

Conditions of Carriage for HENLEY AIR (Pty) Ltd

PLEASE NOTE: By accepting this ticket you accept the terms and conditions on which you will be carried by Henley Air (Pty) Ltd (Henley Air), and you agree that your carriage will be subject to the terms and conditions stated and explained below. You specifically accept that the effect of the terms and conditions is that any claim you may have against Henley Air, or its directors, employees or partners is limited to the South African Rand equivalent of US\$200 000 (United States Dollars) at the prevailing exchange rate in terms of non-international flights and limited in accordance with the applicable international conventions in respect of international flights. Please ask for further explanation if there is anything that you do not understand before you accept this document.

1. Definitions

1.1 **Aircraft** means all and any Aircraft operated by the Carrier;

1.2 **Carriage** means the carrying or transportation of Passengers and/or their baggage by the Carrier pursuant to this Passenger Ticket, the embarking and disembarking of a Passenger from an Aircraft, and all auxiliary services incidental thereto;

1.3 **Carrier** means Henley Air (Pty) Ltd;

1.4 **Carrier Extended** means the Carrier and its directors, employees, partners, servants and successors-in-title, and any entity whose Aircraft is used by the Carrier and its directors, employees, partners, servants and successors-in-title.

1.5 **Claim** means all and any claims and causes of action for damages (including indirect, future and unascertained damages), losses (including partial and consequential losses), interest and costs;

1.6 **Convention** means whichever of the following international instruments are applicable:

1.6.1 The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (**Warsaw Convention**);

1.6.2 The Warsaw Convention as amended at The Hague on 28 September 1955 and by Additional Protocol Numbers 1, 2, 3 and 4 of Montreal (1975);

1.6.3 The Unification of Certain Rules Relating to International Carriage by Air Performed by a Person other than the Contracting Carrier signed in Guadalajara on 18th September 1961 (**Guadalajara Convention**); and/or

1.6.4 The Convention for the Unification of Certain Rules for International Carriage by Air signed at Montreal on 28th May 1999 (**Montreal Convention**);

Collectively hereinafter referred to as **Conventions**;

1.7 **International Carriage** means any Carriage in which the place of departure and place of destination are situated either within the territories of two States' parties (as contemplated in the Conventions referred to in clause 1.6 above) or within the territory of a single State party if there is an agreed stopping place within the territory of another State, even if that State is not a State party. Carriage between two points within the territory of a single State party without an agreed stopping place within the territory of another State, will not be deemed to be International Carriage;

1.8 **Non-international Carriage** means an air service excluding an international air service as defined in clause 1.7 above;

1.9 **Passenger** means any person carried or to be carried in an Aircraft by the Carrier pursuant to a Passenger Ticket. The Passenger may also be referred to as You, Your and Yourself;

1.10 **Passenger Ticket** means the document entitled Passenger Ticket including the reverse side thereof, the baggage check and any additional notices issued by the Carrier or on the Carrier's behalf, relating to the Carriage; and

1.11 **Third Party Claim** means any Claim, demand, action or joinder by any other person other than the Passenger.

2. International Carriage

International Carriage will be subject to the rules relating to liability established by the applicable Conventions.

3. Non-international Carriage

3.1 You agree that all and any Claims You may have against the Carrier Extended arising from, following or in any way connected to the Carriage, is subject to legal liability and is limited to a total maximum amount of the South African Rand equivalent of US\$200 000 (United States Dollars) at the prevailing exchange rate, unless arising directly from the gross negligence of the Carrier. **The effect of this clause is that all and any Claims that You may have against the Carrier Extended is limited to a total maximum amount of the South African rand equivalent of US\$200 000 (United States Dollars) at the prevailing exchange rate. You abandon all and any Claims You may have against the Carrier Extended in excess the South African rand equivalent of US\$200 000 (United States Dollars) at the prevailing exchange rate, unless such Claims arise directly from the gross negligence of the Carrier.**

3.2 Any right to bring or make a Claim against the Carrier Extended will be extinguished and cease to exist if the Claim is not made or 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.

3.3 The law of the Republic of South Africa shall apply to and govern any and all disputes arising from any and all Carriage provided by the Carrier.

3.4 The South African courts shall have exclusive jurisdiction in any and all disputes arising from any and all Carriage provided by the Carrier.

4. All Carriage

4.1 You agree to irrevocably and forever release and discharge the Carrier Extended from all liability in respect of all and any Claims arising from, following or in any way connected to the Carrier's compliance with any laws or governmental regulations, or arising from Your failure to comply with the same. **The effect of this clause is that You abandon any Claims that You may have against the Carrier Extended arising from, following or in any way connected to the Carrier's compliance with law or regulations, or arising from Your failure to comply with such laws or regulations.**

4.2 You hereby indemnify the Carrier Extended from, for and against any Third Party Claim arising from or following or in any way connected to the Carrier's compliance with any laws or governmental regulations, or arising from Your failure to comply with the same. **The effect of this clause is that if any third party makes or brings a Third Party Claim connected to the Carrier's compliance with any laws or governmental regulations, or arising from Your failure to comply with the same, You will be responsible to pay to the Carrier the value of the Third Party Claim.**

4.3 You hereby indemnify the Carrier Extended from, for and against any legal or other expenses which may be incurred as a result of and/or in consequence of any Third Party Claim arising from or following or in any way connected to the Carrier's compliance with any laws or governmental regulations, or arising from Your failure to comply with the same. **The effect of this clause is that if any third party makes or brings a Third Party Claim against the Carrier Extended arising from or following or in any way connected to the Carrier's compliance with any laws or governmental regulations, or arising from Your failure to comply with the same, in addition to being responsible to pay the value of the Third Party Claim, you will be responsible to pay to the Carrier Extended the cost of any legal or other expenses that may be incurred as a result of the Third Party Claim.**

4.4 An amendment or variation to this Passenger Ticket is not effective unless it is in writing and signed by the parties.

4.5 You acknowledge the authority of the Carrier's pilot and/or his or her authorised deputy of the Aircraft and undertake to obey his lawful commands under all circumstances from the commencement, and for the duration, of the journey.

4.6 Passengers must comply with all customs, travel, health and immigration requirements, of the countries or territories to be visited.