

## IMPORTANT TRAVEL INFORMATION FOR INTERNATIONAL FLIGHTS

Children under the age of 18 are required to travel with their original unabridged birth certificate when flying from and to the Republic of South Africa. Please visit <http://www.dha.gov.za/files/Brochures/Immigrationleaflet.pdf> for current requirements.

Visa's: Please check the visa requirements for all countries being visited on the flight and ensure that if a visa is required that each passenger has the applicable valid visa within the passport they will be travelling on.

Vaccinations: Please check to see if you require to carry a vaccination card with you and if so, please ensure that any required vaccinations are up to date in your vaccination card. Be aware that you may need to have a vaccination to re-enter South Africa after visiting certain countries.

## TERMS & CONDITIONS

### 1. This Quotation:

- 1.1. Is inclusive of VAT. If this is an international flight the VAT will be Zero Rated.
- 1.2. Is aircraft specific and is thus subject to aircraft serviceability and availability.
- 1.3. Is subject to industry and related fuel price fluctuations.
- 1.4. Is subject to [Currency]/ZAR (Rand) exchange rate fluctuations. The Rand Exchange Rate to the [Currency] is calculated at [ExchangeRate].
- 1.5 To see the items that are included or excluded in this quotation please refer to page 2 of the quote. Any additional information will be mentioned on page 1 under notes.

2. Should there be any enroute changes or delays as a result of compliance with the requirements of international law or national legislation or subordinate legislation; you or your passenger's changed requirements, unavailability of the aircraft beyond Owenair (Pty) Ltd's reasonable control; safety of the aircraft; safety of the aircraft's crew; and/or safety of you or your passengers, any additional costs arising from such changes and/or delays (excluding the costs of repairing the aircraft, but including the costs of arranging an alternative aircraft) shall become payable by you in addition to the quoted price.

2.1 Should there be any enroute changes or delays as a result of compliance with the requirements of clients/passengers, the quotation shall be subject to a new quotation which will be accepted and paid for prior to the additionally required flying being commenced.

3. Payment: shall be made no later than 48 hours prior to departure by either bank guaranteed cheque, direct bank deposit, or credit card. Kindly effect payment directly into the following bank account for direct deposits:

Bank: FNB First National Bank Epping Branch

Account Number: 51350016891

Branch Code: 200810

Account Name: Owenair (Pty) Ltd

4.0 Cancellation Policy: Upon quote acceptance by way of either signing the quotation and/or payment for the flight please note that a 100% cancellation fee will be applied.

4.1 A relaxation of our 100% cancellation policy may at our sole discretion be considered, and such relaxation would be applied as follows:

4.1.1 Cancellation charge percentage and timing subject to relaxation being applied:

From booking – 25% of the quote value

7 – 4 Days prior to Departure – 25% of the quote value

3 – 1 Days prior to Departure – 75% of the quote value

24 hours prior to Departure or 'No Show' - 100%

4.1.2 In the event that United Charter Services uses its sole discretion to relax its 100% cancellation policy, the clients balance less the applicable cancellation charge percentage as per the above timing will be held as a credit in the clients name and shall not be considered to be a cash refund. In such circumstances, the clients credit balance will remain valid for six (6) months after which the available credit shall fall away.

5. Smoking is not permitted on-board Owenair (Pty) Ltd flights.

6. Passenger baggage is limited to small bags which may easily be loaded into the aircraft and must not exceed 20 Kilograms.

7. Dangerous goods must be declared as per dangerous goods regulations. Goods must be packaged and marked correctly according to the appropriate authorities. Copies of relevant regulations are available from Owenair (Pty) Ltd on request.

8. This quotation is valid for 30 days.

9. You hereby indemnify Owenair (Pty) Ltd from any claim or damage which Owenair (Pty) Ltd may suffer from the flight, other than claims or damage caused by Owenair (Pty) Ltd own negligent or willful misconduct.

10. In the case of domestic carriage, claims by you or your passengers arising from injury or death shall be brought within 2 years of the flight and claims for lost or damaged baggage shall be notified to Owenair (Pty) Ltd in writing within 7 days of the end the flight, failing which the claim shall lapse.

11. Time is not of the essence and Owenair (Pty) Ltd shall not be liable for any damages you and/or your passengers may suffer arising from delays due to compliance with the requirements of international law or national legislation or subordinate legislation; you or your passenger's changed requirements; unserviceability of the aircraft beyond reasonable control; safety of the aircraft; safety of the aircraft's crew; and/or safety of you or your passengers.

12. Signature of this document shall (in the absence of any prior agreement to the contrary, signed by both your passengers (whether personally or through the agency of yourself) and Owenair (Pty) Ltd) constitute a contract of carriage between yourself and Owenair (Pty) Ltd and you acknowledge on behalf of your passengers (you hereby warranting your authority to give such acknowledgement on their behalf) that no contract of carriage will exist between your individual passengers and Owenair (Pty) Ltd, notwithstanding the issue to them by of a passenger ticket or not.

13. Should any terms of this document be at variance with any charter; aircraft operations management, air transport; operations services; or charter agency agreement already concluded and signed between yourself and/or your passengers and Owenair (Pty) Ltd, the latter terms shall prevail over these terms.

14. Is subject to aircraft owner's approval of the trip duration and routing

15. We have provisionally reserved an aircraft for you but will automatically cancel this reservation after 7 days should you not have confirmed your flight in the meantime.

16. Quotes are based on current rates and will be subject to industry related increases. Would strongly suggest a re-quote 60days prior to departure.

17. You acknowledge that the carriage covered by this quote may not be performed by Owenair (Pty) Ltd itself, and that in issuing this quote Owenair (Pty) Ltd may be acting on behalf of an undisclosed or unnamed principal carrier. You hereby exercise any and all contractual rights of election which may arise on your part as a result of the aforesaid in favor of any such principal and hereby waive any and all contractual and delictual claims against United Charter Services arising from or as a result of such carriage performed other than by United Charter Services

18. Owenair (Pty) Ltd is acting solely as an agent for the aircraft charter operator of the choice of Owenair (Pty) Ltd and is also an aircraft charter company in its own right, to which the above terms and conditions apply, unless otherwise specified.

19. Consent to Receive Notices Electronically by Posting on the Site and Via Email

You consent to receive any agreements, notices, disclosures and other communications (collectively, "Notices") to which these Terms and Conditions refer from us electronically including without limitation by e-mail or by posting notices on this Site. You agree that all Notices that we provide to you electronically satisfy any legal requirement that such communications be in writing. To withdraw your consent to receive Notices electronically, you must notify us of your withdrawal of such consent by emailing us at [info@unitedcharter.co.za](mailto:info@unitedcharter.co.za).

20. General

You acknowledge and agree that these Terms and Conditions constitute the complete and exclusive agreement between us concerning your use of our services, and supersede and govern all prior proposals, agreements, or other communications.

We reserve the right, in our sole discretion, to change these Terms and Conditions at any time by posting the changes on the website and providing notice of such change. Any changes are effective

immediately upon posting to the Site and release of notice of such change. Your continued use of the service thereafter constitutes your agreement to all such changed Terms and Conditions. Nothing contained in these Terms and Conditions shall be construed as creating any agency, partnership, or other form of joint enterprise between us. Our failure to require your performance of any provision hereof shall not affect our full right to require such performance at any time thereafter, nor shall our waiver of a breach of any provision hereof be taken or held to be a waiver of the provision itself. In the event that any provision of these Terms and Conditions shall be unenforceable or invalid under any applicable law or be so held by any applicable arbitral award or court decision, such unenforceability or invalidity shall not render these Terms and Conditions unenforceable or invalid as a whole but these Terms and Conditions shall be modified, to the extent possible, by the adjudicating entity to most fully reflect the original intent of the parties as reflected in the original provision.

If you have any questions regarding these Terms and Conditions, please email us at [info@unitedcharter.co.za](mailto:info@unitedcharter.co.za).