Wings Air Services Ltd. is not authorized to carry dangerous goods.
- X. Smoking and the transport of animals may be prohibited on some Yellow Wings Air Services Ltd. flights depending on the individual aircraft.
- XI. The customer shall not be entitled to offset the agreed price and payment obligation against any other potential claim the customer may have towards Yellow Wings Air Services Ltd.
- XII. Should an aircraft be chartered from another operator, the conditions of carriage of that operator apply together with the regulations of that operator's resident country as well as the regulations of the Warsaw Convention and the Montreal Convention of 28 May 1999, as applicable
- XIII. These general terms and conditions are exclusively governed by and constructed in accordance with the laws of Kenya (without reference to the conflict of law principles thereof.). Any disputes arising from or in connection with the present contract shall exclusively be submitted to the ordinary courts of Kenya.