

kulula.com Terms and Conditions

Important stuff

Remember to bring your South African ID document, South African driver's license or passport with you when you check in. Learn more on [acceptable forms of identification](#).

Familiarise yourself with our terms and conditions, conditions of contract and conditions of carriage for passengers and baggage as they contain important information and limitations of our liability regarding your flight.

Our limitations of liability are highlighted and are set out in Articles 3, 4, 7, 8, 9, 10, 11,13 and 15 of the general conditions of carriage for passenger and baggage.

Disclaimer

While every effort is made to ensure that all information on the website is updated and correct, neither Comair Limited nor kulula.com shall be liable for any loss, breach, damage (whether direct, consequential, general or special) or expense of any nature whatsoever which may be caused, directly or indirectly through the use of, supply or reliance upon any information or service provided by or to the airline through this website.

Legal stuff

Take note that all travel is under taken in accordance with the kulula terms and conditions; conditions of contract and conditions of carriage for passenger and baggage, please ensure you are aware of these conditions. You have read the legal stuff regarding; Notice of Government Imposed Taxes and Fees, Notice of Personal Liability limitation, Notice of Baggage Liability limitation, Disclaimer and all other important legal information.

Notice of Government imposed Taxes

The amount paid for this ticket may include taxes and fees which are imposed on air transportation by Government or other official authorities. Taxes and fees, which may represent a significant portion of the cost of air travel, are reflected separately on your ticket. Taxes, fees and charges change constantly and can be imposed or altered after the date we have issued your ticket. If they change or if a new tax, fee or charge is imposed after we have issued your ticket, you will have to pay us any increase.

Notice of Personal Liability Limitation

Unless the Convention or other applicable law requires otherwise, in the event of an accident resulting in death, wounding, or other bodily injury to a passenger whilst on board an aircraft operated by us or in the course of any of the operations of embarking or disembarking, the amount of damages payable by us is limited to 113 100 Special Drawing Rights provided that it is proved that such death, wounding or other bodily injury was caused by our negligence.

Further details concerning our limitations of liability are set out in our General Conditions of Carriage for Passenger and Baggage, which is available on our website or on request from us.

Notice of Baggage Liability limitations

Liability for loss, delay or damage to baggage shall be limited, insofar as Domestic Carriage is concerned, i.e. carriage wholly within the Republic of South Africa, to a limit of 17 (seventeen) Special Drawing Rights (twenty U.S. dollars per kilogram (U.S. \$20/kilo) per checked baggage and 332 Special Drawing Rights (U.S. \$400) in the case of unchecked baggage provided that if in accordance with applicable law different limits of liability are applicable such different limits shall apply. For International Carriage and in respect of which the Montreal Convention applies, and in respect of destruction, loss of or damage or delay to baggage, our liability shall be limited to 1131 Special Drawing Rights per passenger.

Further details concerning our limitations of liability are set out in our General Conditions of Carriage for Passenger and Baggage, which is available on our website or on request from us.

Codeshare Agreements

For flights operated by one of our codeshare partners, the kulula [Conditions of Carriage](#) will apply.

Terms and conditions

1. As used in these Terms and Conditions

1.1 "we", "our", "ourselves" and "us" means kulula.com a division of Comair Limited.

1.2 "you", "your", "yourself" and "passenger" means any person to be carried on our aircraft, with our consent.

1.3 "British Airways/Comair" or "British Airways operated by Comair" means flights operated by Comair Limited under a separate British Airways Plc brand.

2. Your itinerary/receipt together with these Terms and Conditions, our Conditions of Contract and Conditions of Carriage, constitutes your ticket for all legal, regulatory and contractual purposes. A copy of our Conditions of Contract and General Conditions of Carriage is available on our website or on request from us. It is important that you read these conditions as they contain clauses which limit our liability for loss or damage.

3. When making a reservation online, you have 15 minutes to complete your reservation and effect payment failing which the reservation will time-out and auto cancel after which a new booking will have to be made. kulula.com cannot guarantee that the same flight and fare will be available when attempting to make a new flight reservation. Payment for a ticket must be made at the time of reservation, unless a reservation is made more than 3 (three) days before the date of travel in which event payment can be made by making a direct deposit via any FNB, ABSA or STANDARD BANK branch or an internet transfer into our bank account within 24 (twenty four) hours of making the reservation, or alternatively, you may make payment at any one of our Airport Sales offices within 24 (twenty four)

hours of making the reservation. We offer an online internet banking facility with Secure Instant Deposit (SID), an assisted EFT (electronic funds transfer) which allows you to make payment at the time of reservation. Credit cards (MasterCard, Visa, Diner's Club and American Express) will be accepted for telephone and Internet reservations. Cash and debit cards can only be accepted at the airports. Our Head Office IN BONAERO PARK only accepts credit cards.

4. Check-in desks will open 90 (ninety) minutes before the scheduled time of departure of your domestic flight and 120 (one hundred and twenty) minutes before departure of your international or regional flight. We strongly advise passengers to check in 90 (ninety) minutes before flight departure. Check-in desks close 30 (thirty) minutes prior to scheduled departure.

4.1 Should you fail to check in within the allocated time prior to scheduled departure or board at the stipulated time, we cannot accept you for travel (no show passenger) and you will forfeit your seat as well as the fare that is allocated to that leg of your flight reservation. A no-show is not entitled to a refund for the value of the flight missed. Your return or onward flight segments will also be cancelled but will retain their value and may be rebooked upon request. Depending on the type of ticket initially purchased you may incur a rebooking fee plus the difference in price between the new and old ticket.

If you are running late or are unable to make your original booked flight, we suggest that you rebook for a new flight or advise us at least 45 minutes prior to the departure of your flight via the kulula Contact Centre in order to avoid your flights being cancelled.

5. You must be at the boarding gate 20 (twenty) minutes prior to departure. Any person who arrives later than 20 minutes before departure will forfeit his/her seat and no refund will be provided.
6. If the airline cancels a scheduled flight and subject to applicable South African legislation, we reserve the right to either carry you on one of our later flights, or to fully refund all money paid without any further liability to you. We will make you aware of any schedule changes prior to the original scheduled flight.
7. 7.1 On domestic flights, once you have made a reservation, that reservation may be changed to a different flight on the basis as set out in this clause:

7.1.1 Change of flight reservations must be made not less than 45 (forty five) minutes before the scheduled departure time of the original flight booked.

7.1.2 If you wish to change a reservation to a different flight you will have to pay a change fee.

7.1.3 In addition to having to pay a change fee for a change of reservation, you will have to pay any difference between the fare and taxes on the original flight booked and the available fare and taxes (if applicable) on the new flight requested. If the available fare on the new flight requested is lower than that of the original flight booked, no refund will be provided.

7.1.4 No names changes will be permitted on domestic flights.

7.1.5 Payments for a change of flight reservation processed through our website and Contact Centre may be made by SID (Secure Instant Deposit); credit card and any combination of payments listed on our website payment page.

7.2 On international flights, once you have made a reservation, that reservation may be changed to a different flight to the same destination (no route changes allowed) on the basis as set out in this clause:

7.2.1 Change of flight reservations must be made more than 60 (sixty) minutes before the scheduled departure time of the original flight and can be processed through our website, Contact Centre or at the Airport itself. 7.2.2 No name or route changes will be permitted on international flights. 7.2.3 If you wish to change a reservation to a different flight on the same route you will have to pay a change fee. 7.2.4 In addition to having to pay a change fee for a change of reservation, you will have to pay any difference between the fare and taxes on the original flight booked and the available fare and taxes (if applicable) on the new flight requested. If the available fare on the new flight requested is lower than that of the original flight booked, no refund will be provided. 7.2.5 Payments for a change of flight reservation processed through our website may be made by SID (Secure Instant Deposit); credit card and any combination of payments listed on our website payment page. Payments for a change of flight reservation processed through our Contact Centre may be made by SID (Secure Instant Deposit), credit card and any combination of payments listed on our website payment page.

7.3 Special Assistance

7.3.1 Passengers with special needs who book their tickets over the telephone must advise our Contact Centre (0861 585852) of their requirements at the time of reservation. Passengers wishing to purchase tickets over the Internet must contact our Contact Centre (0861 585852) prior to making their reservation, to give details of their requirements as limited space is available and any passenger not advising us in advance may be refused travel; 7.3.2 We are unable to accept those passengers with a level of disability which requires the presence of a Care Assistant, unless a Care Assistant is travelling to accompany the passenger; 7.3.3 Space for wheelchair passengers is limited per flight. We will only accept groups of more than two wheelchair passengers by prior arrangement. Wheelchair facilities can be provided at the airport for passengers who are completely immobile and cannot walk unaided, or are unable to climb the aircraft steps, or cannot walk long distances; 7.3.4 We do not accept unaccompanied children for travel. Unaccompanied young person's must be 12 (twelve) years or over to be accepted; 7.3.5 Children under 12 years of age cannot travel without an adult aged 16 years or older who must take responsibility for the child; 7.3.6 Infants under the age of 2 years (on the date of travel) must sit on an accompanying adult's lap;

8. You are allowed one item of hand luggage which must be smaller than 56cm + 36cm + 23cm (115cm L+W+H) and weighs 7 kg or less. You are allowed a handbag and/or laptop in addition to the one piece of hand luggage allowed. All travellers (including infants) are allowed 1 free checked bag weighing up to a maximum of 20kg with maximum dimensions of 208cm (90cm (L) + 75cm (W) + 43cm (H)). Any bag that weighs more than 20kg, but not more than 32kg will be subject to a 'heavy bag' fee at the airport. Should extra checked baggage be required, an additional bag

allowance may be purchased up to 24 hours prior to departure online or at the Contact Centre at discounted cost per extra bag. Extra Bags are charged at the airport at a higher cost per extra bag. Once extra bags have been paid for, it is only refundable if the request is submitted 2 hours prior to checking in for your flight. [Sporting equipment](#) items are considered as part of the free checked baggage allowance (1 bag only). Should you carry sports equipment in addition to your 1 free checked bag allowance then this will be charged at the applicable extra bag fee. Please refer to the Excess Baggage Fees (checked baggage) and service charges for the applicable rates. [Infants](#) who share your seat are entitled to 1 free checked bag weighing up to 20kg, plus a collapsible pushchair and a child car seat for free. No additional bags may be purchased for infants. Should you carry more than the onboard baggage allowance, this will be removed from you prior to boarding and you will be required to check it in; this is subject to an extra bag charge. If this is removed from you at boarding, you may be off-loaded from the flight in order to facilitate the check-in of this additional baggage. Any additional travel cost will be at your expense. **In the event that we have to carry your hand baggage in the aircraft hold for any reason, you must remove any valuables from this baggage as we will not be held liable for any loss in this regard.**

9. Dangerous articles (such as compressed gases, corrosives, explosives, flammable liquids and solids, radioactive materials, oxidising materials, poisons and infectious substances) must not be carried in baggage. Ask us if you are unsure what items are regarded as dangerous.
10. Subject to South African legislation, we do not provide meal vouchers, or hotel accommodation in the event of flight cancellations.
11. We will not carry any personal firearms or ammunition or weapons for hunting and sporting purposes as from 1 March 2013. Sporting weapons include antique swords, knives or similar items.
12. We do not carry live animals (such as dogs, cats insects, reptiles or other form of livestock and the like) on our flights with the exception of guide dogs accompanying passengers with disabilities. See our conditions of carriage for passenger and baggage for further details with regard to the carriage of animals.
13. We make every effort to provide seats for people who have a confirmed reservation. Rarely, a seat may not be available at check in for a flight for which a passenger has a confirmed reservation. Should such an occasion arise, an affected passenger will, subject to applicable South African legislation, be able to choose to be carried on a later flight operated by us or be refunded that portion of the journey not made.
14. While you may be assigned a seat, we cannot guarantee that you will be able to sit in any particular seat. We reserve the right to change your seat at any time, even after you have boarded the aircraft, as we may need to do this for operational, comfort, safety or security reasons.
15. No free on-board catering service is provided on our flights. Drinks and snacks (a limited variety) will be available for sale on board our flights.
16. All car hire, hotel accommodation, airport transfer and other additional services detailed in our website and promoted by us are operated independently of ourselves. The information featured on the website is given in good faith, and is

subject to change without notice. Whilst every care has been taken to ensure all information is correct, we cannot be held responsible for incorrectly featured information.

17. All carriage is offered by us in accordance with our conditions of contract and subject to our conditions of carriage for passengers and baggage from time to time in force. If there is any conflict between these terms and conditions, conditions of carriage, regulations, confirmation notices and our conditions of carriage for passenger and baggage, our conditions of carriage for passenger and baggage shall prevail.

Conditions of contract

1. As used in this contract

1.1 ticket means the document entitled "Itinerary/Receipt" issued by the Carrier or on its behalf. 1.2 carriage is equivalent to "transportation". 1.3 carrier means kulula.com a brand operated by Comair Limited. 1.4 Convention means that Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw on 12 October 1929 or that Convention as amended at The Hague, 26 September 1955, Montreal Convention means the Convention for the Unification of Certain Rules for International Carriage by Air signed at Montreal on 28 May 1999, whichever may be applicable;

2. Carriage hereunder is subject to the Rules and Limitations relating to liability established by the Warsaw Convention or the Montreal Convention, unless such carriage is not "International Carriage" as defined by that convention.

3. To the extent not in conflict with the foregoing, carriage and other services performed by the Carrier are subject to

i) Provisions contained in the ticket

ii) Applicable tariffs and

iii) Carrier's General Conditions for Carriage of Passengers and Baggage and related rules, Terms and Conditions and regulations which are made part hereof and are available on application at the offices of the carrier except in transportation between a place in the United States or Canada or any place outside thereof to which tariffs enforced in those countries apply.

4. The carrier's name may be abbreviated. The carrier's address shall be 1 Marignane Drive, Bonaero Park, Kempton Park, 1619.

5. If we and other carriers are involved in performing carriage for you under one ticket, or under a conjunction ticket, we will regard the carriage as a single operation for the purposes of the Convention. If we issue a ticket for you to be carried on another carrier or check in baggage for carriage on another carrier, we only do so as agent for that carrier. If you have a claim for checked baggage, you may make it against the first or last carrier or against the carrier performing the carriage during which the damage took place.

6. Baggage must be designed to protect its contents and withstand usual baggage handling procedures at the airports. The carrier is not liable for the damage such as scratches, scuffs, stains, dents, cuts, cracks and dirt resulting from normal wear and tear or water damage to non-waterproof luggage or any damage to any protruding parts of the

baggage such as handles, straps and the like. The carrier in addition will not accept liability for valuable items (such as jewellery, mobile phones, important documents, laptops, cash, and the like) or fragile items (such as breakable items, laptops and the like). The carrier will furthermore not accept liability for damage or loss of protruding parts such as wheels, straps, pull-handles or other items that are attached to baggage, or items lost as a result of badly packed baggage.

7. A ticket is good for carriage on the date and time shown on the ticket, except as otherwise provided in the carrier's terms and conditions, carrier's tariffs, conditions of carriage or related regulations and subject to payment of an administration fee and other charges in respect of any change of reservation by the passenger or as otherwise specified in the carrier's conditions of carriage and terms and conditions. No change of reservation charge is levied for infant passengers on the flight booking. Carrier may refuse transportation if the applicable fare has not been paid. The fare for carriage is subject to change prior to commencement of carriage. Carrier may refuse transportation to any person who has made a reservation and/or acquired a ticket in violation of applicable law, or carrier's rules or regulations.
8. Subject to applicable South African legislation, all kulula fares are subject to one hundred percent (100%) cancellation fee except as provided for in Points 6 and 13 of the terms and conditions and as set out in our general conditions of carriage for passengers and baggage or as provided for in terms of the fare rules.

kulula will only allow a full refund without penalty in the following instances:

- For a ticket that is purchased as result of a direct marketing campaign, where the transaction is rescinded within five (5) business days of it being concluded
- In event of a passenger not being able to travel as a result of the passenger themselves being hospitalised
- In unfortunate circumstances such as the death of a passenger
- As provided for in the fare rules applicable to the purchase of the ticket
- For additional bags purchased provided the transaction is refunded or cancelled prior to check-in
- In the event that we do not provide a similar seat and a customer is dissatisfied then a refund of a pre paid seat may be requested

kulula will, on request, grant a refund of any unflown airport taxes when a customer cancels or misses their flight.

One hundred percent (100%) cancellation fee (fare and VAT) may be applied to all flight sectors booked, unless as otherwise provided in the fare rules applicable to the ticket purchased.

Tickets are non-endorsable except as provided for in the carriers' General Conditions for Passengers and Baggage.

9. Although the carrier undertakes to use its best efforts to carry the passenger and his or her baggage with reasonable dispatch and to adhere to published schedules in effect on the date of travel, time shown in the timetables, schedules or elsewhere are not guaranteed and form no part of this contract. Schedules may change from time to time.

10. Passengers must present their unique reference number together with acceptable means of identification (e.g.valid South African identity document, South African driver's license or valid passport) at check in before departure. Passengers who fail to present their unique reference number and acceptable means of identification will forfeit their seats and no refunds or credits will be given.
11. On board the carrier's flight, passengers will only be allowed to drink alcoholic beverages purchased by them on board the aircraft, and the consumption of alcohol supplied or brought on board by passengers or third parties is strictly prohibited.
12. Passengers shall comply with Government travel requirements, present exit, entry and other required documents and arrive at the airport by the time fixed by the carrier, or if no time is fixed, early enough to complete departure procedures.
13. Any exclusion or limitation of liability of the carrier shall apply to and be for the benefit of agents, servants and representatives of the carrier and any person whose aircraft is used by carrier for carriage and its agents, servants or representatives.
14. No agent, servant or representative of the carrier has authority to alter, modify or amend provisions of this contract.

General conditions of carriage for passenger and baggage

Effective 1 January 2013

- **article 1 :** [DEFINITION OF PARTICULAR EXPRESSIONS IN THESE CONDITIONS](#)
- **article 2 :** [APPLICABILITY](#)
- **article 3 :** [TICKETS](#)
- **article 4 :** [FARES AND CHARGES](#)
- **article 5 :** [RESERVATIONS](#)
- **article 6 :** [CHECK-IN AND BOARDING](#)
- **article 7 :** [REFUSAL AND LIMITATION OF CARRIAGE](#)
- **article 8 :** [BAGGAGE](#)
- **article 9 :** [SCHEDULES, CANCELLATIONS OF FLIGHTS](#)
- **article 10 :** [REFUNDS](#)
- **article 11 :** [BEHAVIOUR ON THE AIRCRAFT](#)
- **article 12 :** [ARRANGEMENTS FOR ADDITIONAL SERVICES](#)
- **article 13 :** [ADMINISTRATIVE FORMALITIES](#)
- **article 14 :** [SUCCESSIVE CARRIERS](#)
- **article 15 :** [LIABILITY FOR DAMAGES](#)
- **article 16 :** [TIME LIMITATION ON CLAIMS AND ACTIONS](#)
- **article 17 :** [ACTION FOR DAMAGES MUST BE BROUGHT WITHING 2 \(TWO\) YEARS](#)
- **article 18 :** [OUR REGULATIONS](#)
- **article 19 :** [MODIFICATION AND WAIVER](#)

- article 20 : [APPLICABLE LAW](#)

ARTICLE 1. : definitions of particular expressions in these conditions

As you read these conditions, please note that:

"we", "our", "ourselves" and "us" means kulula.com a brand operated by Comair Limited, a company (Registration no. 1967/006783/06) duly incorporated under the company laws of the Republic of South Africa) with its main place of business situated at 1 Marignane Drive, Kempton Park, South Africa, 1619.

"you", "your" and "yourself" means any person, except members of the crew, carried or to be carried on our aircraft, having a ticket, valid for the transportation. (See also the definition for "passenger".)

"agreed stopping places" means those places, except the place of departure and the place of destination, set out in your ticket or shown in our timetables as scheduled stopping places on your route.

"airline designator code" means the two or three letters or the letters or numbers which identify particular air carriers.

"acceptable identification" means either a valid South African Identity Document (S.A. I.D. Book or Smart Card) South African Driver's Licence or passport.

"authorized agent(s)" 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 your articles, effects and other personal property necessary or appropriate for wear, use, comfort or convenience in connection with your trip. Unless otherwise specified, it includes both your checked and unchecked baggage.

"baggage check" means those portions of the ticket which relate to the carriage of your checked baggage.

"baggage identification tag" means a document we give to you to identify each piece of your checked baggage.

"checked baggage" means baggage which we have taken into our custody and for which we have issued a baggage identification tag or a baggage check or both. (Checked baggage normally travels in the hold of the aircraft.)

"check-in deadline" means the time limit we have set by which you must have completed check-in and received your boarding pass.

"conditions of carriage" means these conditions 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) where applicable**

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

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

"day" means all seven days of the week. For the purposes of sending notices, we will not count the day on which the notice is sent. For the purpose of deciding whether a ticket is valid, we will not count the day on which a ticket was issued.

"Force Majeure Event" means any event outside of our control, including, without limitation, acts of God, meteorological events (such as storms, rain, wind, fire, fog, flooding, heat, earthquakes, haze, or volcanic eruption). It also includes, without limitation, government action, disturbances or potentially volatile international conditions, civil commotions, riots, embargoes, wars, or hostilities (whether actual, threatened, or reported) strikes, work stoppage, slowdown, lockout or any other labour related disputes involving or affecting our service, mechanical difficulties, Air Traffic Control, the inability to obtain fuel, airport gates, labour or landing facilities for the flight in question or any fact not reasonably foreseen, anticipated or predicted by us.

"flight" means a flight from one point indicated on the ticket to the next.

"itinerary /receipt" means a document or documents we or our authorized agent(s) issue to you that contains the passenger name, flight information and notices.

"No-show passenger" A passenger who held a confirmed reservation for a flight but who failed to use the reservation for reasons other than a missed connection.

"passenger" means any person, except members of the crew, carried or to be carried on our aircraft, with our consent (See also the definition for "you", "your" and "yourself".)

"SDR" means a Special Drawing Right, an international type of monetary reserve currency, created by the International Monetary Fund (IMF) in 1969 and which is the official unit of exchange of the International Monetary Fund. The current value of an SDR is provided daily by the IMF at <http://www.imf.org>.

"stopover" means a scheduled stop on your journey, at a point between the place of departure and the place of destination.

"ticket" means the itinerary/receipt issued by us or on our behalf, and includes our conditions of carriage, Terms and Conditions and Conditions of Contract and notices.

"unchecked baggage" means your baggage other than your checked baggage. (You normally take your unchecked baggage with you onto the aircraft.)

"unique reference number" means the reservation reference number or code that we have provided you at the time of making a reservation and as contained on the itinerary/receipt.

"validity period" means the period for which a ticket is valid.

ARTICLE 2. : APPLICABILITY

2.1 General

2.1.1 Subject to Article 2.2, these conditions of carriage will apply to all flights operated by us.

2.1.2 These conditions of carriage apply to gratuitous and reduced fare carriage and to other services incidental thereto except to the extent that we have provided otherwise in our Regulations or in the relevant contracts, passes or tickets.

2.1.3 These conditions of carriage apply to all of our business activities, including but not limited to charter operations and services incidental thereto, but excludes all flights on the services of British Airways/Comair, for which different conditions of carriage for passenger and baggage apply.

2.2 Overriding law

These conditions of carriage are applicable unless they are inconsistent with applicable law in which event such laws shall prevail. If any provision of these conditions of carriage is invalid under any applicable law, the other provisions shall nevertheless remain valid.

2.3 Conditions prevail over Terms and Conditions and Conditions of Contract

Except as provided in these conditions of carriage, in the event of inconsistency between these conditions of carriage and any of our Terms and Conditions and Conditions of Contract, dealing with particular subjects, these conditions of carriage will prevail.

ARTICLE 3. : TICKETS

3.1 Requirement for valid ticket

3.1.1 We will provide carriage only to the passenger named in the ticket and you will be required to produce your unique reference number and an acceptable means of identification.

3.1.2 We reserve the right in our sole discretion in certain circumstances including, but not limited to cancelled, delayed or overbooked flights and for any reason other than operational reasons to carry you on the services of a later flight. Under no circumstances are you entitled to request an endorsement.

3.1.3 When a ticket has been issued by us or by one of our authorised agent(s) on our behalf it is and remains at all times our property.

3.1.4 You shall not be entitled to be carried on a flight unless you provide us with an acceptable means of identification and a unique reference number which has been duly issued by us or our authorized agent(s).

3.2 Period of Validity

A ticket is good for carriage on the date and time reflected on the ticket except as otherwise provided for in the ticket, our terms and conditions, and related regulations and subject to payment of an administration fee and other charges

in respect of any change of reservation or otherwise as specified in these conditions of carriage and our terms and conditions.

Should you fail to check in within the allocated time prior to scheduled departure or board at the stipulated time, we cannot accept you for travel (no show passenger) and you will forfeit your seat as well as the fare that is allocated to that leg of your flight reservation. A no-show is not entitled to a refund for the value of the flight missed. Your return or onward flight segments will also be cancelled but will retain their value and may be rebooked upon request. Depending on the type of ticket initially purchased you may incur a rebooking fee plus the difference in price between the new and old ticket.

If you are running late or are unable to make your original booked flight, we suggest that you rebook for a new flight or advise us at least 45 minutes prior to the departure of your flight via the kulula Contact Centre in order to avoid your flights being cancelled.

3.3 Change of Reservation

3.3.1 Domestic flights

Reservations for a domestic flight can be changed up to 45 (forty five) minutes before the scheduled time of departure of the original flight subject to seats being available on the new flight on the basis as set out in Clause 7 of our terms and conditions. You can change a reservation for a flight subject to the [payment of an administration fee](#) per person per one-way flight plus any difference in the available fare and tax (if applicable) on the new flight. If the available fare is lower on the new flight, no refund will be issued.

3.3.2 International flights

Reservations for an international flight can be changed up 60 (sixty) minutes before the scheduled time of departure of the original flight to the same destination (no route changes allowed), subject to seats being available on the new flight on the basis as set out in Clause 7 of our terms and conditions. You can change a reservation for a flight subject to the [payment of an administration fee](#) per person per one-way flight plus any difference in the available fare and tax (if applicable) on the new flight. If the available fare is lower on the new flight, no refund will be issued.

3.4 Change of Name

Name changes are NOT permitted on domestic or international flights. Once you have made your reservation, names of passengers may not be changed.

ARTICLE 4. : FARES AND CHARGES

4.1 General

Your fare covers transporting you from the airport at the place of departure to the airport at the place of destination, unless we say otherwise. Your fare does not include ground transportation between one airport and another or between the airport and the town terminal. We may charge any surcharge to the fare for your ticket which applies on the date you pay for your ticket, for example a fuel or insurance surcharge.

4.2 Applicable Fares

Subject to Articles 3.3 and 4.3, we or our authorized agent(s) will work out the fare for your ticket which applies on the date you pay for it. The fare will be for travel on the specific dates shown on your ticket. If you want to change your dates of travel, then in addition to paying the administration fee, the fare paid may also increase as set out in Article 3.3.

4.3 Taxes, fees and charges

4.3.1 You must pay any taxes, fees and charges imposed on us or on you by government or any other authorities, or by operators of airports.

4.3.2 When you buy your ticket, we will tell you about any taxes, fees and charges not included in the fare, and they will normally be shown separately on the ticket.

4.3.3 Taxes, fees and charges change constantly and can be imposed or altered after the date we have issued your ticket. If they change or if a new tax, fee or charge is imposed after we have issued your ticket, you will have to pay us any increase.

4.4 Currency

Fares and charges are payable in those currencies acceptable to us, at exchange rates determined by us at the time the ticket is issued.

ARTICLE 5. : RESERVATIONS

5.1 Reservation Requirements

5.1.1 Reservations are not confirmed until recorded as accepted by us, supported by a unique reference number. We will make this unique reference number available to you at the time the ticket is issued.

5.1.2 In accordance with the general practise of low cost carriers, tickets are non-endorsable and subject to applicable South African legislation, a one hundred percent (100%) cancellation fee applies to all fares except as provided for in Article 9 and 10.

5.2 Ticketing Time Limits

If a passenger has not paid for the ticket prior to the expiry of the specified ticketing time limit, we will cancel the reservation.

5.3 Personal Data

5.3.1 We may use the personal information that you provide, including information about how you use our services and facilities ("your personal information") for the purposes of:

- Making a reservation and issuing a ticket;

- Providing you with your transportation and any related services and facilities;
- Accounting, billing and auditing;
- Checking credit or other payment costs;
- Immigration and custom control;
- Security, administrative and legal purposes;
- Statistical analysis;
- Operating frequent flyer programmes (if applicable);
- System testing, maintenance and development;
- Customer relations;
- Helping us in any future dealings with you; and
- Direct marketing and market research (in which case we will give you an opportunity to opt out).

5.3.2 For these purposes and subject to applicable South African legislation, we may release your personal information to:

- Our subsidiary companies;
- Other companies involved in providing you with transportation and related services and facilities;
- Data processors working for us;
- Our agent(s);
- Government and enforcement agencies; and
- Credit and other payment card companies.

5.4 Seating

5.4.1 You may be assigned a seat either by way of a pre paid seat or at check-in, but we cannot guarantee that you will be able to sit in any particular seat. We can change your seat at any time, even after you have boarded the aircraft, as we may need to do this for operational, comfort, safety or security reasons.

5.4.2 Pre paid seats may be booked and paid for during the booking process online, added later on Manage My Booking, through the Contact Centre and at the Airport Ticket Sales Desk up to 24 hours prior to flight departure.

5.4.3 There is a 100% cancellation fee on pre paid seats.

5.5 Special Services

5.5.1 We will try to ensure that special services requested by you when you make your reservation, such as wheelchairs from the airport check-in to the aircraft, are available, subject to the provision of Article 7.3.3. No charge will be made to you for the provision of such services. We will not, however, be liable to you for loss, expense, breach of contract or other damage should we, for any reason, be unable to supply such previously requested service.

5.6 Catering

No free on-board catering service will be provided by us as part of our normal service. Drinks and snacks (a limited variety) will be available for sale on board our flights.

ARTICLE 6: CHECK-IN AND BOARDING

6.1 You must have completed the check-in process by the check-in deadline. If you do not complete the check-in process by the check-in deadline, we may charge you one hundred percent (100%) cancellation fee for the flight you missed and any onward connecting flights will be cancelled too. We highly recommend that you contact us to amend your booking before the departure of your booked flight to ensure that you do not miss and then forfeit your flight/s.

By completing the check-in process, we mean that you have received your boarding pass for your flight.

6.2 You must be present at the boarding gate no later than the time we give you when you check-in. We may decide not to carry you if you fail to arrive at the boarding gate on time.

6.3 We may cancel your reservation if you fail to produce your unique reference number and acceptable means of identification when checking in.

6.4 We will not be liable to you for any loss or expense you suffer if you fail to meet the check-in deadline or fail to be at the boarding gate on time or fail to produce your unique reference number and acceptable means of identification at check-in.

6.5 Online Check-in

6.5.1 Online Check-in is available to all passengers travelling with an e-ticket

6.5.2 Visit kulula.com from 24 hours to 90 minutes prior to the scheduled departure time of your kulula.com flight and follow the simple instructions.

6.5.3 To access your itinerary, you will need your **confirmed booking number** which is to be found on your booking confirmation email.

6.5.4 Passengers who wish to make a change to their booking after they have used the Online Check-in should be aware that this will result in their Online Check-in being cancelled and they will be required to either check-in again online or check-in at the airport.

6.5.5 kulula.com reserves the right to suspend or not to offer Online Check-in for certain flights from time to time. In this case you will need to check-in as per the normal airport check-in procedure.

6.5.6 For passengers travelling with infants, the Online Check-in system, via the booking number will recognise that the passenger is being accompanied by an infant and pre-seat the passenger and infant automatically. For safety reasons, adults with infants on their laps will be restricted to certain seats on the aircraft. Infants can only travel with their legal guardian. Where a passenger using Online Check-in is not identifiable as the parent of the accompanying infant, the passenger may, at the boarding gate, be required to prove guardianship of, or written authority from the parents or guardian to transport the infant.

6.6 Home printed boarding passes

6.6.1 After completing the Online Check in process, you will be supplied with a **computer generated image of a boarding pass** containing the information relevant to your intended flight. This image can be **printed at home** before you leave for the airport. You can reprint your boarding pass by going to the Online Check-in screen and request a reprint alternatively use the self-service kiosk at the airport for this purpose. Home prints need to reveal the entire boarding pass document and have a minimum resolution of 300 dpi. If these conditions are not met, you may be required at the airport to reprint your boarding pass at the check-in counters or the self-service kiosk.

6.7 Baggage drop off and Boarding requirements for online check in and home printed boarding passes

6.7.1 Passengers must deliver baggage to be checked in to the **kulula.com Bag Drop** no later than 30 minutes prior to departure. Failure to deliver your baggage on time will cause this baggage not to be loaded onboard the aircraft. kulula.com reserves the right to refuse acceptance of baggage that does not conform with our **Baggage and Luggage Policies**. For safety reasons, certain dangerous articles must not be carried in passengers' baggage. More information on [dangerous goods](#).

6.7.2 Once you have delivered your baggage, you may proceed directly to Security without reporting to the check-in counters first.

6.7.3 At Security you will need to present your printed boarding pass.

6.7.4 Once you have proceeded through Security, you will need to check the flight information screens in the departure lounge for boarding and gate information. This information will not be contained on your boarding pass.

6.7.5 Passengers must report to the boarding gate at least 20 minutes prior to departure. Failure to arrive at the boarding gate on time will result in you being denied boarding and if necessary your baggage being offloaded from the aircraft.

6.7.6 All passengers using the Online Check-in must present a valid ID book, driver's license or passport for domestic routes or a valid passport for international routes which will be checked at the boarding gate. Any passenger without acceptable means of identification as mentioned above will be refused travel.

6.7.7 Any passenger failing to present their boarding pass at the boarding gate will be required to have their boarding pass re-issued at the kulula.com check-in counters. On return to Security, you will be obliged to re-submit yourself for security screening. kulula.com accepts no liability where such re-issue process results in a passenger missing their flight by failing to report at the boarding gate at the stipulated time before the flights departure.

6.8 Hand luggage (unchecked baggage) restrictions

6.8.1 Passengers travelling with unchecked baggage should ensure that it meets our requirements with respect to number, size and weight of articles being carried and does not contain any sharp or dangerous objects. kulula.com reserves the right to refuse acceptance of unchecked baggage that is not in conformity with our [Baggage and Luggage Policies](#).

6.8.2 Should you carry more than the unchecked baggage allowance, this will be removed from you prior to boarding and you will be required to check it in; this is subject to an extra bag charge. If hand luggage is removed from you at boarding, you may be off-loaded from the flight in order to facilitate the check-in of this additional baggage. Any additional travel cost will be at your expense.

6.8.3 In the event that we have to carry your baggage in the aircraft hold for any reason, you must remove any valuables from this baggage as we will not be held liable for any loss in this regard.

ARTICLE 7. : REFUSAL AND LIMITATION OF CARRIAGE

7.1 Right to Refuse Carriage

We may decide to refuse to carry you or your baggage if one or more of the following has happened or we reasonably believe may happen:

7.1.1 the carriage of you or your baggage may be in breach of any applicable government laws, regulations, or orders;

7.1.2 the carriage of you or your baggage may endanger the safety, health, comfort or convenience of other passengers or crew;

7.1.3 your mental or physical state, including your impairment from alcohol or drugs, presents a hazard or risk to yourself, to passengers, to crew, or to property;

7.1.4 your condition is such that it is likely to interfere with and/or obstruct the crew in the performance of their duties and/or where your condition is likely to cause other passengers discomfort or cause them to complain;

7.1.5 if carrying you or your baggage may affect the comfort of any person in the aircraft;

7.1.6 if you are drunk or under the influence of drink or drugs;

- 7.1.7 if you are, or we reasonably believe you are, in unlawful possession of drugs;
- 7.1.8 if your mental or physical state is in danger or risk to you, the aircraft or any person in it;
- 7.1.9 if you have refused to allow a security check to be carried out on you or your baggage;
- 7.1.10 if you have not paid the applicable fare, taxes or charges;
- 7.1.11 if you have not obeyed the instructions of our ground staff or a member of the crew of the aircraft relating to safety or security;
- 7.1.12 if you have used threatening, abusive or insulting words towards our ground staff or a member of the crew of the aircraft;
- 7.1.13 You have behaved in a threatening, abusive, insulting or disorderly way towards a member of our ground staff or a member of the crew of the aircraft;
- 7.1.14 You have deliberately interfered with a member of the crew of the aircraft carrying out his/her duties;
- 7.1.15 You have put the safety of either the aircraft or any person in it in danger;
- 7.1.16 You have made a hoax bomb threat;
- 7.1.17 You have committed a criminal offence during the check-in or boarding process or on board the aircraft;
- 7.1.18 You do not appear to have valid travel documents, may seek to enter a country through which you may be in transit, or for which you do not have valid travel documents, destroy your documentation during flight or refuse to surrender your travel documents to the flight crew, against receipt, when so requested;
- 7.1.19 You are unable to produce your unique reference number together with acceptable means of identification or the identification produced does not accord with the name in our reservation system;
- 7.1.20 if you destroy your travel documents during flight;
- 7.1.21 if you refuse to allow us to photocopy your travel document;
- 7.1.22 if you have refused to give your travel documents to a member of the crew of the aircraft, when we have asked you to do so;

7.1.23 if you ask the relevant government authority for permission to enter a country in which you have landed as a transit passenger;

7.1.24 if carrying you would break government laws, regulations or orders;

7.1.25 if you have refused to give us information which a government authority has asked us to provide about you;

7.1.26 You have not presented a valid ticket;

7.1.27 You have presented a ticket acquired illegally;

7.1.28 You have presented a ticket which has been reported as being lost or stolen;

7.1.29 You have presented a counterfeit ticket;

7.1.30 You have presented a ticket with an alteration made neither by us or our authorized agents;

7.1.31 You cannot prove you are the person named in the ticket;

7.1.32 if you have changed your transportation other than in accordance with Article 3.3 and Article 3.4;

7.1.33 if you have failed to present your unique reference number, South African ID documents, South African driver's license or valid passport or other acceptable means of identification, or your boarding pass or your travel documents to us when reasonably asked to do so;

7.1.34 if you have failed to complete the check-in process by the check-in deadline;

7.1.35 if you have failed to arrive at the boarding gate in time;

7.1.36 You have behaved in a way mentioned above or in connection with a previous flight and we believe you may repeat this behaviour;

7.1.37 You fail to observe our instructions with respect to safety or security;

7.1.38 If you have refused or failed to undergo a health screening or a health examination requested by us or by a government or enforcement agency.

7.2 Our right to refuse to carry you when we have banned you from our route network

7.2.1 we will be entitled to refuse to carry you or your baggage if we have given you a banning notice and you have bought your ticket while the ban applies;

7.2.2 by a banning notice we mean a notice we have given to you informing you that you are banned from being carried on our route network. (This means that you are banned from travelling on all flights we operate.) This notice will give the date when the ban comes into force and the period for which it applies. A banning notice will also ask you not to buy a ticket or ask or allow anyone to do so for you.

7.2.3 If you purchase a ticket and intend to travel on our services while the banning notice is in force, we will refuse to carry you.

7.3 Special Assistance

7.3.1 Passengers with special needs who book their tickets over the telephone must advise our Contact Centre of their requirements at the time of reservation. Passengers wishing to purchase tickets over the Internet must contact our Contact Centre prior to making their reservation, to give details of their requirements;

7.3.2 We are unable to accept those passengers with a level of disability which requires the presence of a Care Assistant, unless a Care Assistant is travelling to accompany the passenger;

7.3.3 There is a limited number of wheelchair passengers accepted per flight. We will only accept groups of more than two wheelchair passengers by prior arrangement. Wheelchair facilities can be provided at the airport for passengers who are completely immobile and cannot walk unaided, or are unable to climb the aircraft steps, or cannot walk long distances;

7.3.4.1 We do not accept unaccompanied children for travel. Unaccompanied young persons must be 12 (twelve) years or over to be accepted;

7.3.4.2 Children under 12 years of age cannot travel without an adult aged 16 years or older who must take responsibility for the child;

7.3.4.3 [Infants](#) under the age of 2 years (on the date of travel) must sit on an accompanying adult's lap;

7.3.5 Carriage of pregnant women, persons with illnesses and other persons requiring special assistance is subject to prior arrangement with us;

7.3.6 We may decide not to carry pregnant women, passengers who are ill, passengers who are disabled, passengers who have limited mobility or need special help, if arrangements to carry them have not been made before check-in.

ARTICLE 8. : BAGGAGE

8.1 Free baggage allowance

We will carry some of your baggage free of charge, subject to our terms and conditions and limitations.

8.2 Excess baggage

You will be required to pay a charge for carriage of baggage in excess of the free baggage allowance. These rates are set out under [baggage](#) in the kulula.com customer care flight information.

8.3 Items unacceptable as baggage

8.3.1 You must not include in your baggage (whether as checked baggage or unchecked 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 Organisation (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, to or over;

8.3.1.3 items which we reasonably consider as unsuitable for carriage because they are dangerous, unsafe, too heavy, too big, fragile or perishable or because of their shape or character. In deciding if items are unsuitable for carriage, we will take account of the type of aircraft being used. We will only accept baggage for carriage if it and its contents can withstand ordinary handling and if its weight, size and character render it suitable for carriage on the particular aircraft on which it is to be carried, unless you release us from all liability with regards to damage and loss that may occur.

8.3.2 If we discover that you are carrying items which are forbidden as set out in Clause 8.3.1, we will refuse to carry them. Please ask us or our authorized agent(s) for information about forbidden items if you need it.

8.3.3 If, despite being prohibited, any items referred to in Article 8.3.1 are included in your baggage, we shall not be responsible for any loss or damage to such items.

8.4 Firearms

As from 1 March 2013 we will no longer carry any firearms on board our flights.

8.5 Dangerous items you must not take with you on the plane

8.5.1 You must not take any item into the aircraft cabin if we tell you that we reasonably believe that its presence there would affect the safety and security of the aircraft or any person in it. You must not take any item into the aircraft cabin which you are forbidden from taking into the aircraft cabin by law.

8.5.2 You must not take antique, toy or replica guns into the aircraft cabin.

8.5.3 You must not take swords, knives, archery bows, arrows or similar weapons into the aircraft cabin.

8.5.4 We may tell you either to check in items referred to in Clauses 8.5.1, 8.5.2 or 8.5.3 as checked baggage or refuse to carry them altogether.

8.6 Fragile or perishable items must not be packed in baggage, checked into the hold.

You must not include in your checked baggage fragile or perishable items or items of special value such as but not limited to:

- contact or corneal lenses, sunglasses, prescription glasses or spectacles, medication,
- share certificates, bonds, business documents or samples, passports and other identification documents, other valuable documents, cameras and other photographic equipment, telescopes and binoculars,
- audio/video equipment (including radios, cassette/compact disc players, ipods, mp3 and mp4 players, camcorders, CD, DVD, video, televisions, and other similar audio and video equipment),
- mobile phones, satellite navigation equipment, computers and computer equipment (including PDAs, personal organisers, laptops, notebooks, iPads, netbooks and the like), computer games equipment (including consoles, games and peripherals),
- wallets, purses, money,
- jewellery, watches, precious and semi-precious stones and articles made of or containing gold, silver or other precious metals
- furs or other clothing deemed to be of special value

We are not responsible for loss of or damage to forbidden items.

8.7 If, despite the fact that an item is forbidden under Clauses 8.3, 8.5 or 8.6, you included it in your baggage, we will not be responsible for any loss or damage caused to it.

8.8 Right to Refuse Carriage

8.8.1 We will refuse to carry as baggage the items described in Article 8.3 and Article 8.5, and we may refuse further carriage of any such items on discovery.

8.8.2 We may refuse to carry as baggage any item because of its size, shape, weight, contents or character, or for safety or operational reasons, or in the interests of the comfort and convenience of other passengers.

8.8.3 We may carry on later flights baggage which is in excess of your free baggage allowance.

8.8.4 We will refuse to carry checked baggage if we reasonably believe that it is not properly and securely packed in suitable containers.

8.9 Our right to Search, Screen and X-Ray you and your baggage

8.9.1 For reasons of safety and security you may be searched and screened and your baggage will be searched, screened or X-Rayed.

8.9.2 If a search or screening causes damage to you, or a search, screening or X-Ray causes damage to your baggage, we will not be liable for the damage unless it was caused by our gross negligence or fault.

8.10 Checked Baggage (Baggage checked into the hold)

8.10.1 On delivery to us of your baggage which you wish to check in or of your baggage which we require you to check in prior to boarding we will take custody of, and issue a baggage identification tag for each piece of your checked baggage.

8.10.2 Checked baggage must have your name or other personal identification affixed to it.

8.10.3 Checked baggage will, wherever possible, be carried on the same aircraft as you, unless we decide for safety, security or operational reasons to carry it on an alternative flight. If your checked baggage is carried on a subsequent flight we will deliver it to you, unless applicable law requires you to be present for customs clearance.

8.11 Unchecked baggage (Baggage you carry onto the plane)

8.11.1 We may specify maximum dimensions for baggage which you carry on to the aircraft. If we have not done so, baggage which you carry onto the aircraft must fit under the seat in front of you or in an enclosed storage compartment in the cabin of the aircraft. If your 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. In the event that we have to remove your baggage from the cabin, it will be carried as checked baggage in the aircraft hold and you must remove any valuables from your baggage. We will not be held liable for any loss of any valuables contained in baggage.

8.11.2 We will when cabin space permits, allow you to carry a "laptop" personal computer, over and above your [unchecked baggage allowance](#).

8.11.3 Objects not suitable for carriage as checked baggage (such as delicate musical instruments, large and fragile items), and which do not meet the requirements in Article 8.11.1 above, will only be accepted for carriage in the passenger cabin if you have given us notice in advance and permission has been granted by us. You will have to pay a separate extra baggage charge for this service which is only payable at the airport and the carriage of such baggage is subject to the signing of a limited release tag releasing us of all liability in respect of damage or loss to such items. No guarantee is given that such objects will be carried on the same flight as you. We accept no liability for loss or damage to such articles.

8.12 Collection and Delivery of Baggage

8.12.1 Unless Clause 8.10.3 applies, you are required to collect your checked baggage as soon as it is made available at your place of destination. Should you not collect it within a reasonable time, we may charge you a storage fee. Should your checked baggage not be claimed within three (3) months of the time it is made available, we may dispose of it without any liability to you.

8.12.2 Only the bearer of the baggage check or baggage identification tag is entitled to delivery of the checked baggage.

8.12.3 If a person claiming checked baggage is unable to produce the baggage check or identify the baggage by means of a baggage identification tag, we 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.

8.13 Animals

8.13.1 kulula.com accepts animals for travel on our domestic flights in the pressurised hold of the aircraft. Customers wishing to carry animals on kulula.com flights must adhere to the following terms and conditions:

8.13.1.1 On domestic flights (within the Republic of South Africa), the following will apply:

- Arrangements have to be made with BidAir Cargo at least 48 hours prior to departure on 0800 22 11 39. BidAir Cargo (Pet Lounges) will quote and charge the applicable rate.
- We will not accept live animals at airport check-in counters, with the exception of Service Dogs.
- Live animals must be taken to BidAir Cargo 2 hours prior to departure for domestic flights.
- The live animal must travel in a container as per the specifications listed in the IATA Live Animals Regulations.
- Should you have more than one live animal travelling, each live animal must be contained in a separate container.
- Acceptance for carriage of live animals is subject to the condition that the customer assumes full responsibility for its transportation; that the live animal is in good health and fit to travel at the time of its transportation.
- Unless carrying the live animal on a kulula.com flight is covered by any liability clause as listed in our conditions of carriage, kulula.com will not be responsible for its loss, delay, sickness, injury or death unless kulula.com have been grossly negligent.
- Under no circumstances will a live animal be allowed to travel in the cabin, unless it is a Service Dog meeting the requirements set out in Article 8.14.1 below.

In accordance with international standards the following will not be accepted for carriage:

- Puppies under 8 weeks old.
- All Mammals declared to be pregnant unless accompanied by a veterinary health certificate certifying that the live animal is fit to travel and less than 6 weeks into the gestation period, and there is no risk of birth occurring during the journey.
- Nursing females with suckling young.

8.13.1.2 On regional flights (by which we mean all flights other than domestic flights) the following will apply:

- Arrangements have to be made with BidAir Cargo at least 48 hours prior to departure on 0800 22 11 39. BidAir Cargo (Pet Lounges) will quote and charge the applicable rate.

- We will not accept live animals at airport check-in counters, with the exception of Service Dogs.
- Live animals must be taken to BidAir Cargo 4 hours prior to departure for regional flights (destinations outside Republic of South Africa).
- The live animal must travel in a container as per the specifications listed in the IATA Live Animals Regulations.
- Should you have more than one live animal travelling, each live animal must be contained in a separate container.
- Acceptance for carriage of live animals is subject to the condition that the customer assumes full responsibility for its transportation; that the live animal is in good health and fit to travel at the time of its transportation.
- Unless carrying the live animal on a kulula.com flight is covered by any liability clause as listed in our conditions of carriage, kulula.com will not be responsible for its loss, delay, sickness, injury or death unless kulula.com have been grossly negligent.
- Under no circumstances will a live animal be allowed to travel in the cabin, unless it is a Service Dog meeting the requirements set out in Article 8.14.1 below if applicable law permits it and if the necessary arrangements are in place at the relevant airports.
- Service Dogs meeting the requirements set out in Article 8.14.1 below will be carried free provided that we may make a charge if an adjacent seat has to be withdrawn from use to accommodate a passenger with disabilities and the accompanying Service Dog.
- Dogs that do not meet the kulula.com requirements for Service Dogs cannot be taken into the aircraft cabin, and will have to be checked in as set out below and carried as cargo as per Article 8.13.1.1. All other live animals must be carried as cargo. These animals (including unaccompanied live animals but excluding Service Dogs that cannot be carried in the cabin) will not be checked in at the airport.
- Such animals must be taken to BidAir Cargo for check in.
- We will only carry animals if it will be legal for them to arrive at your final destination.

In accordance with international standards the following will not be accepted for carriage:

- Puppies under 12 weeks old.
- All Mammals declared to be pregnant unless accompanied by a veterinary health certificate certifying that the live animal is fit to travel and less than 6 weeks into the gestation period, and there is no risk of birth occurring during the journey.
- Nursing females with suckling young.

8.13.1.3 On all flights (by which we mean both domestic and regional) the following will apply to the carriage of live animals (Excluding Service Dog meeting the requirements set out in Article 8.14.1 below):

- You must make sure that all live animals are put in proper, adequate and secure containers.
- You must present all health and vaccination certificates, entry permit, transit permits, exit permits and other documentation needed for the animal.

- Unless carrying the live animal is covered by our liability rules or the liability rules of the Convention, we will not be responsible for their loss, sickness, injury or death unless we have been grossly negligent.
- We are not liable to you for any loss you suffer because you do not have the health and vaccination certificates, entry permits, transit permits, exit permits and other documents needed for your live animals. You must repay us any fines, costs, charges, losses or liabilities we have paid or suffered because you did not have these documents.
- From time to time we adopt regulations for carrying live animals.

8.14 Carriage of Service Dogs

8.14.1 Subject to Article 8.14.2 below, only Service Dogs trained by the Guide Dog Association of South Africa or other organization affiliated with Assistance Dogs International or the International Guide Dog Federation and utilised to assist passengers with a recognised disability shall be accepted for carriage in the cabin.

8.14.2 Service Dogs undergoing training and accompanied by a dog trainer from one of the organisations mentioned in Article 8.14.1 above will also be carried in the cabin.

8.14.3 Passengers assisted by Service Dogs shall provide kulula.com with the following:

- A medical certificate, signed by a medical practitioner, certifying that the passenger has a recognised medical disability requiring the assistance of a Service Dog;
- A certificate from one of the organisations specified in Article 8.14.1 above confirming that the Service Dog has received the necessary functional and familiarisation training.

ARTICLE 9. : SCHEDULES, CANCELLATION OF FLIGHTS

9.1 Schedules

9.1.1 The flight times shown on the timetable may change between the date of publication and the date you actually travel. We do not guarantee these flights to you and they do not form part of your contract or carriage with us.

9.1.2 Before we accept your reservations, we or our authorized agent(s) will tell you the scheduled departure time of your flights. We may need to change the scheduled departure time of your flight after your ticket has been sent to you. If you give us or our authorized agent(s) contact information, we or they will try to let you know about any changes.

9.1.3 If, after you buy your ticket

- we make a significant change to the scheduled departure time of your flight;
- you find this change unacceptable; and
- we or our authorized agents cannot book you on another flight which you are prepared to accept

We will give you a refund in accordance with Article 10. You will be required to change any booked car hire or hotel accommodation and we will not accept liability for failure to make such changes.

9.1.4 If we and other carriers are involved in performing carriage for you under one ticket, or under a conjunction ticket, we will regard the carriage as a single operation for the purposes of the Convention. If we issue a ticket for you to be carried on another carrier or check in baggage for carriage on another carrier, we only do so as agent for that carrier. If you have a claim for checked baggage, you may make it against the first or last carrier or against the carrier performing the carriage during which the damage took place.

9.2 Cancellation, rerouting, etc

9.2.1 We will take all reasonable measures necessary to avoid delay in carrying you and your baggage

9.2.2 If we cancel a flight or delay a flight by more than five (5) hours, we shall use our reasonable endeavours to advise you via telephone, sms or e-mail. Then we shall either:

9.2.2.1 carry you on another of our scheduled services on which space is available without additional charge and where necessary extend the validity of your ticket, or

9.2.2.2 carry you on the services of a comparable service provider at no additional charge provided space is available and provided further that we have an agreement in place with such comparable service provider

9.2.2.3 If neither of the above alternatives is available, we will make a refund in accordance with the provisions of Article 10.

9.2.3 The above remedies are the only remedies available to you and we will have no further liability to you except as may be provided by any law which may apply.

9.3 Denied Boarding Compensation

9.3.1 If you are denied boarding against your will, other than for a Force Majeure event, on a flight for which you have both a valid ticket and confirmed reservation, we will pay you compensation as may be required by any law that applies. This will not apply if you fail to meet the check-in or boarding requirements or we exercise our right to refuse to carry you, as set out in Article 7.1. No denied boarding compensation will be paid in respect of infant fees.

ARTICLE 10. : REFUNDS

10.1 In accordance with the general practice of low cost carriers and subject to applicable South African legislation, all fares carry a one hundred (100) percent cancellation fee except as provided in 10.2

10.2 A full refund will be made:

10.2.1 if we cancel a flight and are unable to accommodate you as provided for in Articles 9.1.3 and 9.2 of the Conditions of Carriage and Article 15 of the Terms and Conditions;

10.2.2 if a flight is delayed on the day of departure by five (5) hours or more beyond the scheduled time of departure and you opt not to travel as provided for in Article 9.2;

10.2.3 if you are denied boarding against your will and we are unable to re-accommodate you on an alternate flight that is suitable for your requirements;

10.2.4 if the ticket was purchased as a result of a direct marketing campaign where the transaction is rescinded within five (5) business days of it being concluded;

10.2.5 if a customer is not able to travel as a result of the customer themselves being hospitalised and such application is accompanied by proof of hospitalisation;

10.2.6 in the unfortunate circumstance of the death of a customer and upon submission of a copy of the death certificate reflecting the details of the ticketed passenger.

10.2.7 as provided for in the fare rules applicable to the ticket purchased

10.2.8 for additional bags purchased provided the transaction is refunded or cancelled prior to check-in.

10.2.9 In the event that we do not provide a pre paid seat or a similar seat due to operational, safety or security requirements.

10.3 Upon request, any unflown airport taxes will be refunded in a situation where a passenger has cancelled or missed their flight (no-showed) and one hundred percent (100%) cancellation fee has been applied to the fare for that flight sector and/or any onward flight sectors.

10.4 All refunds that are made will be made in South African Rands ("ZAR") only, unless we in our sole discretion agree otherwise.

10.5 You must, if you are entitled to a refund, prove to us that you are the person named on the ticket or, if this applies, the person who pays for the ticket. If the ticket has been paid for by someone other than the passenger named on it and it says that there is a restriction on a refund, we will only make a refund to the person who paid for the ticket.

ARTICLE 11. : BEHAVIOUR ON THE AIRCRAFT

11.1 Unacceptable Behaviour

If, while you are on board the aircraft, we reasonably believe that you have:

- Put the aircraft, or any person in it, in any danger;
- Deliberately interfered with the crew in the carrying out of their duties;

- Failed to obey the instructions of the crew relating to safety or security;
- Failed to obey the seatbelt or no smoking signs;
- Committed a criminal offence;
- Allowed your physical or mental state to become affected by drink or drugs;
- Fail to obey the crew's instructions relating to drink or drugs;
- Made a hoax bomb threat;
- Threatened, abused or insulted the crew or other passengers;
- Behaved in a threatening, abusive, insulting or disorderly way towards the crew or other passengers; or
- Behaved in a way which causes discomfort, inconvenience, damage or injury to the crew or other passengers:

we may take any measures we think reasonable to prevent you continuing your behaviour. When the aircraft lands

we may decide to:

- Make you leave the aircraft;
- Refuse to carry you on the remaining sectors of the journey shown on your ticket; and

Report the incident on board the aircraft to the relevant authorities with a view to them prosecuting you for any criminal offence you might have committed.

11.2 Diversion Costs caused by unacceptable behaviour

If, as a result of your behaviour, we divert the aircraft to an unscheduled place of destination and make you leave the aircraft, you must pay us the reasonable and proper cost of the diversion.

11.3 Using Electronic Devices on board the aircraft

For safety reasons, we may decide not to allow you to use electronic devices when you are on board the aircraft, including

- Mobile phones;
- laptop computers;
- Personal recorders;
- Personal radios;
- MP3, cassettes and CD players;
- Electronic games; or
- Transmitting devices (for example, radio controlled toys and walkie-talkies).

You must not use these items when we have told you that they are not allowed.

We will allow you to use hearing aids and heart pacemakers.

ARTICLE 12. : ARRANGEMENTS FOR ADDITIONAL SERVICES

12.1 Services provided by other companies

If we

- Arrange for another company (such as a tour operator, car hire company, hotel company, or an airport transfer service), to provide any land or other forms of transport or other services for you; or
- Issue you with a ticket or a voucher or any other form of confirmation relating to such land or other forms of transport or other services;

we are only acting as your agent in making the arrangements or issuing the tickets, vouchers or confirmation. The terms and conditions of the company providing the services will apply.

12.2 Liability for services provided by other companies

We shall have no liability to you in respect of such transportation or services (including for any act or omission, non-provision or delay) whether in breach of contract or otherwise, except for liability for gross negligence on our part in making such arrangements, which liability shall be subject to and limited by the provisions of Article 15.

ARTICLE 13. : ADMINISTRATIVE FORMALITIES

13.1 General

13.1.1 You 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 you transit.

13.1.2 We 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, you 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. We reserve the right to refuse carriage if you have not complied with these requirements, or your travel documents do not appear to be in order.

13.3 Refusal of Entry

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

13.4 Passenger Responsible for Fines, Detention Costs, etc

If we are required to pay any fine or penalty or to incur any expenditure by reason of your failure to comply with laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents, you shall reimburse us on demand any amount so paid or any expenditure so incurred. We may apply

towards such payments or expenditure the value of any unused carriage on your ticket, or any of your funds in our possession.

13.5 Customs Inspection

If required, you shall attend inspection of your baggage, by customs or other Government officials. We are not liable to you for any loss or damage suffered by you in the course of such inspection through your failure to comply with this requirement.

13.6 Security inspection

You shall submit to any security checks by Governments, airport officials, carriers or by us.

ARTICLE 14. : SUCCESSIVE CARRIERS

If we and other carriers are involved in performing carriage for you under one ticket, or under a conjunction ticket, we will regard the carriage as a single operation for the purposes of the Convention. However, please read Article 15.6.1.

ARTICLE 15. : LIABILITY FOR DAMAGE

15.1 Applicability

These conditions of carriage govern our liability to you.

15.2 International Carriage is governed by the Convention as modified by this clause.

Unless otherwise provided for in this Article 15 or in these conditions of carriage, the liability rules of the Convention, as varied by the rest of this Clause 15, will apply to international carriage, as defined in the Convention.

15.3 Our Liability for the Death, wounding or other bodily injury of passengers

15.3.1 In respect of international carriage to which the Convention applies:

15.3.1.1 Our liability for proved damages sustained in the event of death, wounding or other bodily injury to a passenger in the event of an accident shall not be subject to any financial limit, whether defined by law, Convention or contract.

15.3.1.2 For any damage up to the sum of the equivalent of 113 100 SDR's, we shall not exclude or limit our liability by proving that we or our agents have taken all necessary measures to avoid the damage or that it was impossible for us or our agents to take such measures.

15.3.1.3 Notwithstanding the provisions of Clause 15.3.1.2, if we prove that the damage was caused by, or contributed to by, the negligence of the injured or deceased passenger, we may be exonerated wholly or partly from liability in accordance with applicable law.

15.3.1.4 To the extent that damage under this clause 15.3.1 may potentially exceed 113 100 SDR's, they will be reduced accordingly if we prove that the damage was not due to the negligence or other wrongful act or omission of us or our agents or that the damage was solely due to the negligence or other wrongful act or omission of a third party.

15.3.1.5 We shall, without delay and in any event not later than 15 (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 the basis proportionate to the hardships suffered.

15.3.1.6 Without prejudice to Clause 15.3.1.5, an advance payment shall not be less than the equivalent of 16000 SDR's per passenger in the event of death.

15.3.1.7 An advance payment shall not constitute recognition of our liability.

15.3.1.8 An advance payment may be offset against any subsequent sums paid on the basis of our liability.

15.3.1.9 An advance payment is not returnable, except in the case described in Clause 15.3.1.3 or in circumstances where it is subsequently proved that the person who received the advance payment was not the person entitled to compensation.

15.3.1.10 We are not responsible for any illness, injury or disability, including death, attributable to your physical condition or for the aggravation of such condition.

15.3.2 For transportation which is wholly within the borders of the Republic of South Africa ("Domestic Carriage") and which is not international carriage to which the Convention applies:

15.3.2.1 Our liability for damages sustained in the event of death, wounding or other bodily injury by a passenger in the event of an accident shall be limited to the sum of 113 100 SDR's.

15.3.2.2 We shall be insured up to the limits of liability set out in this clause 15.3.1 and after that up to a reasonable level.

15.3.2.3 Our liability as set out in this clause 15.3.2 shall be excluded or limited if we are able to prove that we or our agents have taken all necessary measures to avoid the damage or that it was impossible for us or our agents to take such measures.

15.3.2.4 In addition to the provisions of Clause 15.3.2, if we prove that the damage is caused by, or contributed to by, the negligence of the injured or deceased passenger, we may additionally be exonerated wholly or partly from liability in accordance with applicable law.

15.3.2.5 We are not responsible for any illness, injury or disability, including death, attributable to your physical condition, or for the aggravation of such condition.

15.4 Our Liability for damage to Baggage

15.4.1 We are not liable for damage to unchecked baggage (other than damage caused by delay, which is governed by Clause 15.4.4 below) unless such damage was caused by our gross negligence or the gross negligence of our agents. We shall further not accept liability for the damage such as scratches, scuff, stains, dents, cuts and dirt resulting from normal wear and tear or water damage to non-waterproof baggage, damages or loss of protruding parts such as wheels, straps, pull handles or other items that are attached to baggage or items lost as a result of badly packed luggage.

15.4.2 For International Carriage (i.e. flights which do not constitute Domestic Carriage), our liability for damage to your baggage, including damage caused by delay, is limited by the Convention to 1131 SDR's except where you prove that the damage resulted from an act or omission by us or our agents carried out either with the intention of causing damage or recklessly and with the knowledge that damage would probably result and you prove that our employees or agents responsible for the act or omission were acting within the course and scope of their employment.

15.4.3 For Domestic Carriage (carriage wholly within the Republic of South Africa), our liability for damage to checked baggage is limited to:

- 17 SDR's (US\$20) for each kilo of your checked baggage; and
- 332 SDR's (US\$400) for all your unchecked baggage.

If the weight of your checked baggage is not recorded on the baggage check, we will presume that it is not more than the free baggage allowance for the class of carriage concerned.

15.4.4 We are not liable for damage to baggage or damage caused by delay if we prove that we or our agents took all reasonable measures to avoid the damage or it was impossible for us or our agents to take such measures or due to any Force Majeure Event.

15.4.5 We are not liable for any damage caused by your baggage. You shall be responsible for any damage caused by your baggage to other persons or property, including our property.

15.4.6 We shall have no liability whatsoever for loss of or damage to articles not permitted to be contained in checked baggage under Articles 8.3, 8.5 and 8.6, including fragile or perishable items, items having a special value, such as money, jewellery, precious metals, computers, cellular phones, personal electronic devices, negotiable papers, securities, or other valuables, business documents, passports and other identification documents, or samples, whether or not such baggage was handed over to a member of our staff or to our agents.

15.5 Our liability for damage caused by delay to passengers

15.5.1 For International Carriage only

15.5.1.1 Our liability for damage caused to a passenger by delay is limited by the Convention to 4694 SDR's.

15.5.1.2 We are not liable for damage to passengers caused by delay if we prove that we and our agents took all reasonable measures to avoid the damage or that it was impossible for us or our agents to take such measures.

15.6 General

15.6.1 If we:

- Issue a ticket for you to be carried on another carrier; or
- Check in baggage for carriage on another carrier;

we only do so as an agent for that carrier.

If you have a claim for checked baggage, you may make it against the first or last carrier or against the carrier performing the carriage during which the damage took place.

15.6.2 We are not liable for any damage arising from our compliance with or your failure to comply with applicable laws or Government rules and regulations.

15.6.3 Our liability, if any, shall be limited to proven compensatory damages, and in any event, we shall not be liable for indirect, consequential, or any other form of non-compensatory damages.

15.6.4 The contract of carriage, including these conditions of carriage and exclusions or limits of liability, applies to our authorized agents, servants, employees and representatives to the same extent as they apply to us. The total amount recoverable from us and from such authorized agents, employees, representatives and persons shall not exceed the amount of our own liability, if any.

15.6.5 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.

15.6.6 Nothing in these conditions of carriage:

- Prevents us from excluding or limiting liability under the Convention or any laws which apply; or
- Gives up any defence available to us under the Convention or any law which apply, against any public social insurance body or any person liable to pay, or who has paid, compensation for the death, wounding or other injury of a passenger.

ARTICLE 16. : TIME LIMITATION ON CLAIMS AND ACTIONS

16.1 Notice of Claims

16.1.1 If the person with a baggage check or a baggage identification tag receives checked baggage without complaint, this will be sufficient evidence that the checked baggage has been delivered in good condition and according to the contract of carriage, unless you prove otherwise.

16.1.2 If you wish to file a claim or an action regarding damage to checked baggage, you must notify us as soon as you discover the damage, and at the latest within seven (7) days of receipt of the baggage. If you wish to file a claim or an action regarding delay of checked baggage, you must notify us within twenty-one (21) days from the date the baggage has been placed at your disposal. Every such notification must be made in writing.

ARTICLE 17. : ACTION FOR DAMAGES MUST BE BROUGHT WITHIN 2 (TWO) YEARS

You will have no right to damages if an action is not brought within 2 (two) years calculated from:

- The date of arrival at the passenger's destination;
- The date on which the aircraft ought to have arrived; or
- The date on which the carriage stopped.

The method of calculating the period of limitation will be determined by the law of the court where the case is heard.

ARTICLE 18. : OUR REGULATIONS

When we carry you or your baggage, you must obey our regulations. These concern, amongst other things:

- Unaccompanied children;
- Passengers with limited mobility
- Pregnant women and sick passengers;
- Carrying animals;
- Restrictions on using electronic devices on board the aircraft;
- Smoking and drinking alcohol on board the aircraft;
- Forbidden items in baggage; and
- Limits on the measurements, size and weight of baggage.

ARTICLE 19. : MODIFICATION AND WAIVER

None of our authorized agents, servants, employees or representatives has authority to alter, modify or waive any provision of these conditions of carriage.

ARTICLE 20. : APPLICABLE LAW

20.1 Carriage is subject to the law of the Republic of South Africa and this agreement shall be interpreted according to the laws of South Africa.

20.2 The headings of each paragraph are inserted for convenience only and have no separate bearing when interpreting the agreement which must be interpreted as a whole.

20.3 For Domestic Carriage, any action taken against us shall be taken in the Republic of South Africa in the Court which has jurisdiction over us. Consequently you hereby consent to the jurisdiction of the High Court of South Africa in respect of any action whatsoever that may be taken by you against us.