

## **ABBREVIATIONS**

**"Airline"**, means Jubba Airways Limited operating as **"Jubba Airways"**.

**"Passenger"**, means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket being issued. (See also definition for "Passenger").

**"AGREED STOPPING PLACES"** means those places, except the place of departure and the place of destination, set out in the Ticket or shown in our timetables as scheduled stopping places on Passenger route.

**"AIRLINE DESIGNATOR CODE"** means the two characters or three letters which identify particular air carriers.

**"AUTHORISED AGENT"** means a passenger sales agent who has been appointed by us to represent us in the sale of air transportation on our services.

**"BAGGAGE"** means Passenger's personal property accompanying Passenger in connection with Passenger trip. Unless otherwise specified, it consists of both Passenger's Checked and Unchecked Baggage.

**"BAGGAGE CHECK"** means those portions of the Ticket which relate to the carriage of Passenger's Checked Baggage.

**"BAGGAGE IDENTIFICATION TAG"** means a document issued solely for identification of Checked Baggage.

**"CARRIER"** means an air carrier other than ourselves, whose airline designator code appears on Passenger's Ticket or on a Conjunction Ticket.

**"CHECKED BAGGAGE"** means Baggage of which Airline take custody and for which Airline have issued a Baggage Check.

**"CHECK-IN DEADLINE"** means the time limit specified by the airline by which Passenger must have completed check-in formalities and received Passenger's boarding pass, or if no time is indicated, not later than 2 hour before the published departure time.

**"CONDITIONS OF CONTRACT"** means those statements contained in or delivered with Passenger's Ticket or Itinerary/Receipt, identified as such and which incorporate, by reference, these Conditions of Carriage and notices

**"CONJUNCTION TICKET"** means a Ticket issued to Passenger with relation to another Ticket which together constitute a single contract of carriage.

**"CONVENTION"** means whichever of the following instruments are applicable:

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);

the Warsaw Convention as amended at The Hague on 28 September 1955;

the Warsaw Convention as amended by Additional Protocol No. 1 of Montreal (1975):

the Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975);

the Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975);

the Guadalajara Supplementary Convention (1961);

the Montreal Convention for the Unification of Certain Rules for International Carriage by Air signed at Montreal, 28 May 1999 (referred to as Montreal Convention 1999)

**"COUPON"** means either a paper Flight Coupon or Electronic Coupon, each of which entitles the named passenger to travel on the particular flight identified on it.

**"DAMAGE"** includes death, wounding, or bodily injury to a Passenger, loss, partial loss or theft of or other damage to Baggage, arising out of or in connection with carriage or other services incidental thereto performed by us.

**"DAYS"** mean calendar days, including all seven days of the week; provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted; and provided further that for purposes of determining duration of validity of a Ticket, the day upon which the Ticket is issued, or the flight commenced shall not be counted.

**"ELECTRONIC COUPON"** means an electronic flight coupon or other value document held in our reservation system.

**"ELECTRONIC TICKET"** means the Itinerary/Receipt issued by us or on our behalf, the Electronic Coupons and, if applicable, a boarding document.

**"FLIGHT COUPON"** means that portion of the Ticket that bears the notation "good for passage," or in the case of an Electronic Ticket, the Electronic Coupon, and indicates the particular places between which Passenger are entitled to be carried.

**"FORCE MAJEURE"** means unusual and unforeseeable circumstances beyond Passenger's control, the consequences of which could not have been avoided even if all due care had been exercised.

**"ITINERARY/RECEIPT"** means a document or documents Airline issue to Passengers travelling on Electronic Tickets that contains the Passenger's name, flight information and notices.

**"PASSENGER"** means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket being issued.

**"SPECIAL DRAWING RIGHTS"** are an international unit of account, defined by the International Monetary Fund, based upon the values of several leading currencies. The currency values of the Special Drawing Right fluctuate and are re-calculated each banking day. These values are known to most commercial bankers and are reported regularly in leading financial journals.

**"STOPOVER"** means a scheduled stop on Passenger's journey, at a point between the place of departure and the place of destination.

**"TARIFF"** means the published fares, charges and/or related Conditions of Carriage of an airline filed, where required, with the appropriate authorities.

**"TICKET"** means either the document entitled "Passenger Ticket and Baggage Check" or the Electronic Ticket, in each case issued by us or on our behalf, and includes the Conditions of Contract, notices and Coupons.

**"UNCHECKED BAGGAGE"** means any of Passenger's Baggage other than Checked Baggage.

## **Article 2: APPLICABILITY**

### **2.1 GENERAL**

Except as provided in Articles 2.2 and 2.4, our Conditions of Carriage apply to all flights, or flight segments, in respect of which Airline have a legal liability to Passenger

### **2.2 CHARTER OPERATIONS**

If carriage is performed pursuant to a charter agreement, these Conditions of Carriage apply only to the extent they are incorporated, by reference or otherwise, in the charter agreement or the Ticket.

### **2.3 CODESHARES**

On some services Airline may have arrangements with other carriers known as "Codeshares". This means that even if Passenger have a reservation with us and hold a ticket where our name or airline designator code is indicated as the carrier, another carrier may operate the aircraft. If such arrangements apply Airline will advise Passenger of the carrier operating the aircraft at the time Passenger makes a reservation.

### **2.4 OVERRIDING LAW**

These Conditions of Carriage are applicable unless they are inconsistent with our Tariffs or applicable law in which event such Tariffs or laws shall prevail.

## 2.5 CONDITIONS PREVAIL OVER REGULATIONS

Except as provided in these Conditions of Carriage, in the event of inconsistency between these Conditions of Carriage and any other regulations Airline may have, dealing with particular subjects, these Conditions of Carriage shall prevail

## Article 3: TICKETS

### 3.1 GENERAL PROVISIONS

3.1.1 Airline will provide carriage only to the Passenger named in the Ticket, and Passenger may be required to produce appropriate identification.

3.1.2 A Ticket is not transferable, except as required by any locally applicable laws.

3.1.3 Some Tickets are sold at discounted fares which may be partially or completely non-refundable. Passenger should choose the fare best suited to Passenger's needs. Passenger may also wish to ensure that Passenger have appropriate insurance to cover instances where Passenger have to cancel Passenger's Ticket.

3.1.4 If Passenger have a Ticket, as described in 3.1.3 above, which is completely unused, and Passenger are prevented from travelling due to Force Majeure, provided that Passenger promptly advise us and furnish evidence of such Force Majeure, Airline will provide Passenger with a credit of the non-refundable amount of the fare, for future travel on us, subject to deduction of a reasonable administration fee.

3.1.5 The Ticket is and remains at all times the property of the issuing carrier.

3.1.6 Except in the case of an Electronic Ticket, Passenger shall not be entitled to be carried on a flight unless Passenger presents a valid Ticket containing the Flight Coupon for that flight and all other unused Flight Coupons and the Passenger Coupon. In addition, Passenger shall not be entitled to be carried if the Ticket presented is mutilated or if it has been altered otherwise than by us or our Authorized Agent.

In the case of an Electronic Ticket, Passenger shall not be entitled to be carried on a flight unless Passenger provides positive identification and a valid Electronic Ticket has been duly issued in Passenger's name.

3.1.7(a) In case of loss or mutilation of a Ticket (or part of it) by Passenger or non-presentation of a Ticket containing the Passenger Coupon and all unused Flight Coupons, upon Passenger's request Airline will replace such Ticket (or part of it) by issuing a new Ticket, provided there is evidence, readily ascertainable at the time, that a Ticket valid for the flight(s) in question was duly issued and Passenger sign an agreement to reimburse us for any costs and losses, up to the value of the original ticket, which are necessarily and reasonably incurred by us or another carrier for misuse of the Ticket. Airline will not claim reimbursement from Passenger for any such losses which result from our own negligence. The issuing carrier may charge a reasonable administration fee for this service, unless the loss or mutilation was due to the negligence of the issuing carrier, or its agent.

3.1.7(b) Where such evidence is not available or Passenger do not sign such an agreement, the carrier issuing the new Ticket may require Passenger to pay up to the full Ticket price for a replacement Ticket, subject to refund if and when the original issuing carrier is satisfied that the lost or mutilated Ticket has not been used before the expiry of its validity. If, upon finding the original Ticket before the expiry of its validity, Passenger surrenders it to the carrier issuing the new Ticket, the foregoing refund will be processed at that time.

3.1.8 A ticket is valuable and Passenger should take appropriate measures to safeguard it and ensure it is not lost or stolen.

## 3.2 PERIOD OF VALIDITY

3.2.1 Except as otherwise provided in the Ticket, these Conditions, or in applicable Tariffs (which may limit the validity of a ticket, in which case the limitation will be shown on the Ticket) a Ticket is valid for: one year from the date of issue; or subject to the first travel occurring within one year from the date of issue, one year from the date of first travel under the Ticket.

3.2.2 When Passenger are prevented from travelling within the period of validity of the Ticket because at the time Passenger request reservations Airline are unable to confirm a reservation, the validity of such Ticket will be extended until Airline are able to confirm a reservation, or Passenger may be entitled to a refund in accordance with Article 10.

3.2.3 If after having commenced Passenger's journey, Passenger are prevented from travelling within the period of validity of the Ticket by reason of illness, Airline may extend the period of validity of Passenger's Ticket until the date when Passenger become fit to travel or until our first flight after such date, from the point where the journey is resumed on which space is available in the class of service for which the fare has been paid. Such illness must be attested to by a medical certificate. When the flight coupons remaining in the Ticket, or in the case of an Electronic Ticket, the electronic coupon, involve one or more Stopovers, the validity of such Ticket may be extended for not more than three months from the date shown on such certificate. In such circumstances, Airline will similarly extend the period of validity of Tickets of other members of Passenger's immediate family accompanying Passenger.

3.2.4 In the event of death of a Passenger in the course of a contract of carriage, the Tickets of persons accompanying the Passenger may be modified by waiving the minimum stay or extending the validity. In the event of a death in the immediate family of a Passenger who has commenced travel, the validity of the Passenger's Tickets and those of his or her immediate family who are accompanying the Passenger may likewise be modified.

Any such modification shall be made upon receipt of a valid death certificate and any such extension of validity shall not be for a period longer than forty-five (45) Days from the date of the death.

### 3.3 COUPON SEQUENCE AND USE

3.3.1 The Ticket Passenger has purchased is valid only for the transportation as shown on the Ticket, from the place of departure via any agreed Stopping Places to the final destination. The fare Passenger has paid is based upon our Tariff and is for the transportation as shown on the Ticket. It forms an essential part of our contract with Passenger. The Ticket will not be honored and will lose its validity if all the Coupons are not used in the sequence provided in the Ticket.

3.3.2 Should Passenger wish to change any aspect of Passenger's transportation Passenger must contact us in advance. The fare for Passenger's new transportation will be calculated and Passenger will be given the option of accepting the new price or maintaining Passenger's original transportation as ticketed. Should Passenger be required to change any aspect of Passenger's transportation due to Force Majeure, Passenger must contact us as soon as practicable and Airline will use reasonable efforts to transport Passenger to Passenger's next Stopover or final destination, without recalculation of the fare.

3.3.3 Should Passenger change Passenger's transportation without our agreement, Airline will assess the correct price for Passenger's actual travel. Passenger will have to pay any difference between the price Passenger have paid and the total price applicable for Passenger's revised transportation. Airline will refund Passenger the difference if the new price is lower but otherwise, Passenger's unused Coupons have no value.

3.3.4 Please be aware that while some types of changes will not result in a change of fare, others, such as changing the place of departure (for example, if Passenger do not fly the first segment) or reversing the direction Passenger travel, can result in an increase in price. Many special fares are valid only on the dates and for the flights shown on the Ticket and may not be changed at all, or only upon payment of an additional fee.

3.3.5 Each Flight Coupon contained in Passenger's Ticket will be accepted for carriage in the class of service on the date and flight for which space has been reserved. When a Ticket is originally issued without a reservation being specified, space may be later reserved subject to our Tariff and the availability of space on the flight requested.

3.3.6 Please be advised that in the event Passenger do not show up for any flight without advising us in advance, Airline may cancel Passenger's return or onward reservations. However, if Passenger do advise us in advance, Airline will not cancel Passenger's subsequent flight reservations.

#### 3.4 NAME AND ADDRESS OF CARRIER

**Our name may be abbreviated to our Airline Designator Code, or otherwise, in the Ticket. Our address is P O Box 10718-00100, Nairobi, Republic of Kenya.**

### Article 4. FARES

#### 4.1 FARES

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. Passenger's fare will be calculated in accordance with our Tariff in effect on the date of payment of Passenger's ticket for travel on the specific dates and itinerary shown on it. Should Passenger Change Passenger's itinerary or dates of travel, this may change the fare to be paid.

#### 4.2 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 Passenger. At the time Passenger purchase Passenger's Ticket, Passenger 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, Passenger will be obliged to pay it. Likewise, if a new tax, fee or charge is imposed even after Ticket issuance, Passenger will be obliged to pay it. Similarly, in the event any taxes, fees or charges which Passenger have paid to us at the time of Ticket issuance are abolished or reduced such that they no longer apply to Passenger, or a lesser amount is due, Passenger will be entitled to claim a refund.

#### **4.3 CURRENCY**

Fares, taxes, fees and charges are payable in the currency of the country in which the Ticket is issued, unless another currency is indicated by us or our authorized Agent at or before the time payment is made (for example, because of the non-convertibility of the local currency). Airline may at our discretion, accept payment in another currency.

### **Article 5: RESERVATIONS**

#### **5.1 RESERVATION REQUIREMENTS**

5.1.1 Airline or our Authorized Agent will record Passenger's reservation(s). Upon request Airline will provide Passenger with written confirmation of Passenger's reservation(s).

5.1.2 Certain fares have conditions which limit or exclude Passenger's right to change or cancel reservations.

#### **5.2 TICKETING TIME LIMITS**

If Passenger have not paid for the Ticket prior to the specified ticketing time limit, as advised by us or our authorized Agent, Airline may cancel Passenger's reservation.

### 5.3 PERSONAL DATA

Passenger recognize that personal data has been given to us for the purposes of: making a reservation, purchasing a Ticket, obtaining ancillary services, developing and providing services, facilitating immigration and entry procedures, and making available such data to government agencies, in connection with Passenger's travel. For these purposes, Passenger authorize us to retain and use such data and to transmit it to our own offices, authorized Agents, government agencies, other Carriers or the providers of the above-mentioned services.

### 5.4 SEATING

Airline will endeavor to honor advance seating requests. However, Airline cannot guarantee any particular seat. Airline reserve the right to assign or reassign seats at any time, even after boarding of the aircraft. This may be necessary for operational, safety or security reasons.

### 5.5 RECONFIRMATION OF RESERVATIONS

5.5.1 Onward or return reservations may be subject to the requirement to reconfirm the reservations within specified time limits. Airline will advise Passenger when Airline require reconfirmation, and how and where it should be done. If it is required and Passenger fail to reconfirm, Airline may cancel Passenger's onward or return reservations. However, if Passenger advise us Passenger still wish to travel, and there is space on the flight, Airline will reinstate Passenger's reservations and transport Passenger. If there is no space on the flight Airline will use reasonable efforts to transport Passenger to Passenger's next or final destination.

5.5.2 Passenger should check the reconfirmation requirements of any other Carriers involved in Passenger's journey with them. Where it is required, Passenger must reconfirm with the Carrier whose code appears for the flight in question on the Ticket.

**Article 6: CHECK-IN AND BOARDING**

6.1 Check-in deadlines are different at every airport and Airline recommends that Passengers are informed about these Check-in deadlines. Passenger's journey will be smoother if Passengers allowed ample time to comply with the Check-in Deadlines. Airline reserve the right to cancel Passenger's reservation if Passenger do not comply with the Check-in deadlines indicated. Airline or our Authorized agents will advise Passenger of the Check-in deadline for Passenger's first flight on us. For any subsequent flights in Passenger's journey, Passenger should find the Check-in deadlines. Check-in Deadlines for our flights may be obtained from us or our authorized Agents. If no time is indicated, Check-in deadline is 1 hour before the published departure time.

6.2 Passenger must be present at the boarding gate not later than the time specified by us when Passenger check in.

6.3 Airline may cancel the space reserved for Passenger if Passenger fail to arrive at the boarding gate in time.

6.4 Airline will not be liable to Passenger for any loss or expense incurred due to Passenger's failure to comply with the provisions of this Article.

**Article 7: REFUSAL AND LIMITATION OF CARRIAGE****7.1 RIGHT TO REFUSE CARRIAGE**

In the reasonable exercise of our discretion, Airline may refuse to carry Passenger or Passenger's Baggage if Airline have notified Passenger in writing that Airline would not at any time after the date of such notice carry Passenger on our flights. In this circumstance Passenger will be entitled to a refund. Airline may also refuse to carry Passenger or Passenger's Baggage if one or more of the following have occurred or Airline reasonably believe may occur:

7.1.1 Such action is necessary in order to comply with any applicable government laws, regulations, or orders;

7.1.2 the carriage of Passenger or Passenger's Baggage may endanger or affect the safety, health, or materially affect the comfort of other passengers or crew;

7.1.3 Passenger's mental or physical state, including Passenger's impairment from alcohol or drugs, presents a hazard or risk to self, and to passengers, to crew, or to property;

7.1.4 Passenger has refused to submit to a security check;

7.1.5 Passenger has not paid the applicable fare, taxes, fees or charges;

7.1.6 Passenger do not appear to have valid travel documents, may seek to enter a country through which Passenger may be in transit, or for which Passenger do not have valid travel documents, destroy Passenger's travel documents during flight or refuse to surrender Passenger's travel documents to the flight crew, against receipt, when so requested;

7.1.7 Passenger present a Ticket that has been acquired unlawfully, has been purchased from an entity other than us or our authorized Agent, or has been reported as being lost or stolen, is a counterfeit, or Passenger cannot prove that Passenger are the person named in the Ticket;

7.1.8 Passenger have failed to comply with the requirements set forth in Article 3.3 above concerning coupon sequence and use, or Passenger present a Ticket which has been issued or altered in any way, other than by us or our authorized Agent, or the Ticket is mutilated;

7.1.9 Passenger fail to observe our instructions with respect to safety or security;

7.1.10 Passenger have previously committed one of the acts or omissions referred to above.

## 7.2 CONSEQUENCES OF REFUSAL TO CARRY OR REMOVAL OF PASSENGER.

If Airline have, in the exercise of our reasonable discretion, refused to carry Passenger, or removed Passenger en route, for any of the reasons mentioned in Article 7.1, then Airline may cancel any remaining unused portion of the Ticket, Passenger will not be entitled to further carriage or to any refund with respect to any of the sectors covered by the Ticket and Airline will not be liable for any consequential loss or damage alleged due to any such refusal to carry or removal en route.

## 7.3 SPECIAL ASSISTANCE.

Acceptance for carriage of unaccompanied minors, incapacitated persons, pregnant women, and 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.

## **Article 8 : BAGGAGE**

### 8.1 FREE BAGGAGE ALLOWANCE.

Passenger may carry some Baggage, free of charge, subject to our conditions and limitations, which are available upon request from us or our authorized Agents.

### 8.2 EXCESS BAGGAGE.

Passenger will be required to pay a charge for carriage of Baggage in excess of the free Baggage allowance. These rates are available from us upon request.

### 8.3 ITEMS UNACCEPTABLE AS BAGGAGE

#### 8.3.1 Passenger must not include in Passenger's Baggage:

8.3.1.1 items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations, and in our regulations (further information is available from us on request);

8.3.1.2 Items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from or to;

8.3.1.3 Items which are reasonably considered by us to be unsuitable for carriage because they are dangerous or unsafe, or because of their height, size, shape or character, or because they are fragile or perishable having regard to, among other things, the type of aircraft being used. Information about unacceptable items is available upon request.

8.3.2 Firearms and ammunition other than for hunting and sporting purposes are prohibited from carriage as Baggage. Firearms and ammunition for hunting and sporting purposes may be accepted as Checked Baggage. Firearms must be unloaded with the safety catch on, and suitably packed.

8.3.4 Passenger must not include in Checked Baggage money, jewelry, precious metals, silverware, computers, personal electronic devices, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples.

8.3.5 If, despite being prohibited, any items referred to in 8.3.1, 8.3.2 and 8.3.4 are included in Passenger's Baggage, Airline shall not be responsible for any loss or damage to such items.

#### 8.4 RIGHT TO REFUSE CARRIAGE

8.4.1 Subject to paragraphs 8.3.2 and 8.3.3, Airline will refuse to carry as Baggage the items described in 8.3, and Airline may refuse further carriage of any such items upon discovery.

8.4.2 Airline may refuse to carry as Baggage any item reasonably considered by us to be unsuitable for carriage because of its size, shape, weight, content, character, or for safety or operational reasons, or the comfort of other passengers. Information about unacceptable items is available upon request.

8.4.3 Airline may refuse to accept Baggage for carriage unless it is in our reasonable opinion properly and securely packed in suitable containers. Information about packing and containers unacceptable to us is available upon request.

#### 8.5 RIGHT OF SEARCH

For reasons of safety and security Airline may request that Passenger permit a search and scan of Passenger's person and a search, scan or x-ray of Passenger's Baggage. If Passenger are not available, Passenger's Baggage may be searched in Passenger's absence for the purpose of determining whether Passenger are in possession of or whether Passenger's Baggage contains any item described in 8.3.1 or any firearms, ammunition or weapons, which have not been presented to us in accordance with 8.3.2 or 8.3.3.

If Passenger are unwilling to comply with such request Airline may refuse to carry Passenger and Passenger's Baggage. In the event a search or scan causes Damage to Passenger, or an x-ray or scan causes damage to Passenger's Baggage, Airline shall not be liable for such Damage unless due to our fault or negligence.

## 8.6 CHECKED BAGGAGE

8.6.1 Upon delivery to us of Passenger's Baggage which Passenger wish to check, Airline will take custody of, and issue a Baggage Identification Tag for, each piece of Passenger's Checked Baggage.

8.6.2 Checked Baggage must have Passenger's name or other personal identification affixed to it.

8.6.3 Checked Baggage will, whenever possible, be carried on the same aircraft as Passenger, unless Airline decide for safety, security or operational reasons to carry it on an alternative flight. If Passenger's Checked Baggage is carried on a subsequent flight Airline will deliver it to Passenger, unless applicable law requires Passenger to be present for customs clearance.

## 8.7 UNCHECKED BAGGAGE

8.7.1 Airline may specify maximum dimensions and/or weight for Baggage which Passenger carry on to the aircraft. If Airline have not done so, Baggage which Passenger carry onto the aircraft must fit under the seat in front of Passenger or in an enclosed storage compartment in the cabin of the aircraft. If Passenger's Baggage cannot be stored in this manner, or is of excessive weight, or is considered unsafe for any reason, it must be carried as Checked Baggage.

8.7.2 Objects not suitable for carriage in the cargo compartment (for example, without limitation, delicate musical instruments), and which do not meet the requirements in 8.7.1 above, will only be accepted for carriage in the cabin compartment if Passenger have given us notice in advance and permission has been granted by us. Passenger may be required to pay a separate charge for this service.

## 8.8 COLLECTION AND DELIVERY OF CHECKED BAGGAGE

8.8.1 Subject to Article 8.6.3, Passenger are required to collect Passenger's Checked Baggage as soon as it is made available at Passenger's destination or Stopover. Should Passenger not collect it within a reasonable time, Airline may charge Passenger a storage fee. Should Passenger's Checked Baggage not be claimed within three (3) months of the time it is made available, Airline may dispose of it without any liability to Passenger.

8.8.2 Only the bearer of the Baggage Check and Baggage Identification Tag is entitled to delivery of the Checked Baggage.

8.8.3 If a person claiming Checked Baggage is unable to produce the Baggage Check and identify the Baggage by means of a Baggage Identification Tag, Airline will deliver the Baggage to such person only on condition that he or she establishes to our satisfaction his or her right to the Baggage.

## 8.9 ANIMALS

Airline reserve the right, at our absolute discretion, to refuse to carry any animals (which, for the avoidance of doubt and without limitation, shall include birds). If Airline agrees to carry any animals they will be carried subject to the following conditions:

8.9.1 Passenger must ensure that the animal is properly crated or carried in a container complying with any applicable legal requirements and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit failing which, it will not be accepted for carriage. Such carriage may be subject to additional conditions specified by us, which are available on request.

8.9.2 If accepted as Baggage, the animal, together with its container and food, shall not be included in Passenger's free Baggage allowance, but shall constitute excess baggage, for which Passenger will be obliged to pay the applicable rate.

8.9.3 Guide dogs accompanying Passengers with disabilities will be carried free of charge in addition to the normal free baggage allowance, subject to conditions specified by us, which are available on request.

8.9.4 Where carriage is not subject to the liability rules of the Convention, Airline are not responsible for injury to or loss, sickness or death of an animal which Airline have agreed to carry unless Airline have been negligent.

8.9.5 Airline will have no liability in respect of any such animal not having all the necessary exit, entry, health and other documents with respect to the animal's entry into or passage through any country, state or territory and the person carrying the animal must reimburse us for any fines, costs, losses or liabilities reasonably imposed or incurred by us as a result.

#### 8.10 ITEMS REMOVED BY AIRPORT SECURITY PERSONNEL

Airline will not be responsible for, or have any liability in respect of, articles removed from Passenger's Baggage by airport security personnel acting in accordance with any applicable laws and regulations, whether or not such items are subsequently retained or destroyed by such airport security personnel or are passed by them to us.

## Article 9: SCHEDULES, DELAYS, CANCELLATION OF FLIGHTS

### 9.1 SCHEDULES

The flight times shown in timetables may change between the date of publication and the date Passenger actually travel. Airline does not guarantee them to Passenger and they do not form part of Passenger's contract with us.

Before Airline accept Passenger's booking, Airline will notify Passenger of the scheduled flight time in effect as of that time, and it will be shown on Passenger's Ticket. It is possible Airline may need to change the scheduled flight time subsequent to issuance of Passenger's Ticket. If Passenger provide us with contact information, Airline will endeavor to notify Passenger of any such changes.

If, after Passenger Purchase Passenger's Ticket, Airline make a significant change to the scheduled flight time, which is not acceptable to Passenger, and Airline are unable to book Passenger on an alternate flight which is acceptable to Passenger, Passenger will be entitled to a refund in accordance with Article 10.2.

## 9.2 CANCELLATION, REROUTING, DELAYS, ETC

9.2.1 Airline will take all necessary measures to avoid delay in carrying Passenger and Passenger's Baggage. In the exercise of these measures and in order to prevent a flight cancellation, in exceptional circumstances Airline may arrange for an alternative arrangement.

9.2.2 Airline is a point to point carrier and does not operate a connecting flight service for onward travel using other carriers. Airline does not guarantee or accept liability for missed onward carriage on a subsequent Flight or on the flights of other carriers.

9.2.2.1 carry Passenger at the earliest opportunity on another of our scheduled services on which space is available without additional charge and, where necessary, extend the validity of Passenger's Ticket; or

9.2.2.2 within a reasonable period of time re-route Passenger to the destination shown on Passenger's Ticket by our own services or those of another carrier, or by other mutually agreed means and class of transportation without additional charge. If the fare and charges for the revised routing are lower than what Passenger have paid, Airline shall refund the difference; or

9.2.2.3 make a refund in accordance with the provisions of Article 10.2.

9.2.3 Upon the occurrence of any of the matters set out in Article 9.2.2, except as otherwise provided by the Convention, or applicable local law, including in particular EC Regulation 261/2004 on compensation and assistance to passengers in the event of denied boarding and of cancellation or long delay of flights, the options outlined in Article 9.2.2.1 to 9.2.2.3 are the sole and exclusive remedies available to Passenger and Airline shall have no further liability to Passenger.

9.2.4 If Airline are unable to provide previously confirmed space, Airline shall provide compensation to those Passengers denied boarding in accordance with applicable law and our denied boarding compensation policy. A copy of our denied boarding compensation policy is available upon request.

9.2.5 A copy of our policy on compensation and/or assistance for denied boarding, cancellation and delay in respect of flights from the European Community is available on request and on our website.

## **Article 10: REFUNDS**

10.1 Airline will refund a Ticket or any unused portion, in accordance with the applicable fare rules or Tariff, as follows:

10.1.1 Except as otherwise provided in this Article, Airline shall be entitled to make a refund either to the person named in the Ticket or to the person who has paid for the Ticket, upon presentation of satisfactory proof of such payment.

10.1.2 If a Ticket has been paid for by a person other than the Passenger named in the Ticket, and the Ticket indicates that there is a restriction on refund, Airline shall make a refund only to the person who paid for the Ticket, or to that person's order.

10.1.3 Except in the case of a lost Ticket, refunds will only be made on surrender to us of the Ticket and all unused Flight Coupons.

### **10.2 INVOLUNTARY REFUNDS**

10.2.1 If Airline cancel a flight, fail to operate a flight reasonably according to schedule, fail to stop at Passenger's destination or Stopover, or cause Passenger to miss a connecting flight on which Passenger hold a reservation, the amount of the refund shall be:

10.2.1.1 if no portion of the Ticket has been used, an amount equal to the fare paid;

10.2.1.2 if a portion of the Ticket has been used, not less than the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used.

### 10.3 VOLUNTARY REFUNDS

10.3.1 If Passenger are entitled to a refund of Passenger's Ticket for reasons other than those set out in 10.2, the amount of the refund shall be:

10.3.1.1 if no portion of the Ticket has been used, an amount equal to the fare paid, less any reasonable service charges or cancellation fees;

10.3.1.2 if a portion of the Ticket has been used, an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used, less any reasonable service charges or cancellation fees.

### 10.4 REFUNDS ON LOST TICKET

10.4.1 If Passenger lose Passenger's Ticket or portion of it, upon furnishing us with satisfactory proof of the loss, and payment of a reasonable administration charge, refund will be made as soon as practicable after the expiry of the validity period of the Ticket, on condition:

10.4.1.1 that the lost Ticket, or portion of it, has not been used, previously refunded or replaced (except where the use, refund or replacement by or to a third party resulted from our own negligence).

10.4.1.2 that the person to whom the refund is made undertakes, in such form as may be prescribed by us, to repay to us the amount refunded in the event of fraud and/or to the extent that the lost Ticket or portion of it is used by a third party (except where any fraud or use by a third party resulted from our own negligence).

## 10.5 RIGHT TO REFUSE REFUND

10.5.1 Airline may refuse a refund where application is made after the expiry of the validity of the Ticket.

10.5.2 Airline may refuse a refund on a Ticket which has been presented to us, or to Government officials, as evidence of intention to depart from that country, unless Passenger establish to our satisfaction that Passenger have permission to remain in the country or that Passenger will depart from that country by another carrier or another means of transport.

## 10.6 CURRENCY

Airline reserve the right to make a refund in the same manner and the same currency used to pay for the Ticket.

## **Article 11: CONDUCT ABOARD AIRCRAFT**

### 11.1 GENERAL

If, in our reasonable opinion, Passenger conduct Passenger's self aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instructions of the crew including but not limited to those with respect to smoking, alcohol or drug consumption, or behave in a manner which causes discomfort, inconvenience, damage or injury to other passengers or the crew, Airline may take such measures as Airline deem reasonably necessary to prevent continuation of such conduct, including restraint. Passenger may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed on board the aircraft.

### 11.2 PAYMENT OF DIVERSION COSTS

If, as a result of conduct by Passenger of the sort mentioned in Article 11.1 Airline decide, in the exercise of our reasonable discretion, to divert the aircraft for the purpose of offloading Passenger, Passenger must pay all costs resulting from that diversion.

### 11.3 ELECTRONIC DEVICES

For safety reasons, Airline may forbid or limit operation aboard the aircraft of electronic equipment, including, but not limited to, cellular telephones, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices, including radio controlled toys. Operation of hearing aids and heart pacemakers is permitted.

## **Article 12: ARRANGEMENTS FOR ADDITIONAL SERVICES**

12.1 If Airline make arrangements for Passenger with any third party to provide any services other than carriage by air, or if Airline issue a ticket or voucher relating to transportation or services (other than carriage by air) provided by a third party such as hotel reservations or car rental, in doing so Airline act only as Passenger's agent. The terms and conditions of the third party service provider will apply.

12.2 If Airline are also providing surface transportation to Passenger, other conditions may apply to such surface transportation. Such conditions are available from us upon request.

## **Article 13: ADMINISTRATIVE FORMALITIES**

### 13.1 GENERAL

13.1.1 Passenger are responsible for obtaining all required travel documents and visas and for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which Passenger transit.

13.1.2 Airline shall not be liable for the consequences to any Passenger resulting from his or her failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

### 13.2 TRAVEL DOCUMENTS

Prior to travel, Passenger must present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries concerned, and permit us to take and retain copies thereof. Airline reserve the right to refuse carriage if Passenger has not complied with these requirements, or Passenger's travel documents do not appear to be in order.

### 13.3 REFUSAL OF ENTRY

If Passenger is denied entry into any country, Passenger will be responsible to pay any fine or charge assessed against us by the Government concerned and for the cost of transporting Passenger from that country. The fare collected for carriage to the point of refusal or denied entry will not be refunded by us.

### 13.4 PASSENGER RESPONSIBLE FOR FINES, DETENTION COSTS, ETC.

If Airline are required to pay any fine or penalty or to incur any expenditure by reason of Passenger's failure to comply with laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents,

Passenger shall reimburse us on demand, any amount so paid or expenditure so incurred. Airline may apply towards such payment or expenditure the value of any unused carriage on Passenger's ticket, or any of Passenger's funds in our possession.

#### 13.5 CUSTOMS INSPECTION

If required, Passenger shall attend inspection of Passenger's Baggage, by customs or other Government officials. Airline are not liable to Passenger for any loss or damage suffered by Passenger in the course of such inspection or through Passenger's failure to comply with this requirement.

#### 13.6 SECURITY INSPECTION

Passenger shall submit to any security checks by Governments, airport officials, Carriers or by us.

### **Article 14: SUCCESSIVE CARRIERS**

Carriage to be performed by us and other Carriers under one Ticket or a Conjunction Ticket is regarded as a single operation for the purposes of the Convention. However, Passenger's attention is drawn to Article 15.5.1.

### **Article 15: LIABILITY FOR DAMAGE**

#### 15.1 APPLICABILITY

The liability of each carrier involved in Passenger's journey will be determined by its own conditions of carriage. Our liability provisions are as follows:

#### 15.2 APPLICABLE LAWS

Our liability for the carriage of passengers and baggage is governed by the Convention in the case of international carriage by air, and by applicable national law in the case of domestic carriage by air. If and to the extent that any of the provisions of this Article 15 are inconsistent with mandatory and applicable provisions of the Convention or national law, the latter will prevail.

### 15.3 DEATH OF OR INJURY TO PASSENGERS. – INTERNATIONAL CARRIAGE

The following provisions apply only in respect of international carriage by air:

15.3.1 Our liability for damages sustained in the event of death, wounding or any other bodily injury by a Passenger in the event of an accident shall not be subject to any artificial financial limit.

15.3.2 For any damages up to the sum of the equivalent of 100,000 (SDR)Special Drawing Rights, Airline shall not exclude or limit our liability.

15.3.3 Notwithstanding the provisions of Article 15.3.2, if Airline prove that the damage was caused by, or contributed to by, the negligence of the injured or deceased Passenger, Airline may be exonerated wholly or partly from our liability in accordance with applicable law.

15.3.4 Airline shall, without delay, and in any event not later than fifteen days after the identity of the natural person entitled to compensation has been established, make such advance payments as may be required to meet immediate economic needs on a basis proportionate to the hardship suffered.

15.3.5 Without prejudice to Article 15.3.4, an advance payment shall not be less than the equivalent of 16,000 SDR (Special Drawing Rights) per Passenger in the event of death.

15.3.6 An advance payment shall not constitute recognition of liability and may be offset against any subsequent sums paid on the basis of our liability, but is not returnable, except in the cases described in Article 15.3.3 or in circumstances where it is subsequently proved that the person who received the advance payment caused, or contributed to, the damage by negligence or was not the person entitled to compensation.

#### 15.4 BAGGAGE.

15.4.1 Airline will not be liable for damage to Unchecked Baggage unless such damage is caused by our negligence.

15.4.2 Except in the case of an act or omission done with intent to cause damage or recklessly and with knowledge that damage would probably result, our liability in the case of damage to Checked Baggage occurring in the course of international carriage by air shall be limited as provided by the Convention provided that if in accordance with applicable law different limits of liability are applicable such different limits shall apply. If the weight of Passenger's checked Baggage is not recorded on the Baggage Check, it is presumed that the total weight of the Checked Baggage does not exceed the applicable free baggage allowance for the class of carriage concerned.

15.4.3 Airline are not liable for any damage caused by Passenger's Baggage. Passenger shall be responsible for any damage caused by Passenger's Baggage to other persons or property, including our property.

15.4.4 Airline shall have no liability whatsoever for damage to articles not permitted to be contained in Checked Baggage under Article 8.3, including fragile or perishable items, items having a special value, such as money, jewelry, precious metals, silverware, computers, personal electronic devices, negotiable papers, securities, or other valuables, business documents, passports and other identification documents, or samples.

#### 15.5 GENERAL

15.5.1 If Airline issue a ticket or if Airline check Baggage for carriage on another Carrier, Airline do so only as agent for the other Carrier. Nevertheless, with respect to Checked Baggage, Passenger may make a claim against the first or last Carrier.

15.5.2 Airline are not liable for any damage arising from our compliance with or Passenger's failure to comply with applicable laws or Government rules and regulations.

15.5.3 Except as may be specifically provided otherwise in these Conditions of Carriage or by applicable law, Airline shall be liable to Passenger only for recoverable compensatory damages for proven losses.

15.5.4 The contract of carriage, including these Conditions of Carriage and exclusions or limits of liability, applies to our authorised Agents, servants, employees and representatives to the same extent as it and they apply to us. The total amount recoverable from us and from such authorised Agents, employees, representatives and persons shall not exceed the amount of our own liability, if any.

15.5.5 Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability under the Convention or applicable laws unless otherwise expressly stated.

15.5.6 Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability or any defence available to us under the Convention or applicable laws as against any public social insurance body or any person who is liable to pay compensation or has paid compensation in respect of the death, wounding or other bodily injury of a Passenger.

15.5.7 Airline are not responsible for any illness, injury or disability, including death, attributable to Passenger's physical or mental condition or for the aggravation of such condition.

## **Article 16: TIME LIMITATION ON CLAIMS AND ACTIONS**

### **16.1 NOTICE OF CLAIMS**

Acceptance of Baggage by the bearer of the Baggage Check without complaint at the time of delivery is sufficient evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage, unless Passenger prove otherwise.

If Passenger wish to file a claim or an action regarding Damage to Checked Baggage, Passenger must notify us as soon as Passenger discover the Damage, and at the latest, within seven (7) Days of receipt of the Baggage. If Passenger wish to file a claim or an action regarding delay of Checked Baggage, Passenger must notify us within (21)Days from the date the Baggage has been placed at Passenger's disposal. Every such notification must be made in writing.

### **16.2 LIMITATION OF ACTIONS**

Any right to damages shall be extinguished if an action is not brought within two (2) years 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. The method of calculating the period of limitation shall be determined by the law of the court where the case is heard.

## **Article 17: OTHER CONDITIONS**

Carriage of Passenger and Passenger's Baggage is also provided in accordance with certain other regulations and conditions applying to or adopted by us. These regulations and conditions as varied from time to time are important. They concern among other things:

## **Article 18: CARRIAGE OF PREGNANT PASSENGERS, NEWBORN CHILDREN AND INFANTS**

- (a) If you are pregnant we will carry you after the completion of your 27th week of pregnancy; only if you produce to us a medical certificate:
  - (i) in English or Arabic;
  - (ii) signed, and stamped with official stamp and issued by a doctor or midwife considered sufficiently qualified by us;
  - (iii) stating the exact number of weeks, you are pregnant, the expected date of delivery and that the state of pregnancy is normal; and
  - (iv) stating the date from and up to which the passenger is fit to travel, fit to fly and in good health.
- (b) If you are unable to produce the medical report at the time of Check-in, we will not carry you after the completion of your 27th week of pregnancy.
- (c) We will not carry you after your completed 35th week of pregnancy. Any return flight you are planning must be completed before the completion of that 35th week.
- (d) If however, you are expecting multiple births such as twins or triplets we will only accept you for carriage up to the completion of your 31st week of pregnancy. Any return flight you are planning must be completed before the completion of that 31st week.

If you fail to comply with its requirements or you provide incorrect information about your week of pregnancy, and you subsequently require in-flight medical assistance, or your flight is diverted so that you may receive medical assistance, in connection with your pregnancy, you are liable to reimburse us any costs we incur of the type.

- (f) Carriage of newly born infants will not be permitted until 14 days after delivery.
- (g) If you are travelling with an infant (14 days old up to two years), the infant must share a parent's seat. If the infant becomes 2 years of age during the travel period, an additional seat must be purchased for that infant to occupy. A maximum of two (2) infants per adult are allowed, with one infant (minimum age 6 months) seated in an approved car-type seat, secured to the aircraft seat. An additional seat must be purchased for the car-type seat. The car-type seat should have a solid back and seat and have an integral harness, which must be a minimum of 2.5 cm wide and must include lap, shoulder and crotch straps, to ensure that the child is properly secured.

## Article 19: Jubba Airways -TERMS AND CONDITIONS

### 1. *Check-In Reporting Time*

- Check-in counters opens 3 hours and close 1 hour prior to the scheduled departure time for International Flights.
- Check-in counters opens 2 hours and close 30 minutes prior to the scheduled departure time for Domestic Flights

### 2. *Terminal Information:*

Jubba Airways will operate from the following terminals airports:

Dubai: Terminal 2, Dubai International Airport (DXB)

Nairobi: Jomo Kenyatta International (NBO)

Jeddah: Terminal North, King Abdulaziz International (JED)

### 3. Free Baggage Allowance per Passenger (excluding Infant)

- Checked Baggage: 1 Bag per passenger
- Economy Class: Max weight 30 kg per bag / Max size L+H+W = 62 inches
- Business Class: Max weight 40 kg per bag / Max size L+H+W = 62 inches
- Additional baggage: as per applicable rates in respective stations
- Carry-On Baggage Allowance: Limit:  
1 Carry-On Bag per passenger / Size Limit: 22in x 15in x 8in (L+W+H=45 inches) / Max weight 7 kg / 15 lbs.

### 4. Terms & Conditions

- 1) Jubba Airways is a point to point carrier and does not operate a connecting flight service for onward travel using Our Flights or the flights of other carriers. If you have booked an onward Flight with Jubba Airways, this represents a separate contract of carriage. We do not guarantee or accept liability for missed onward carriage on a subsequent Flight or on the flights of other carriers.
- 2) Upon cancellation or delay of its flight due to any unforeseen circumstances, JUBBA AIRWAYS will not provide or compensate for accommodation or it will provide for any alternate mode of transportation. In such cases Jubba Airways shall either: carry the passenger on another of its scheduled passenger service on the same sector, provided space is available, or make a full refund of the ticket with no further liability to Jubba Airways.
- 3) Jubba Airways will be liable only for damage occurring during carriage on flights or flight segments where 3J designator code appears in the carriage box.
- 4) Govt. taxes, fees and or any other charges are subject to change. If it is increased or a new tax or charge is imposed after confirmation and payment, the customer has to pay the difference.
- 5) Credit card Payment: Passengers must carry the original credit card or copy of front of the card using which the payment has been made. Airport staff should ask for it as a proof of payment. Failing to provide the card or copy of the same; the passenger will not be accepted on Jubba Airways flight.

- 6) By buying this ticket, the passenger confirms herewith that he/she has agreed on all terms and conditions as issued and amended by the Carrier from time to time on its website. In case of any dispute related to any/all of the services as provided by the Carrier and/or any of its authorized representatives before, during and/or after the provision of the service, such dispute shall be exclusively and solely raised, filed, submitted, registered and/or presented in front of any of the legal courts operating in the Republic of Kenya.
- 7) JUBBA AIRWAYS do not accept un-accompanied minors in any of its flights
- 8) Infants under the age of 2 weeks cannot be accepted for travel
- 9) Wheelchairs and mobility that cannot be lifted manually into the aircraft hold will only be accepted for travel if both airports can provide the facilities to load and unload the device. Please note that some airports may not have sufficient equipment for lifting heavy wheelchairs and mobility aids.
- 10) The airline requires all passengers to provide photographic ID at check-in on all Flights including domestic services. Passengers who use the online check-in service will be required to provide photographic ID at the boarding gate.
- 11) Passenger agree to pay the applicable Fare and/or penalties or fines whenever, on order of any Government or immigration authority, are required to return to point of origin or elsewhere, owing to inadmissibility into a country, regardless of whether it is a transit or destination port. In such circumstances Jubba Airways will not refund to any fare paid for the relevant Flights. Any such costs incurred by Airline on behalf of passenger may be levied directly.
- 12) Ticket Refunds, Cancellation and Changes
  - Booked Fare Ticket Rules shall be applied on all the tickets
  - The ticket is only refundable if totally un-used.
  - No REFUNDS after 30 days from flight departure.
  - Refunds are processed and paid by original Ticket Issuing Agent only.
  - Reservations can be modified or cancelled at least 48 hours before the flight departure time by contacting to the nearest JUBBA AIRWAYS office or authorized travel Agents in the region.

## 5. Responsibility of Transit Passengers

Passengers travelling via Dubai airport for other countries by connecting carriers shall plan the arrival at least 5 hours before the Expected Departure of the connecting flight. Jubba Airways will not be responsible for any misconnections if sufficient transit time is planned prior departure from origin station.

## Article 20: INTERPRETATION AND MODIFICATION

The title of each Article of these Conditions of Carriage is for convenience only, and is not to be used for interpretation of the text.

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