



Terms & Conditions of Carriage

fastjet Zimbabwe Ltd

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0 INTRODUCTION

0.1 GENERAL

- 0.1.1 These Terms and Conditions of Carriage apply to flights operated by fastjet Zimbabwe Ltd, trading as "fastjet" (hereinafter referred to as "fastjet").
- 0.1.2 All travel with fastjet is subject to these Terms and Conditions, as updated and amended from time to time.
- 0.1.3 These Terms should be read in conjunction with, and incorporate:
- 0.1.3.1 our Privacy Policy, which sets out how We may use Your data;
 - 0.1.3.2 our Terms of Use, if You use Our Website or mobile Application ("App"); and
 - 0.1.3.3 any Confirmation Document or conditions of carriage set out in Your electronic ticket.
- 0.1.4 You are encouraged to read these Terms carefully and make sure that you understand them before ordering any Flights from Us.
- 0.1.5 If you acquire additional services or products through Our Website or mobile application ("App"), you will be bound by the terms and conditions of purchase specific to the service or services you purchase. In the event of any conflict between these Terms and the special terms and conditions for additional services or products and/or any mandatory local laws that are applicable to your Booking, the special terms and conditions and/or local mandatory laws (as applicable) shall apply.

1 DEFINITIONS

1.1 WORDS & TERMS USED IN THESE CONDITIONS

- 1.1.1 As You read these Terms and Conditions, please note that:
- (i) We, Our, Ourselves, Us and fastjet means fastjet Zimbabwe Ltd
 - (ii) "You", "Your", "Yourself" and "Passenger" means you and each member of your booking party carried or to be carried in an aircraft operated by or on behalf of Us pursuant to a Ticket.
 - (iii) Adult means any person aged sixteen (16) years or older of age.
 - (iv) Airline Designator Code means the two-characters, or three letters published by IATA from time to time which identify each airline.
 - (v) Article means an Article in the fastjet's Terms and Conditions of Carriage.
 - (vi) Authorised Agent means a Passenger sales agent who has been formally appointed by Us to represent Us in the sale of air transportation on flights operated by Us.
 - (vii) Baggage means the property accompanying You in connection with Your trip. Unless otherwise specified, it consists of both Your Cabin Baggage and Your Checked Baggage. Baggage must at all times comply with the requirements of fastjet and/or applicable laws and regulations from time to time, including as regards size, weight and content.

- (viii) Baggage Receipt means those portions of the Ticket, which relate to the carriage of Your Checked Baggage.
- (ix) Baggage Identification Tag means a document issued by Us solely for identification of Checked Baggage.
- (x) Booking means a booking made by You or on Your behalf for the purchase of travel on a flight operated by or on behalf of Us and which is accepted by Us in accordance with these Terms and Conditions.
- (xi) Booking Confirmation Receipt means the document issued electronically or otherwise, by Us, confirming a Booking transaction, containing the booking reference number, the flight details and a reference/link to these Terms & Conditions. Such Booking Confirmation Receipt shall be sent via email or WhatsApp, if requested by You.
- (xii) Boarding means the process of entering onto the aircraft, starting with the first Passenger entering the aircraft and ending with the seating of the last Passenger who has received a boarding pass before the Check-In Deadline and the closure of the aircraft doors, and "Board", "Boards" and "Boarded" will have a corresponding meaning.
- (xiii) Cabin Baggage means Baggage which is equivalent to hand luggage and includes all personal items taken on board by a Passenger that is not Checked Baggage. Such Cabin Baggage may be referred to as "Unchecked Baggage", "Hand Baggage" or "Carry-on Baggage", and refers to any of Your Baggage other than Checked Baggage.
- (xiv) Carrier or Operating Carrier means airline.
- (xv) Checked Baggage means Baggage of which We take custody at check-in, which is, for the duration of the flight, stowed in the hold of the aircraft and for which We have issued a Baggage Receipt and Baggage Identification Tag.
- (xvi) Check-In Deadline means the time limit specified by Us, being 40 minutes prior to scheduled time of departure, by which time You must have completed check-in formalities and received Your boarding pass.
- (xvii) Child means any person aged two (2) to under sixteen (16) years of age.
- (xviii) Code Share means a commercial arrangement between Us and another airline whereby seats are sold on flights operated by each airline, with Us and the other airline using their own flight number.
- (xix) Conditions of Contract means those statements contained in or delivered with Your Ticket or Itinerary/Receipt, identified as such and which incorporate by reference, these Terms and Conditions and other specified notices from time to time.
- (xx) Convention means whichever of the following instruments are applicable:
 - a. 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)
 - b. The Warsaw Convention as amended at The Hague on 28 September 1955
 - c. The Warsaw Convention as amended by Additional Protocol No. 1 of Montreal (1975)
 - d. The Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975)
 - e. The Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975)
 - f. Guadalajara supplementary Convention (1961) (Guadalajara)
 - g. The Montreal Convention (1999), formally known as the Convention for the Unification of Certain Rules for International Carriage by Air.

- (xxi) Damage includes death, bodily injury to a Passenger, delay, loss, partial loss or other, including damage to Baggage, arising out of or in connection with carriage or other services incidental thereto and "Damaged" shall have a corresponding meaning as the context may indicate.
- (xxii) Days mean calendar days, including all seven days of the week; provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted; and further provided further that for purposes of determining duration of validity of a Ticket, the day upon which the Ticket is issued, or the flight commenced shall not be counted.
- (xxiii) Electronic Coupon means an electronic flight coupon or other value document held in Our database.
- (xxiv) Electronic Ticket (E-Ticket) means the Ticket issued by Us or on Our behalf.
- (xxv) Extraordinary Circumstances means circumstances beyond Our reasonable control, whether foreseeable or not, which prevents Us from performing Our services. These circumstances, without limitation include, acts of God, meteorological events such as storms, rain, wind, fog, flooding, heat, earthquakes, haze, cyclones or volcanic eruption and unexpected flight safety shortcomings. It also includes without limitations government actions, disturbances or potentially volatile international conditions, civil unrests, terrorist and security alerts, riots, embargoes, wars or hostilities - whether actual, threatened or reported, strike action, 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 the airline or any other causes, circumstances or contingencies beyond Our control which hinder or prevent the performance by Us and Our obligations under these Terms and Conditions.
- (xxvi) Fees and Charges (or fees and charges) means the fees and charges charged by Us from time to time, as available on Our Website or upon request.
- (xxvii) Firearms means any firearm other than a Handgun.
- (xxviii) Flight means a single flight operated by Us from one airport to another airport.
- (xxix) Flight Coupon means that portion of the Ticket that bears the notation "good for passage," or in the case of an Electronic Ticket, the Electronic Coupon, and indicates the particular places between which You are entitled to be carried.
- (xxx) Guardian means a person lawfully invested with the power, and charged with the obligation, of taking care of and managing the property and rights of a person who, because of age, understanding, or self-control, is considered incapable of administering his or her own affairs.
- (xxxi) Handgun means a firearm that is designed to be held and fired with one hand, having a barrel length no longer than 120mm and a calibre no greater than 0.32 and which, subject to any applicable laws or airport, aviation authority, security or other regulations, We determine, in Our absolute discretion, may be stowed securely and safely in the aircraft hold in accordance with our directions and policies from time to time. For the purposes of these Terms and Conditions "ammunition" shall at all times refer only to ammunition in respect of Handguns of which carriage is permitted under these Terms and Conditions.
- (xxxii) Hold Period means the time period during which the full payment in respect of a booking must be made in order to avoid the cancellation of such booking, and ensure confirmation thereof as a Booking, as made available to You at the time of making Your Booking, or which is available on Our Website or upon request.
- (xxxiii) IATA means the International Air Transport Association.

- (xxxiv) Infant means any Child that is over the age of 14 (fourteen) days but has not yet reached their second birthday.
- (xxxv) Interline ticket means travel involving multiple airlines on a single ticket, bought in a single transaction, using a single currency, which offers a Passenger through-checked baggage and a high degree of flexibility as to choice of timing, routing and carrier.
- (xxxvi) Itinerary/Receipt means a document or documents We issue to You or any member of Your booking party travelling on Electronic Tickets that contain(s) such person's name, flight information and notices.
- (xxxvii) Local Laws means The Civil Aviation Carriage by Air Regulations of Zimbabwe, and any other related laws of Zimbabwe, as may be amended from time to time.
- (xxxviii) Medical Information Form means the medical information form which can be obtained from Us and which must be completed in certain circumstances prior to your flight, as set out in these Terms and Conditions and/or Our applicable policies and requirements.
- (xxxix) Mobile Application (Mobile App) means a software application owned by Us and designed to run on mobile devices such as smartphones and tablet computers, to support direct bookings with Us.
- (xl) Piece Concept, unless otherwise specified fastjet applies a Piece Baggage concept. Under the Piece Concept, Passengers are permitted to check in a prescribed number of bags with a prescribed per-bag dimension (81cms (height), 119cms (width) and 119cms (depth), total 319cm and with allowable maximum weight limits depending on the fare. Should a checked bag exceed the prescribed individual limitations excess charges will apply. No single piece of baggage may exceed 32kg.
- (xli) SDR means a Special Drawing Right as defined by the International Monetary Fund. The rate of conversion may fluctuate and is shown on the IMF website at imf.org;
- (xlii) State Parties means the State Parties to the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal on 28th May, 1999;
- (xliii) Supplier means a third-party provider offering services through Us.
- (xliv) Tariff means the fares, charges and related terms and conditions published by Us and which have been filed, where applicable, with the appropriate authorities.
- (xlv) Terms and Conditions means these terms and conditions of carriage, as updated and amended from time to time.
- (xlvi) Ticket means the document titled the Electronic Ticket (E-Ticket) confirming Your Itinerary/Receipt of booked and paid flight details, issued by Us or by Our Authorised Agents on Our behalf, and includes the Conditions of Contract, notices and coupons. including the Electronic Coupon and, if applicable, a boarding document We have issued to You.
- (xlvii) Unaccompanied Minor means a Child aged between five (5) years to under twelve (12) years of age, travelling alone or travelling only in the company of another Child aged less than sixteen (16) years.
- (xlviii) Website means any internet site owned or operated by Us where online reservations can be made, unless otherwise stated.
- (xlix) Young Person (YP) means a Child between twelve (12) and under sixteen (16) years of age travelling unaccompanied by an Adult.

2 APPLICABILITY

2.1 GENERAL

- 2.1.1 These Terms and Conditions apply to each Booking You make with Us and identify any liability We may have in relation to that Booking. Each Supplier You might have bought a service or product from, where We acted as a disclosed agent, may have its own terms and conditions. Please ensure that You have familiarised Yourself with such terms and conditions, if applicable, and that You are in agreement there with before buying a product from a Supplier through Us. We accept no liability or responsibility of any nature whatsoever for the performance, or failure to perform, of any Supplier or any loss or Damage suffered by You resulting from or relating to the services or products purchased from such Supplier.
- 2.1.2 A binding contract comes into place between You and Us once payment in respect of Your Booking is made to Us timeously and in full. This applies to any services, whether those where We act as a principal or those between You and a Supplier from which You have purchased a product or service, where We acted as a disclosed agent.
- 2.1.3 In respect of carriage of Passengers, an individual or collective document of carriage will be delivered containing:
- (i) an indication of the places of departure and destination;
 - (ii) if the places of departure and destination are within Zimbabwe, one or more agreed stopping places being within the territory of another State, an indication of at least one such stopping place.
- 2.1.4 Any other means which preserves the information indicated in sub clause 2.1.3 may be substituted for the delivery of the document referred to in that sub clause. If any such means are used fastjet shall offer the Passengers a written statement of the information.
- 2.1.5 We will provide You with a baggage identification tag for each piece of Checked Baggage at check-in.
- 2.1.6 Except as provided in Articles 2.2, 2.3 and 2.4, Our Terms and Conditions apply only on those flights, or flight segments, where any of Our Airline Designator Code (FN) is indicated in the carrier box of the Ticket for that flight. The terms and conditions contained within the Ticket, Your Itinerary/Receipt or any ticket wallet provided pursuant to a Booking shall form part of these Terms and Conditions. If You have booked an onward flight with Us or another carrier, that agreement of carriage constitutes a separate contract and does not form part of Our agreement with You. We do not accept any liability for missed onward carriage on a subsequent flight with Us or on a flight on another carrier, whatsoever and howsoever arising.

2.2 CHARTER, CODE SHARE, INTERLINE & WET-LEASE OPERATIONS

- 2.2.1 If carriage is performed pursuant to a charter agreement, these Terms and Conditions apply only to the extent that they have been incorporated by reference or otherwise in the charter agreement or the charter ticket issued to You.

- 2.2.2 On some services we have arrangements with other carriers known as Code Shares. This means that even if you have a reservation with us and hold a ticket where our name or airline designator code (FN) is indicated as the carrier, another carrier may operate the aircraft. In the event of a Code Share, We or our Authorised Agents will advise you of the Carrier operating the aircraft at the time you make your reservation.
- 2.2.3 For Codeshare services on flights operated by another carrier, these Conditions of Carriage shall not apply to such transportation. Code Share partners may have rules with respect to the operation of its own flights, which may differ from fastjet's rules for flights operated by fastjet. Those rules are incorporated herein by reference and form a part of these Conditions of Carriage.
- 2.2.4 For the rules and regulations of Our Code Share partners we refer you to their websites. You should review the rules for flights operated by another carrier under a Code Share agreement and familiarise yourself with such things as flight check-in time limits, requirements and policies regarding unaccompanied minors, carriage of animals, refusal to transport, oxygen services, irregular operations, denied boarding (refusal and limitation of carriage, compensation and baggage allowance/ acceptance among others.
- 2.2.5 Some of Our flights may be operated under arrangements with other carriers who operate aircraft on Our behalf using our name and Our Airline Designator Code (referred to as a wet lease). For such flights operated by another Carrier, these Conditions of Carriage shall apply to such transportation.
- 2.2.6 With an Interline Ticket arrangement each carrier's liability to compensate for damage arising in connection with a Passenger's travel shall be governed by such Carrier's Conditions of Carriage.
- 2.2.7 Where We support a unilateral interline ticket agreement, this agreement implies that We will be the operating airline and other airline with whom the agreement is secured with will be classified as the marketing airline. As the operating carrier We shall not issue or reissue another airline's ticket where a change in the booked journey is required for a fastjet flight. Such support both voluntary and involuntary shall only be requested and provided for by the marketing airline.

2.3 OVERRIDING LAW

- 2.3.1 If these Terms and Conditions are inconsistent with any law (for example any Convention) that applies to Your contract of carriage with Us, the applicable law will apply to the extent of such inconsistency only. If any provision of these Terms and Conditions is invalid under any applicable law, the other provisions shall nevertheless remain valid.

2.4 CONDITIONS PREVAIL OVER REGULATIONS

- 2.4.1 Except as otherwise provided in these Terms and Conditions, in the event of any conflict between these Terms and Conditions and any other regulations We may have dealing with particular subjects, these Terms and Conditions shall prevail.

3 BOOKINGS AND TICKETS

3.1 BOOKING REQUIREMENTS

- 3.1.1 We or Our Authorised Agents will record Your Booking. We will provide You with an electronic confirmation of your Booking(s) in the case of unpaid Bookings. Once we have received payment for your Booking a Ticket will be issued to You. You should print or save this for Your records, as You will be required to present your Ticket at check-in.
- 3.1.2 A Booking is not completed until You have received a confirmation number and We have received full payment. Payment in full is due immediately, unless otherwise indicated by Us.

3.2 TICKETS

- 3.2.1 Your Ticket is a document or electronic record, issued by Us on Our behalf by an Authorised Agent, that confirms that You have a paid Booking and are entitled to a seat on a flight on an aircraft.
- 3.2.2 The Ticket shall be used to obtain a boarding pass during check-in at the airport. Then with the boarding pass and the attached Ticket, You will be permitted to board the aircraft.
- 3.2.3 We only provide carriage to the passenger named in the flight Ticket when a confirmed booking and payment exists. We reserve the right to deny carriage in the event that the passenger is unable to verify his/her identity.
- 3.2.4 Tickets are not transferable from one person to another.
- 3.2.5 Unless otherwise stated a Ticket shall only be used for travel in the sequence as booked.
- 3.2.6 If You request a Booking change a change fee and a fare difference may apply. We will collect the difference taking into account the fare already paid. Note that we will only permit travel on the new flight arrangements subject to whether You have paid this difference in fare and any fees and charges that may apply.
- 3.2.7 Some of Our fares are non-refundable . If You cancel a Booking without selecting a new flight of choice within 72 hours from the original ticketed travel date/time this means that You will forfeit your entitlement to carriage and the reuse of the unused Booking and corresponding Ticket. In such instances the Ticket will only be valid for a refund of the unused fees and taxes only.
- 3.2.8 The conditions for the reimbursement of a flight Ticket are regulated by the respective fare rules and conditions valid at the time that the flight Ticket is issued. Ensure that You familiarise yourself with the rules of the fare type selected. It may be advisable to take out travel cancellation insurance.
- 3.2.9 Unless otherwise stated either on the Ticket, or in these Conditions, or in the applicable fare rules (which may limit the validity period of a Ticket according to the information contained in the Ticket), a Ticket is valid for one (1) year from the date of first travel. This condition is applicable only if the change and Ticket reissue occurs within 72 hours from the original Ticket travel date and time.

3.3 PERSONAL DATA

- 3.3.1 You recognise that personal data relating to You has been given to Us for the purposes of: making a Booking; purchasing and issuing a Ticket; accounting, billing and auditing (including checking credit or other payment cards); administrative and legal purposes; statistical analysis; developing and providing services; and facilitating security, immigration, customs and entry procedures, and making available such data to government agencies, in connection with Your travel.
- 3.3.2 We control the ways and the purposes for which Your personal data is processed by Us and is the “controller” for the purposes of the data protection laws that apply to Us, including Protection of Personal Information Act No 4 of 2013 (often called the POPI Act or POPIA) EU Regulation 2016/679 (General Data Protection Regulation or GDPR).
- 3.3.3 We process Your personal data in accordance with our Privacy Policy. For more information on the personal data that we collect about You, how we protect it, how and why we process it, who we disclose it to and what your data protection rights are, see Our full Privacy Policy which is available on Our Website.

3.4 ALLOCATED SEATING

- 3.4.1 Pre- selection of seating at no fee is subject to the condition of the fare selected. Where the fare selected does not include free seat selection You may, at an additional charge and in advance, pre-book seat(s) at the time You book Your flight or after Booking has been made. Seat selection is optional and if not pre-booked, seats will be allocated at check-in without charge.
- 3.4.2 Allocated Seating Charges
- 3.4.2.1 We offer two types of allocated seating options as set out in Our Fees and Charges. We reserve the right to reassign seats at any time for operational, safety or security reasons, but We will make reasonable efforts to honour paid seat assignments.
- 3.4.3 Refunds on Allocated Seating Charges
- 3.4.3.1 Allocated seat fees are non-refundable apart from exceptions made in these Terms and Conditions.
- 3.4.3.2 If You cancel, miss or change Your flight, allocated seating charges already paid by You will not be refunded, however it may be transferred to the next flight provided the change occurs no later than sixty (60) minutes prior to departure. Hereafter the charges will be non-transferable to the next flight.
- 3.4.3.3 If We have to amend Your seat selection because You do not fulfil any or all of the applicable requirements set out in Article 3.3.4, We will not refund the seating charge.
- 3.4.3.4 In the event that We cancel Your flight for which You have chosen and paid for allocated seating, You will be entitled to a full refund of charges paid or You may transfer the paid charges to Your next flight.
- 3.4.4 Conditions for Allocated Seating

3.4.4.1 We reserve the right to reassign allocated seats for operational and safety, or security reasons at any point during Your journey.

3.4.4.2 For safety reasons, and to comply with civil aviation regulations some seats are considered "restricted". These include seats next to doors and emergency exits, which will vary between aircraft types. The following guests are not permitted to be seated on a restricted seat:

- (i) Any person under the age of sixteen (16) years.
- (ii) Any person unwilling or physically unable to assist cabin crew in the unlikely event of an emergency.
- (iii) Any person travelling with an Infant or escorting a Child under the age of sixteen (16) years.
- (iv) Any person requiring a seat belt extender.
- (v) Any person requiring special assistance, including those with visual or hearing impairments, or physical and mental disabilities.
- (vi) Any person unable to speak and understand English language.
- (vii) Any pregnant person.

3.4.5 Seats Allocated at the Airport

3.4.5.1 In the event of seats being allocated at the airport and not pre-booked, We cannot guarantee any particular seat. We reserve the right to assign or reassign seats at any time, even after Boarding of the aircraft. This may be necessary for operational, safety or security reasons.

3.5 HOLD PERIOD

3.5.1 The Hold Periods applicable in respect of a Booking made are as follows:

3.5.1.1 More than seven (7) days before the departure, date payment will be due within seventy-two (72) hours of the time the booking is made.

3.5.1.2 Between seven (7) and 2 (two) days before the departure date, payment will be due within twenty-four (24) hours of the time the booking is made.

3.5.1.3 Between 2 (two) days and 24 (twenty four) hours before the departure date and time, payment will be due within four (4) hours of the time the booking is made.

3.5.1.4 Between 24 hours and six (6) hours of departure time, payment will be due within two (2) hours of the time the booking is made.

3.5.1.5 Any booking less than 6 (six) hours before departure the PAY LATER option is not available and immediate payment is required.

3.5.2 During the Hold Period, the fare will be subject to our tariffs applicable at the date and time of payment. This may include changes to any taxes or charges imposed by any government or other authority or by the operator of an airport. The list of items is not exhaustive and may change without prior notification.

3.6 PROVISION OF CARRIAGE

- 3.6.1 We will provide carriage on a flight when You present Your Ticket, government-issued photographic identification identifying You as the Passenger named in the Booking and valid travel documentation (e.g., passport, visa, prescribed health certificates etc.) where applicable.

3.7 RE-ROUTING

- 3.7.1 Re-routing is not permitted.

3.8 RECOMMENDATION FOR INSURANCE

- 3.8.1 We recommend that You ensure that You have appropriate and adequate insurance cover in place in the event that You are unable to use Your Ticket.

3.9 REQUIRED IDENTITY TO TRAVEL

- 3.9.1 Your National issued identity document or valid passport must be presented along with the itinerary at Our applicable check-in counter for verification purposes. We will apply Our right to refuse carriage should you fail to comply with Our prescribed conditions. You will be denied Boarding and all applicable terms and conditions of use of the ticket/booking will be applied. No exception will be made, nor will We be liable for any claims and Damages. Children who do not hold a valid national identity document will be accepted for travel with a valid birth certificate for domestic travel only.

3.10 BOOKING CHANGES

- 3.10.1 Each Booking issued by Us is valid only for the transportation as indicated by the Booking of the Passenger named, from the place of departure to the final destination on the date and for the flight number shown. The fare paid is based upon Our Tariff and is for the transportation as shown on the Booking. It forms an essential part of Our contract with You.
- 3.10.2 Should you wish to change the date and/or time of Your flight You must contact Us in advance in order for Us to be able to effect such changes no later than two (2) hours prior to departure. Within sixty (60) minutes of departure no changes are permitted. You will be liable for any additional fare differences which will be calculated with Our applicable Tariff in effect on the date on which the change occurs. The same will be applicable to all ancillary fees, surcharges and taxes which will be reassessed as per the change request (details on Fees & Charges are available on our Website or via email upon request). The reassessed fare will be presented to You for acceptance. Should You wish not to accept same, You will still have the option of maintaining your original flight as Booked, provided You are able to meet the Check-In Deadline. Any charges and fees in respect of Booking changes are subject to the conditions of the fare purchased and seat availability at the time of change. Full payment in respect of the additional charges, fees and taxes must be made immediately. Changes may only be made by the Passenger named in the Booking and/or the person who made the original booking. No downgrading of the original fare will be permitted.

3.10.3 Name changes are not permitted. Corrections up to three (3) characters are permitted. Name changes or corrections of more than three (3) characters will require a new booking. The charges for the new booking will be calculated in accordance with Our Applicable Tariff on the date that the change and payment occur. The unused booking will be subject to the fare rules and conditions applicable for a refund.

3.10.4 If You wish to make a change to a Tour Packaged booking, these Terms and Conditions shall apply. If You have purchased an additional item or service from or through Us acting as a disclosed agent for a Supplier, the Supplier's terms and conditions shall apply in addition to these Terms and Conditions.

3.11 BOOKINGS SECURED WITH INDEPENDENT TRAVEL SERVICE PROVIDERS

3.11.1 If you have purchased your fastjet flight with a third-party service provider, You are responsible for complying with the service providers conditions of booking, in addition to our Terms & Conditions of Carriage.

3.11.2 If you have purchased your fastjet flight with a third-party service provider, We accept no liability to support booking changes. The selected service provider must be contacted for assistance.

3.12 ADDITIONAL AND ONWARD CONNECTING FLIGHT(S) WITH THIRD PARTY AIRLINES

3.12.1 If You have purchased an additional or onward connecting flight(s), the third-party airline's ticket rules shall apply. We accept no liability of any nature whatsoever and howsoever arising for any missed onward connection flights offered by third-party airlines.

4 FARES, TAXES, FEES AND CHARGES

4.1 GENERAL

The latest details on Fares, Taxes, Fees & Charges are available on Our Website or upon request.

4.2 FARES

4.2.1 Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination. Fares do not include any ground transport services between airports and between airports and town terminals. Your fare will be calculated in accordance with Our applicable Tariff in effect on the date on which payment for Your Ticket is received by Us.

4.3 TAXES

- 4.3.1 Any taxes or charges, imposed by any government or other authority, or by the operator of an airport, shall be payable by You in addition to the fares. At the time You purchase Your Ticket, You will be advised of taxes not included in the fare, most of which may be shown separately on the Ticket. You acknowledge that the taxes imposed on air travel and related services are constantly changing and can be imposed or changed after the date of Ticket issuance. If there is an increase in a tax, fee or charge shown on the Ticket, or if a new tax, fee or charge is imposed even after Ticket Issuance You will be obliged to pay it before You may Board for the relevant flight. Similarly, in the event any taxes, fees or charges, which You have paid to Us at the time of Ticket issuance, are abolished or reduced such that they no longer apply to You, or a lesser amount is due, You will be entitled to claim a refund. If You do not use Your Ticket, You will be entitled to claim a refund of any governmental taxes only, less a refund administration fee as set out in our Fees and Charges schedule.

4.4 CURRENCY

- 4.4.1 Fares and taxes are payable in US Dollars or the currency indicated by Us or Our Authorised Agent at or before the time payment is made (for example, because of the non-convertibility of the local currency) ("pricing currency"). We may, in Our sole and absolute discretion, accept payment in any other currency.
- 4.4.2 Passengers who pay for their flight(s) with credit and/or debit cards or charge cards billed in a currency other than the pricing currency will be charged by their card issuer in the currency of issue of the card. You will be liable for these charges and acknowledge that We have no control over the exchange rates or other charges, which may be imposed by the card issuer.
- 4.4.3 When booking on Our Website or Mobile App You may be offered the option to pay in the currency of Your credit card where it differs from Our pricing currency. Due to various reasons (including, but not limited to, unsupported currencies or maintenance) this option may not always be available to You, and You accept that We have no obligation to offer this option to You.
- 4.4.4 The conversion rates used to convert US Dollars to the local "pricing currency" may change from time to time and We reserve the right to vary the fares comprised in any Tariff at any time. Accordingly, a fare for any flight is not guaranteed until the Ticket for such flight has been issued and We have received full payment in respect thereof.
- 4.4.5 Bookings made, or payment received via the fastjet call centre or through Our Authorised Agent(s) will carry an additional charge, determined by Us from time to time.

4.5 SERVICE FEES

- 4.5.1 A Service Fee shall apply on any Bookings or payments made directly to Us at a fastjet travel shop, fastjet ticket desk or Call Centre. Fastjet Authorised Agents may charge a Service Fee at their discretion.

- 4.5.2 A "Hold My Fare Fee" shall apply on Bookings where You choose the option to "Pay Later". This allows You to book either online via Our Website or Mobile App, Call Centre or at a fastjet ticket desk or fastjet travel shop and secure a fare for a Booking for a period of time (the "Hold Period"). During the Hold Period the fare will not change, however any changes to local "pricing currencies" or increases to governmental and airport charges during the Hold Period will apply.

4.6 GROUP FARES

- 4.6.1 To qualify for a group quotation, a minimum of ten (10) Passengers is required to travel together throughout the journey (i.e. from the point of departure to the final destination). In these cases, a group booking fee will apply, as determined by Us from time to time.

4.7 ADMINISTRATION FEES

- 4.7.1 We reserve the right to charge reasonable administration fees that are not included in the price of the Ticket. Such fees will apply to special requests including, but not limited to special approved refund requests, e.g. in the event of the death of the Passenger.

4.8 ANCILLARY FEES

- 4.8.1 We reserve the right to charge a Ancillary Fee that is not included in the price of the ticket. Such fees will apply to special service request. Ancillary fees are non-refundable, if the original Booking and Ticket is unused, unless exceptional circumstances as prescribed in accordance with Article 13.

4.9 PAYMENT CARD CHARGES AND FEES

- 4.9.1 We may charge a transaction fee for all purchases made with a credit and debit card.
- 4.9.2 Under certain circumstances, when transacting with credit, debit or other payment cards, You may be liable to pay additional fees and charges imposed by Your card issuer. We have no control over these charges and fees and accept no liability in respect thereof.
- 4.9.3 Details on Fees & Charges are available on Our Website or upon request.

4.10 THIRD-PARTY PAYMENT FEES

- 4.10.1 Third-Party payment providers may charge additional fees which are not included in the price of your ticket and do not form part of your booking with Us. These charges are determined by the Third-Party payment provider at their own discretion.
- 4.10.2 All third-party payment fees are non-refundable.

5 ONWARD CONNECTIONS

5.1 LIABILITY IF A FASTJET FLIGHT IS DELAYED

- 5.1.1 In the event that a fastjet flight is delayed and You are prevented from Boarding Your onward fastjet transfer flight, We shall ensure that You are placed on the next available fastjet flight to Your final destination at no extra charge. We reserve the right to route You through any available fastjet route network or fastjet flight connection that is available from time to time. If You fail and/or refuse to accept any flight offered by Us under these circumstances, We will have to further liability or responsibility to You. We will specifically not be liable for any Damages, losses or expenses suffered or incurred by You of any nature whatsoever and howsoever arising as a result of such refusal or failure on Your part.

5.2 LIABILITY IN THE EVENT OF A TRANSFER FLIGHT DELAY OR CANCELLATION

- 5.2.1 Notwithstanding anything to the contrary contained in these Terms and Conditions, fastjet shall not be liable for payment for any of Your accommodation or travel bookings that are cancelled or amended as a result of any fastjet transfer flight delay or cancellation.

5.3 ACCOMMODATION ARRANGED BY FASTJET

- 5.3.1 In the event that You are offered accommodation arranged by fastjet, We shall reserve the right to choose or amend any such accommodation at its discretion from time to time.

5.4 ACCOMMODATION IF DENIED ENTRY

- 5.4.1 Fastjet shall not be required to pay for hotel accommodation and/or transportation costs in the event that You are denied entry to any fastjet jurisdiction by virtue of any governmental agency for any reason, including but not limited to any visa or customs or excise agency or any other governmental agency that carries entry requirements that You do not comply with. In these circumstances, We shall also not be liable to You in respect of any refund, credit note or cash alternative in respect of Damages, losses or expenses suffered or incurred by You with regards to Your Ticket price and applicable charges. You remain solely responsible for ensuring that You comply with the requirements imposed by any agency or authority regarding such entry requirements.

5.5 MISSED ONWARD CONNECTIONS

- 5.5.1 Save as otherwise provided for in these Terms and Conditions, fastjet shall not be liable for payment for any missed onward connections with any third-party travel providers that occur due to any delayed or cancelled fastjet transfer flight. You are advised to bear in mind the possibility of delays and/or cancellations in booking such onward connecting flights.

5.6 DELAYED BAGGAGE

- 5.6.1 In the event that Your Baggage does not arrive in time to connect to the fastjet transfer flight, fastjet shall place Your Baggage onto the next available fastjet flight to Your onward transfer destination at no extra charge.

5.7 FASTJET LIABILITY

- 5.7.1 Notwithstanding anything to the contrary herein contained, fastjet will not be liable or obliged to provide accommodation, transport and/or Baggage re-route in the event of a fastjet flight delay, cancellation, error or fault, and any circumstances beyond Our reasonable control described by Us as Extraordinary Circumstances. This shall be as declared and treated in accordance with the applicable terms and conditions.
- 5.7.2 The provisions of this Article 5 shall only apply to fastjet transfer flights and will not be applicable to any missed onward fastjet flight connections that are not fastjet transfer flights.

6 CHECK-IN AND BOARDING

6.1 CHECK-IN DEADLINE

- 6.1.1 The Check-In closure deadline is forty (40) minutes prior to the scheduled time of departure. The check-in desk will close at the Check-In deadline, and You must therefore allow ample time to ensure You can complete the check-in procedure before this time. In the case of Unaccompanied Minors, the Check-In closure deadline is sixty (60) minutes prior to the scheduled time of departure.
- 6.1.2 After Check-In closure times We will not accept You for travel and will cancel Your reservation, resulting in You forfeiting Your Booking, other than in cases where Your selected fare permits a rebooking. A new Booking will be required, subject to our normal fees and charges, should You fail to complete the check-in procedure before the Check-In Deadline or appear to be improperly documented and not ready for travel.
- 6.1.3 We shall not be liable for any loss, Damage or expenses of any nature whatsoever and howsoever arising resulting from or relating to Your failure to comply with our check-in requirements and/or failure to meet the Check-In Deadline.

6.2 BOARDING GATE REPORT TIME

- 6.2.1 You must present Yourself at the relevant Boarding gate no later than thirty (30) minutes prior to the scheduled time of departure or You may not be accepted for travel, We may cancel Your seat and You will forfeit Your Booking. We recommend that You present Yourself at the Boarding gate ready for Boarding no later than forty (40) minutes before the scheduled departure time of Your flight.

6.3 FAILURE TO ARRIVE ON TIME

- 6.3.1 We will not be liable to You for any loss or expense of any nature whatsoever and howsoever arising, including without limitation missed onward connections, accommodation, alternative travel costs, and/or meals incurred due to Your failure to comply with the provisions of this Article 6.

6.4 FAILURE TO COMPLY

- 6.4.1 In the event of a failure to comply with these times or deadlines, the same conditions set out in Articles 5.2 to 5.4 (inclusive) will apply.

7 FITNESS TO FLY

7.1 GENERAL

- 7.1.1 It is Your responsibility to familiarise Yourself with Our policies and requirements in respect of a Passenger's fitness to fly, which are available on our Website and/or upon request and incorporated herein by this reference.
- 7.1.2 You remain responsible for ensuring that You are medically fit to fly. If You have any reason to suspect, or ought reasonably to know, that You may have a condition which might be exacerbated by the normal operation of an aircraft or could cause You difficulty if You do not have medical assistance before the flight has ended, You should not fly with Us.
- 7.1.3 If You have any doubt whatsoever about Your fitness to fly You are obliged to seek professional medical advice before making a Booking or flying with Us. Whenever You are aware of a health condition of the type mentioned above, but have been advised that You are fit to fly provided certain precautions are taken (for example, use of medication), it is Your responsibility to ensure that all such precautions are in fact taken before, during and after their flight, and that You are able to produce written evidence in the form of a letter or certificate from a qualified Doctor or Medical Practitioner stating Your fitness to fly, if requested to do so. We are entitled to refuse You carriage in the event of a failure and/or refusal to produce such evidence or comply with such medical recommendations or advice.
- 7.1.4 If You are suffering from any condition which may be affected by travel You must notify Our call centre (the details of which will be available on Our Website) at the time of making the Booking. You are required to complete and return a completed Medical Information Form to Us. We will confirm the Booking in writing and provide a response based on the information disclosed on such form, which You must carry at all times during Your journey with Us
- 7.1.5 We do not accept and shall be entitled to deny Boarding to any Passenger suffering from infectious diseases which can be transmitted to others.
- 7.1.6 Regardless of the existence of a medical letter or certificate and/or the fastjet Medical Information Form in respect of the Passenger, whether presented to or requested by Us or not, We (including Our directors, staff, contractors and agents) will under no circumstances be liable to the Passenger for any Damage, loss or expense suffered or incurred by such a Passenger of any nature whatsoever and from whatsoever cause arising related to a Passenger's medical condition (whether disclosed or not) and/or fastjet's refusal to carry a Passenger as set out in this Article 7.1, and the Passenger hereby indemnifies Us (including Our directors, staff, contractors and agents) against any claim made against Us (including Our directors, staff, contractors and agents) in this regard.

7.2 MEDICATION

- 7.2.1 It is Your responsibility to familiarise Yourself with Our policies and requirements in respect of medication, which are available on Our Website, or upon request.
- 7.2.2 Some medical equipment may be allowed onboard Our aircraft; however, You are required to confirm the acceptability thereof with Us in advance, specifically if You are bringing a large piece of equipment or a large number of supplies. In such cases, contact Our call centre or a fastjet outlet and consult our applicable policies.

7.2.3 You are advised to take Your medication in Your Cabin Baggage. You must bring a letter from their doctor/medical practitioner confirming the type of medication and what it is for.

7.2.4 We are unable to refrigerate medication onboard the aircraft and will not be obliged to permit the carriage of such medication or be liable for any loss or Damage suffered as a result of any failure to refrigerate any medication during Your journey with fastjet.

7.2.5 Our staff are not permitted to administer any medicine or injections to any Passenger.

7.3 NEEDLES

7.3.1 It is Your responsibility to familiarise Yourself with Our policies and requirements in respect of medical equipment, which are available on Our Website or upon request.

7.3.2 You will be allowed to bring needles and syringes onboard for treatment of medical conditions, subject to having a letter from the doctor/medical practitioner confirming the type of medication, the number and type of needles and syringes required, and what it is for.

7.3.3 Passengers must self-administer any injections required during the flight. Our staff are not permitted to administer any medicine or injections at any time. The Passenger shall remain responsible for the safe carriage and use of such needles and injections at all times, and indemnifies Us (including Our directors, staff, contractors and agents) against any claim made against Us (including Our directors, staff, contractors and agents) as a result of any loss or damages or any kind whatsoever relating to or resulting from the carriage and/or use of such needles and syringes.

7.3.4 Passengers must notify the crew if they have used any needles. Our cabin crew will dispose of needles safely.

7.4 MEDICAL OXYGEN

7.4.1 It is Your responsibility to familiarise Yourself with Our policies and requirements in respect of medical oxygen, which are available on Our Website. You will be required to produce a valid medical certificate stating that such cylinders are required for Your medical condition and that You are fit to fly.

7.4.2 Save as may be required in emergency situations, We do not provide supplementary oxygen.

7.4.3 Passenger's requiring oxygen for medical purposes may bring small compressed air or oxygen cylinders as hand baggage for personal medical use only, subject to the following conditions:

- (i) A maximum of two (2) cylinders is allowed per Passenger, to be carried in the Cabin Baggage.
- (ii) A maximum weight of 5kg gross per cylinder is allowed.
- (iii) Each cylinder must not exceed 0.5 metres in length, with a maximum diameter of 250 mm.
- (iv) A medical certificate from a doctor/medical practitioner is required, confirming that the oxygen is required for medical reasons and that You are fit to fly.
- (v) Cylinders must be placed in the overhead locker or under seat.

- (vi) Passengers must inform Our call centre before they travel, and on day of travel present the oxygen cylinders at the check-in counter for inspection by Our ground staff. Passengers must also inform the cabin crew of such oxygen cylinders when they board the aircraft. We are entitled to reject any cylinders which fail to comply with Our requirements stated herein and/or in Our policies, at any time prior to take-off.

7.4.4 Oxygen concentrators (either mains or battery powered) and chemical oxygen generators are not permitted onboard Our flights.

8 PASSENGERS WITH SPECIAL REQUIREMENTS

8.1 GENERAL

- 8.1.1 It is Your responsibility to familiarise Yourself with Our policies and requirements in respect of Passengers with special requirements, which are available on Our Website or upon request, as additional terms and conditions may be applicable.
- 8.1.2 Passengers with specific requirements include people with a disability such as people with a temporary or permanent physical impairment (sensory or locomotory), an intellectual impairment or any other type of disability, including an illness.
- 8.1.3 For safety and operational reasons, certain seats are not available to be purchased by Passengers with specific requirements. Refer to Article 3.3.4 for further information.
- 8.1.4 We will only accept carriage of a Passenger who requires the assistance of a carer/support person if such a Passenger is accompanied by his/ her carer/support person throughout the Passenger's journey with Us. The Passenger must arrange to be accompanied by sufficient carer(s)/support person(s) to assist with needs in-flight, at the Passenger's cost. We will not be responsible to provide a carer/support person for an unaccompanied Passenger with such special requirements. Furthermore, such Passengers will be denied Boarding if unaccompanied by a carer/support person, shall forfeit its Booking and We shall not be liable to the Passenger for any loss or damage resulting from or relating to any such denied Boarding as a result of any failure to comply with this Article 8.
- 8.1.5 Passengers with specific and/or special requirements, must advise Us of those requirements at least forty-eight (48) hours prior to the travel date by calling Our call centre or a fastjet outlet.
- 8.1.6 Passengers requiring special assistance must report to the check-in desks no later than sixty (60) minutes prior to departure. The provisions of Article 6 relating to the forfeiting of a Booking will apply to late arrivals and/or Passengers who fail to complete the check-in process within this time period.

8.2 WHEELCHAIRS & MOBILITY AIDS

- 8.2.1 It is Your responsibility to familiarise Yourself with Our policies and requirements in respect of wheelchairs and mobility aids, which are available on Our Website, or upon request, as additional terms and conditions may be applicable.
- 8.2.2 Subject to compliance with our policies, applicable laws and regulations, Passengers with Reduced Mobility are allowed to carry up to two (2) items of mobility equipment free of charge. This includes a walking stick etc, but only one foldable wheelchair will be allowed per Passenger.

- 8.2.3 Wheelchair assistance during check-in and Boarding may be provided without charge depending on the number of wheelchairs available at each airport from time to time and can therefore not be guaranteed. Please note that such assistance does not substitute Our requirement of a carer/support person in respect of a Passenger who requires such support.
- 8.2.4 We reserve the right to restrict the number of Passengers with reduced mobility that are carried on a given flight. The total number of Passengers with reduced mobility carried must not exceed the number of able-bodied persons capable of assisting with an emergency evacuation.
- 8.2.5 Subject to compliance with our policies, applicable laws and regulations, battery powered wheelchairs or mobility aids can only be carried when they are for use by a Passenger whose mobility is restricted by either their disability, their health or age, or a temporary mobility problem (e.g. a broken leg).
- 8.2.6 Passengers with wheelchairs and mobility aids, must advise Us of their special requirements at the time of the Booking by calling Our call centre or visiting a fastjet outlet. For Passengers with battery operated wheelchairs or mobility aids We will require the following information;
- (i) Wheelchair/mobility aid type
 - (ii) Dimensions
 - (iii) Tare (un-laden) weight
 - (iv) Number of batteries installed
 - (v) Type of battery
- 8.2.7 Wheelchairs and mobility aids that cannot be lifted manually into the aircraft hold will only be accepted for travel if both the departure and destination airports can provide the facilities to load/unload the device. Notifying Us at time of Booking will enable Us to establish this and use reasonable efforts to accommodate Your needs, however, no guarantee can be made in this regard.
- 8.2.8 We will only accept mobility aids powered by non-spillable batteries or lithium batteries.
- 8.2.9 Before an electric mobility aid is loaded onto Our aircraft, We must be satisfied that the mobility aid has been made safe in accordance with the International Civil Aviation Organisation Technical Instructions.
- 8.2.10 If We are unable to be satisfied or where it is established that the electric mobility aid has not been made safe, We will, in its sole and absolute discretion be entitled to refuse carriage of the mobility aid. In such circumstances fastjet is not under any obligation to render it safe. Other factors which could prevent the carriage of an electric mobility aid are: the mobility aid dimensions exceeding cargo door dimensions, the tare (unladen) weight of the mobility aid exceeding the aircraft loading limitations after all possible load-spreading options have been considered and insufficient space being available on the aircraft at the time Your Booking is made.

- 8.2.11 Passengers travelling with battery-powered wheelchairs and mobility aids are responsible for ensuring that the power to the motor attached to a mobility unit / wheelchair is disconnected / isolated to prevent inadvertent operation. If the mobility equipment has no deactivation procedure, the battery must be removed, and the terminals insulated against accidental short circuit. The battery must remain upright and securely attached to the body of the mobility unit / wheelchair. We will only carry dry cell, spill-proof batteries.
- 8.2.12 We will only accept up to a maximum of two (2) powered mobility devices on a single flight, which shall be accepted on a first come first serve basis.
- 8.2.13 A medical certificate must be submitted to Us when making a Booking to confirm the medical requirement for the wheelchair or mobility aid device.

8.3 CARRIAGE OF ASSISTANCE DOGS

- 8.3.1 It is Your responsibility to familiarise Yourself with Our policies and requirements in respect of assistance dogs, which are available on Our Website, or upon request, as additional terms and conditions may be applicable.
- 8.3.2 Assistance dogs accompanying a Passenger can be carried on domestic flights, provided that the Passenger has notified fastjet at the time of Booking and complies with the applicable fastjet policies and these Terms and Conditions. We will allow assistance dogs to be carried if required by Passengers who are blind, visually impaired, deaf or hearing impaired, or for disability support. We do not permit the carriage of emotional support dogs as assistance dogs.
- 8.3.3 A medical letter or certificate must be submitted to Us when making the Booking to confirm the requirement for the assistance dog. Our customer service team will then provide You with further guidance in this regard.
- 8.3.4 When You travel You will need to have a copy of the above-mentioned medical letter/certificate with You at all times, and You will need to bring and keep with You an official document confirming that the dog is a fully-trained assistance dog. This document must be presented at the check-in desk, and at any other time when security or airport staff may request this.
- 8.3.5 Assistance dogs must be certified by an organisation that is a full member of Assistance Dogs International (ADI) or International Guide Dog Federation (IGDF), the accrediting bodies for assistance dog organisations worldwide.
- 8.3.6 Only one assistance dog will be carried per flight, with the exception that two assistance dogs may be accepted for travel on the same flight when a couple is travelling together and each of them requires an assistance dog. Carriage is on a first come first serve basis.

8.4 STRETCHERS

- 8.4.1 We do not permit any stretchers to be accommodated on board.

8.5 EXPECTANT MOTHERS

- 8.5.1 It is Your responsibility to familiarise Yourself with Our policies and requirements in respect of pregnant Passengers, which are available on Our Website, or upon request, as additional terms and conditions may be applicable.

8.5.2 For safety and operational reasons, pregnant Passengers shall not be seated on restricted seats. Refer to Article 3.3.4 for further information.

8.5.3 Pregnant Passengers will be allowed to travel on fastjet subject to the following conditions:

8.5.3.1 In the case of Single Pregnancies

(i) Less than twenty-eight (28) Weeks:

No medical certificate is required unless You have been having complications, in which case a medical certificate from a midwife or doctor/medical practitioner must be carried. The certificate must confirm Your stage of pregnancy and that You are fit to fly, failing which reserves the right to refuse carriage. This certificate needs to be dated within seven (7) days of the outbound date of travel and 16 days of the inbound date of travel.

(ii) Between twenty-eight (28) and thirty-five (35) Weeks:

A medical certificate from a midwife or doctor/medical practitioner is required. The certificate must confirm Your stage of pregnancy and that You are fit to fly, failing which reserves the right to refuse carriage. This certificate needs to be dated within seven (7) days of the outbound date of travel and seven (7) days of the inbound date of travel.

(iii) From the thirty-sixth (36th) Week onwards:

We do not permit expectant mothers who are thirty-six (36) weeks or more into their pregnancy to travel with Us.

8.5.3.2 In the case of Multiple Pregnancies

(i) Less than twenty-eight (28) Weeks:

No medical certificate required unless You have been having complications, in which case a medical certificate from a midwife or doctor/medical practitioner must be carried. The certificate must confirm Your stage of pregnancy and that You are fit to fly, failing which fastjet reserves the right to refuse carriage. This certificate needs to be dated within seven (7) days of the outbound date of travel and 14 days of the inbound date of travel.

(ii) Between twenty-eight (28) to thirty-one (31) Weeks:

A medical certificate from a midwife or doctor/medical practitioner is required. The certificate must confirm Your stage of pregnancy and that You are fit to fly, failing which We shall reserve the right to refuse carriage. This certificate needs to be dated within seven (7) days of the outbound date of travel and sixteen (16) days of the inbound date of travel.

(iii) From the thirty-second (32nd) Week onwards:

We do not permit expectant mothers that are thirty-two (32) weeks or more into their pregnancy to travel with Us.

8.6 INFANTS & CHILDREN

8.6.1 It is Your responsibility to familiarise Yourself with Our policies and requirements in respect of Infants and Children, which are available on Our Website, or upon request, as additional terms and conditions may be applicable.

8.6.2 For Children travelling within a group of ten (10) or more, additional terms and conditions set out in Our policies and requirements, and specifically Our “Group Terms and Conditions” apply, which is available on Our Website or upon request.

8.6.3 Infants

8.6.3.1 Infants are Children under the age of two (2) years on the date of travel.

8.6.3.2 Infants under the age of two (2) weeks of age will not be accepted for travel.

8.6.3.3 No more than one (1) Infant per accompanying Adult is allowed (for the purposes of this Article 8.6, an accompanying Adult is any able-bodied person aged 16 years or over). The accompanying Adult remains responsible for the Infant at all times.

8.6.3.4 We do not allow carriage and use of any type Infant or Child restraint device, nor do We provide any baby bassinets for use during the flight.

8.6.3.5 The Infant shall travel on the accompanying Adults’ lap throughout the whole flight and shall be secured with the use of an Infant/extension seat belt (which will be provided by the cabin crew) during take-off, landing, taxi and any other time when the seat belt signs are illuminated, or as otherwise directed by the cabin crew.

8.6.3.6 For safety and operational reasons, Adults with Infants shall not be seated on a restricted seat. Refer to Article 3.3.4 for further information.

8.6.3.7 It is not permitted for a crew member to carry an Infant up or down the steps or to assist with nappy changing activities.

8.6.3.8 Under no circumstance must any of Our staff or representative of Ours or another Passenger be asked to accept responsibility for an Infant during the flight.

8.6.3.9 Car seats or other similar restraining devices are not allowed to be used on board Our flights.

8.6.3.10 All Children aged two (2) years or older must occupy their own seat, and shall not be regarded as Infants.

8.6.3.11 For safety and operational reasons, certain seats are not available to be purchased by an Adult travelling with an Infant.

8.6.4 Children Accompanied by Adults

8.6.4.1 Children under the age of sixteen (16) years must not be seated on a restricted seat. Refer to Article 3.3.4 for further information.

8.6.4.2 Children must be seated in the same row or should be separated by no more than one seat row from the accompanying Adult.

8.6.4.3 The accompanying Adult remains responsible for the Child/Children at all times.

8.6.4.4 If requested to assist, it is acceptable for a crew member to monitor a Child momentarily if the Adult needs to visit the toilet, but in no other circumstances. In such circumstances, the crew member must always be near the Child/Children in the Passenger cabin and remain in view of other Passengers or crew.

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- 8.6.4.5 It is not permitted for a crew member to carry a Child up or down the steps or to assist with physiological needs.
- 8.6.4.6 Under no circumstance must any of Our staff or representative of Ours be or another Passenger be asked to accept responsibility for a Child or group of Children during the flight.
- 8.6.5 Children Unaccompanied (Aged 12 years and under 16 years)
- 8.6.5.1 Any Child over the age of twelve (12) and under sixteen (16) years of age is regarded as a “young person” and may travel unaccompanied subject to their parents/Guardian signing a disclaimer form at the airport check-in which confirms acceptance that the Young Person remains responsible for his/her actions, documentation and property. Should the signed disclaimer form not be submitted to Us as per our terms and conditions, We will cancel the Booking it relates to, the Young Person will be denied Boarding, and no refund will be made in respect thereof. There are no limits on the number of young persons that can travel on a fastjet flight.
- 8.6.5.2 Any Child between the ages of five (5) and under twelve (12) years of age travelling alone shall be regarded as “Unaccompanied Minors”.
- 8.6.5.3 We accept Children travelling alone between ages five (5) years to under twelve (12) years. In all circumstances, the Booking must be made by a parent or legal guardian who is eighteen (18) years or older, or the relevant age of majority in his/her country of residence. All Our other Terms and Conditions for booking an Unaccompanied Minor shall apply.
- 8.6.5.4 Under no circumstances may another fastjet Passenger be asked to accept responsibility during a flight for a minor. Identification requirements and entry requirements for Infants and Children may vary from country to country. It is the applicable Infant or minor Child’s parent or Guardian’s responsibility to ensure that all Passengers on the Booking are properly documented, and that all identity documents and/or entry requirements are met. Our Identity requirements for Children can be found on Our Website or is available upon request.
- 8.6.5.5 Children under the age of sixteen (16) years must not be seated on a restricted seat. Refer to Article 3.3.4 for further information.
- 8.6.5.6 For safety and operational reasons, certain seats are not available to be purchased by an Adult booking for a Child.
- 8.6.6 Children Unaccompanied (Aged 5 years and under 12 years)
- 8.6.6.1 Unaccompanied Minors are Children between five (5) years to under twelve (12) years of age.
- 8.6.6.2 Children under the age of five (5) years of age shall not be accepted as Unaccompanied Minors.
- 8.6.6.3 For safety and security reasons, we will reserve the right to refuse travel if a Child is not booked and confirmed to travel as an Unaccompanied Minor, or if at the booking or travel stage any of Our conditions and requirements applicable for the carriage of Unaccompanied Minors are not adhered to.
- 8.6.6.4 We reserve the right to limit the number of Unaccompanied Minors accepted per flight.
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- 8.6.6.5 It is Your responsibility to familiarise Yourself with all Our policies and requirements in respect of travel arrangements for Unaccompanied Minors, as additional terms and conditions of service shall apply. Our policies and requirements are available on Our Website but can also be made available to You upon request.

8.7 CARRIAGE OF INVOLUNTARY PASSENGERS

- 8.7.1 The allowance of Involuntary Passengers to travel on Our flights will be subject to the judicial and legal administration processes applicable in the relevant jurisdiction and Our sole and absolute discretion. A Passenger will be regarded as an involuntary Passenger in the following circumstances:
- 8.7.2 Deportees and/or Persons in Custody, which will include a Passenger who has been legally admitted to a country by its authorities or who had entered a country illegally, and who at some later stage is formally ordered to be removed from that country. Deportees/persons in custody may only be accepted for carriage by fastjet upon completion and confirmation of the appropriate consultations and notifications, and provided that the Passenger is at all times accompanied by an appropriate escort. Any escort required to accompany a deportee/person in custody, must be qualified for the task, subject to the approval from the applicable authority having jurisdiction in the matter.
- 8.7.3 Inadmissible Passengers which will include a Passenger who has been refused admission to a country by authorities of that country, or who is refused onward carriage by a country authority at a point of transfer, e.g. due to lack of visa, expired passport, etc. and/or a person who is in police or judicial custody. An inadmissible Passenger need not be escorted as in the case of deportees, provided such Passenger(s) is/are no threat to the safe operations of the flight. Should an inadmissible Passenger, at any stage before the departure of the flight show signs of violent behaviour or any other behaviour deemed inappropriate by Us, We will refuse such a person for carriage and the Booking shall be forfeited without a refund made in respect thereof.
- 8.7.4 In the event of an Involuntary Passenger requiring carriage on a fastjet flight, We should be notified accordingly in advance and Our permission must be obtained (which permission may be conditional), failing which, We will be entitled to cancel the Booking with no refund made in respect thereof.

8.8 FAILURE TO COMPLY

- 8.8.1 Failure to comply with any of the requirements or procedures under this Article 8, including our policies and requirements or any applicable laws and regulations relating thereto, will result in denied boarding and the Booking will be forfeited.

8.9 LIABILITY

- 8.9.1 Regardless of the existence of a medical letter or certificate in respect of the Passenger, whether presented to or requested by Us or not, We (including Our directors, staff, contractors and agents) will under no circumstances be liable to the Passenger (including their estate or dependants) for any loss, damage, injury or death suffered by such a Passenger from whatsoever cause arising related to a Passenger's medical condition, pregnancy or the like (whether disclosed or not) and the Passenger hereby indemnifies Us (including Our directors, staff, contractors and agents) against any claim made against Us (including Our directors, staff, contractors and agents) in this regard.

9 REFUSAL AND LIMITATION OF CARRIAGE

9.1 RIGHT TO REFUSE CARRIAGE

- 9.1.1 We may, at Our sole discretion, refuse to carry You and/or Your Baggage if We have notified You in writing that We will not at any time after the date of such notice carry You on Our flights. In such circumstances You will be entitled to a refund for Bookings made and paid for.
- 9.1.2 We may also refuse to carry You and/or Your Baggage if one (1) or more of the following have occurred or We reasonably believe may occur, in which case You will forfeit Your Booking and will not be entitled to any refund:
- (i) Such action is necessary in order to comply with any applicable government laws, regulations, or orders.
 - (ii) The carriage of You and/or Your Baggage may endanger or affect the safety of the aircraft, or the safety, health, or materially affect the comfort of other customers or crew.
 - (iii) 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.
 - (iv) You have committed misconduct on a previous flight, and We have reason to believe that such conduct may be repeated.
 - (v) You have refused to submit to a security check on You and/or Your Baggage.
 - (vi) You have not paid all of the applicable fare, taxes, fees or charges timeously in full.
 - (vii) 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 travel documents during flight, refuse to surrender Your travel documents to the flight crew, against receipt, when so requested or refuse to allow Us to photocopy Your travel documents.
 - (viii) You present a Ticket that has been acquired unlawfully, has been purchased from an entity other than Us or Our Authorised Agent, or has been reported as being lost or stolen, is a counterfeit, or You cannot prove that You are the person named in the Ticket.
 - (ix) You fail to observe Our instructions with respect to safety or security.
 - (x) You have used threatening, abusive or insulting words towards Our ground staff or crew of the aircraft.
 - (xi) You have deliberately interfered with a member of the crew of the aircraft carrying out their duties.

- (xii) You have made or have threatened to make a threat or hoax threat relating to bombs, biological or chemical weapons.
- (xiii) You have put the safety of either the aircraft or any person in it in danger or have threatened to do so.
- (xiv) You have committed a criminal offence during the check-in or Boarding process or on board the aircraft.

10 BAGGAGE

10.1 CABIN BAGGAGE

- 10.1.1 Cabin Baggage may be referred to as hand baggage or cabin baggage and refers to any of Your Baggage other than Checked Baggage. Dimensions of Cabin Baggage may not exceed 55cm x 35cm x 20cm and may not weigh more than 7 kg. Each Passenger is allowed one (1) piece of Hand Baggage only. This condition shall be rigidly enforced. A small handbag or personal item is permitted comprising of dimensions not exceeding 40cm x 30cm x 15cm and must be placed under the seat in front of Your seat. Adults with Infants may also take a small bag containing immediate use items for the infant.
- 10.1.2 If your Cabin Baggage is in excess of the prescribed dimensions or weight, or is considered unsafe for any reason, it must be carried as Checked Baggage, and either be within Your allowance or carry additional charge according to Article 10.1 and 10.2. Should it be found that, at the time of Boarding, Your Cabin Baggage exceeds these limitations or is not tagged as Cabin Baggage, fastjet shall deny Boarding of such Passenger and the Booking will be forfeited without the Passenger having any right to a refund.
- 10.1.3 Objects not suitable for carriage in the aircraft hold (such as delicate musical instruments), and which do not meet the requirements in Article 10.3, will only be accepted for carriage in the cabin compartment if You have given Us notice in advance and permission has been granted by Us and subject to the payment of applicable charges.
- 10.1.4 On some aircraft or flights there may be space restrictions applicable to the Cabin, which may result in Us requiring You, just before boarding, to place your Cabin Baggage in the aircraft hold. In such circumstances You are responsible for removing any fragile items and valuables, or any critical item required during the flight before you hand over your bag to be placed in the aircraft hold.

10.2 CHECKED BAGGAGE

- 10.2.1 Allowances
 - 10.2.1.1 Passengers will enjoy the benefits of a prescribed Checked Baggage allowance in accordance with a Piece Concept. The applicable fare conditions and a prescribed maximum permitted number of pieces subject to aircraft type, weight and size restrictions will govern the allowance allocated per booked flight. More information can be obtained on Our Website or from Our call centre.
 - 10.2.1.2 Checked Baggage is any item that is, subject to compliance with Our policies, applicable laws, regulations and airport operators accepted by Us for carriage in the aircraft hold, which may include but not be limited to suitcase, and any mobility equipment such as, wheelchairs, mobility aid devices and walking

frames. Oversized baggage is subject to separate fees, charges and restrictions. Sports and music equipment are included in the Checked Baggage allowance subject to our standard weight and dimensions restrictions per piece of Checked Baggage.

- 10.2.1.3 In order for Baggage to qualify as Cabin Baggage, the item must adhere to our requirements and these Terms and Conditions, failing which the item will need to be checked in as Checked Baggage.
- 10.2.1.4 You will be required to pay an excess charge for the carriage of checked baggage in excess of a prescribed Checked Baggage allowance. The baggage fee for an excess piece of Checked Baggage may be lower if pre-booked online or purchased via Our call centre or Our Authorised Agents than if You purchase Checked Baggage at the airport on the day of departure. If You wish to add an excess piece of Checked Baggage to Your Booking after Your Booking has been made, You may be permitted to do so online on Our Website or Mobile App through the "Manage Your Booking" function, through the Our call centre, or at a fastjet travel shop, or at a fastjet ticket desk or Our Authorised Agents up to sixty (60) minutes before the scheduled departure of Your flight at the applicable online rate for Checked Baggage. For safety reasons, this service may be restricted during the peak travel seasons.
- 10.2.1.5 Baby strollers/prams, Infant car seats, wheelchairs, mobility aid devices and walking frames are carried free of charge.
- 10.2.1.6 The weight allowance can be increased up to a maximum of 32kg by payment of an excess weight fee per kilogram, as set out in our Fees and Charges. Excess charges will be applied per bag that exceeds the prescribed weight allowance and prescribed dimensions. Pooling of baggage weight will not be permitted.
- 10.2.1.7 We may at times restrict the total number of Checked Baggage items accepted for travel in accordance with the prescribed payload conditions applicable for the aircraft. We will do all possible to load all Checked Baggage but, in the interest of operational safety and payload conditions, we may opt to carry some Checked baggage on the next available flight to your destination. In such circumstances You may not be permitted to utilise the option to purchase additional Checked Baggage allowance options permitted for Your fare option.
- 10.2.1.8 If You wish to purchase the right to carry more than Your permitted Checked Baggage You may do so in accordance with Our excess baggage conditions application for the fare option, you have selected. Contact the Call Centre for the prescribed maximum pieces of baggage permitted. Checked Baggage allowance may be used for a bag, sporting equipment or a musical equipment.
- 10.2.1.9 Pre-paid additional Checked Baggage fees are non-refundable if unused.
- 10.2.1.10 For health and safety reasons We cannot accept any individual item of Checked Baggage exceeding 32kg or with combined dimensions of more than 81cms (height), 119cms (width) and 119cms (depth), total 319cms.
- 10.2.1.11 Sporting and musical instruments are interchangeable with the standard free baggage allowance and must be specified and pre-booked as a maximum limit per aircraft type may apply. Items of oversized Baggage including sports and musical instruments are subject to excess baggage charges. In such circumstances a fee is charged for the carriage of each item per flight. The applicable charges and weight allowances are set out in Our Fees and Charges. The weight allowance can be increased up to a maximum of 32kg by payment of

an excess weight fee per kilogram, as set out in our Fees and Charges schedule available on Our Website or upon request.

- 10.2.1.12 Baggage exceeding these limitations will be accepted as Checked Baggage and if the Baggage dimension (81cms (height), 119cms (width) and 119cms (depth) and weight allowance (23kg) is exceeded; excess charge fees shall apply as set out in Our Fees and Charges schedule available on Our Website or upon request.

10.2.2 Additional or Excess Checked Baggage

- 10.2.2.1 We offer a Piece Baggage concept, however the standard Checked Baggage weight restriction per single piece/bag is 23kg with a prescribed dimension of 81cms (height), 119cms (width) and 119cms (depth), total 319cms will apply.

- 10.2.2.2 If Your Checked Baggage item(s) exceed the weight restriction, the weight allowance can be increased by payment of an excess weight fee per kilogram per bag. There is a maximum weight restriction of 32kg per single piece of Checked Baggage, due to health and safety restrictions. The applicable excess weight charge per single piece is set out in Our Fees and Charges schedule. Similarly, if your checked baggage item exceeds the prescribed dimension, an excess charge will apply. Checked Baggage exceeding the prescribed dimension may be restricted and subject to the airport operators' regulations and prescribed standards.

- 10.2.2.3 Members of a group and a family travelling together showing on the same Booking, may pool their baggage allowance up to the equivalent of the total pieces (only). Passengers who are not showing together on the same Booking, cannot pool their Checked Baggage. The standard excess charges per piece and excess baggage rate per kilogram and dimension will apply.

- 10.2.2.4 Some fare types may permit the combinability of checked baggage allowance weight, within the maximum number of pieces permitted for carriage.

10.2.3 Checked Baggage Carriage

- 10.2.3.1 Upon delivery to Us of Your Baggage which You wish to check in, We will take custody of, and issue a Baggage Identification Tag and Baggage Receipt for, each piece of your Checked Baggage. It is Your responsibility to retain such Baggage Receipt and to present same when so requested. Should You fail to present a Baggage Receipt in respect of the Baggage in question, We will be entitled to charge You the applicable fees and charges in respect of checking-in of Checked Baggage, including those charges applicable to excess Baggage. Accordingly, it is Your sole responsibility to ensure that You are issued a receipt for each item of Your Checked Baggage when checking in.

- 10.2.3.2 Checked Baggage must have Your name or other personal identification affixed to it.

- 10.2.3.3 Checked Baggage will, whenever 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.

10.2.4 Collection and Delivery of Checked Baggage

- 10.2.4.1 Subject to Article 10.2.3.3, You are required to collect Your Checked Baggage as soon as it is made available at Your 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 one month of the time it is made available, We may dispose of it without notice to You and without any liability to Us.
- 10.2.4.2 Only the bearer of the Baggage Receipt and Baggage Identification Tag, is entitled to take delivery of the Checked Baggage.
- 10.2.4.3 If the Passenger claiming Checked Baggage is unable to produce the Baggage Receipt and identify the Baggage by means of the Baggage Identification Tag, We will deliver the Baggage to such Passenger only on condition that he or she establishes to Our satisfaction his or her right to the Baggage.

10.3 UNACCEPTABLE ITEMS IN CHECKED BAGGAGE & CABIN BAGGAGE

- 10.3.1 You must not include in Your Checked Baggage and Cabin Baggage:
- (i) items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations, or in Our policies or regulations (further information is available from Us on request);
 - (ii) items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from or to.
 - (iii) items (including but not limited to Firearms) which are reasonably considered by Us to be unsuitable for carriage because they are dangerous, unsafe or by reason of their weight, size, shape or character, or which are fragile or perishable having regard to, among other things, the type of aircraft being used. Information about unacceptable items is available upon request.
 - (iv) money, jewellery, precious metals, computers, personal electronic devices, photographic equipment, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples, or any items which are of high value, are fragile or are irreplaceable.
- 10.3.2 Domestic knives and similar items may be accepted as Checked Baggage, at Our sole and absolute discretion, but will not be permitted in the cabin of the aircraft. Such items must be declared at check-in.
- 10.3.3 If, despite being prohibited, any items referred to in Article 10.3.1 or any Handgun(s) and/or ammunition which We have refused to carry are included in Your Baggage, We shall not be responsible for any loss or damage to such items.
- 10.3.4 The carriage of any small vehicles powered by lithium batteries, such as air wheels, solo wheels, balance wheels, hoverboards or mini Segways, as Baggage are prohibited.
- 10.3.5 Items such as, but not limited to e-cigarette/Vape/Twisp or similar, artists paint in tubes, CO2 inflation canisters, any electronic device containing a lithium/lithium-ion battery, spare Lithium ion batteries or power banks and dry ice, are only permitted as Cabin Baggage.
- 10.3.6 Items such as a single box of matches or one lighter, is permitted on Your person.

- 10.3.7 You must not include in your Checked Baggage fragile or perishable items of any kind whatsoever. These include cut flowers, plants, foods, untreated animal skins or hides, personal medication, whole blood, and blood cells and similar articles requiring maintenance at specific temperatures, fragile musical instruments, artwork (these include pictures, drawings, models, souvenirs, other art objects, curios and similar articles), perfumes and fragrances, money, credit cards, jewellery, precious metals, computers, personal electronic devices, cellular telephones, and/or photographic equipment. Photographic equipment includes all cameras including, but not limited to photoflash equipment, photometers, spectrometers, phototubes, and/or other similar devices that use sensitive tubes or plates and film (still or movie), exposed or unexposed, as well as all related attachments or accessories, precision instruments (this includes microscopes, oscilloscopes, meters, counters, polygraphs, electrographs, medical equipment and similar articles), audio and video equipment including, but not limited to, televisions, radios, iPods, GPS equipment, stereo equipment, VCR players, VCR recorders and their accessories, typewriters, hairdryers, sewing machines, specialized equipment, and similar articles, ceramics/chinaware/glass (this includes pots, statues, bowls, dishes, glasses or other containers made of clay hardened by heat, earthenware, crockery, and containers or ornaments made of porcelain or baked clay; and items made of or containing glass and similar articles), negotiable papers, securities or other valuables, business documents, passports and other identification documents and house and car keys, or samples. Liquid transported in any container is considered fragile.
- 10.3.8 Recreational items, which includes tents of any description, backpacks, sleeping bags, and knapsacks made of plastic, vinyl, or other easily torn material with or without metal frames, outside pockets, or protruding straps and buckles and other sporting or recreational items not contained in a rigid heavy case will only be accepted for carriage by fastjet at the sole risk of the Passenger. The act of handing such duly identified items of baggage over to fastjet (or its agents) indemnifies Us against any subsequent claim for alleged damage to and/or pilferage from such item or its contents.
- 10.3.9 Certain items and articles are prohibited or restricted as considered as Dangerous Goods as defined by IATA. You must ensure that you adhere to these prohibitions and restrictions. Refer to our Website for full details.

10.4 RIGHT TO REFUSE CARRIAGE OF CHECKED OR CABIN BAGGAGE

- 10.4.1 Subject to the provisions of Articles 10.3.1 and 10.3.2, We will refuse to carry as Baggage the items described in Article 10.3, and We may refuse further carriage of any such items upon discovery.
- 10.4.2 We may refuse to carry as Baggage any item reasonably considered by Us to be unsuitable for carriage because of its size, shape, weight, content, character, or for safety or operational reasons, or the comfort of other customers.
- 10.4.3 In addition to these Terms and Conditions, it is Your responsibility to familiarise Yourself with fastjet's policies and requirements in respect of unacceptable items, which are available on Our Website or upon request.
- 10.4.4 We may refuse to accept Baggage for carriage unless it is in Our reasonable opinion properly and securely packed in suitable containers. Information about packing and containers unacceptable to Us is available upon request.

10.5 RIGHT OF SEARCH OF CHECKED OR CABIN BAGGAGE

- 10.5.1 For reasons of safety and security We may request that You permit a search and scan of Your person and a search, scan or x-ray of Your Baggage. If You are not available, Your Baggage may be searched in Your absence for the purpose of determining whether You are in possession of or whether Your Baggage contains any item described in Article 10.3 or any Firearms, ammunition or weapons of any kind whatsoever. If You are unwilling to comply with such request, We may refuse to carry You and Your Baggage. In such an event, Your Booking will be cancelled, and You will not be entitled to a refund. In the event a scan causes damage to You or an x-ray or scan causes damage to Your Baggage, We shall not be liable for such damage unless directly as a result of Our gross negligence or willful misconduct.

10.6 ANIMALS

- 10.6.1 Save as stated in Article 8.3 and on approved routes only, We will otherwise not accept any animals (dead or alive) for carriage within the cabin or hold.

10.7 HUMAN REMAINS: FUNERAL COFFIN, OR ASHES FROM CREMATION

- 10.7.1 We do not accept human remains in a coffin for carriage on domestic or international routes.
- 10.7.2 The carriage of ashes is permitted. A copy of both the death certificate and the cremation certificate (if applicable) must accompany them. The Passenger in possession of the ashes must ensure they are securely packaged in an appropriate container and should include the ashes in their Cabin Baggage. We also advise that the handling agents be informed when checking in.
- 10.7.3 Carriage of any other human parts or remains is not permitted.

10.8 EQUIPMENT FOR INFANTS AND CHILDREN

- 10.8.1 If You are travelling with an Infant or a young Child You are allowed to carry one baby stroller/pram and Infant/toddler car seat per Infant or Child, free of charge. This item will need to be tagged at check-in and be taken from the Passenger prior to Boarding to be placed safely in the hold. Upon arrival at the destination, the stroller/pram may be collected at the aircraft steps, and the car seat may be collected from the carousel. Alternatively, Passengers can check in the item at the check-in desk directly free of charge. For safety reasons no item may exceed 32kg.

10.9 SPORTS AND MUSIC EQUIPMENT

- 10.9.1 Passengers wishing to carry sports or music equipment will be permitted to include the items as part of the Checked Baggage allowance in accordance with the fare purchased. Sporting Equipment & Musical Instruments must be specified and pre-booked as a maximum limit per aircraft type may apply. Sports equipment includes, but is not limited to, bicycles, golf bags, surfboards, wind and kite surfing equipment, fishing rods etc. Bicycles must be packed in a bicycle box. Bicycles without appropriate package will not be accepted. Musical instruments must be packaged in a hard carry case. Instruments without an appropriate hard case will not be accepted. Any item presented at Check-In that exceeds the prescribed free baggage allowance or weight and dimensions will be subject to additional or excess Baggage Charges as set out in Our Fees and Charges schedule.

10.10 HANDGUNS, RIFLES & AMMUNITION

- 10.10.1 The carriage of Handguns, Rifles and Ammunition for use with such Handguns or Rifles is permitted on flights operated by Fastjet Zimbabwe Ltd.
- 10.10.2 Any Handgun(s), Rifle (s) and ammunition for such Handgun or Rifle will only be carried in accordance with our policies, procedures and operational requirements, all of which are subject to change from time to time. Carriage is only permitted by persons 18 years or older. Carriage shall be in the aircraft hold as checked baggage and will not be permitted in the aircraft Cabin. Only ammunition used for the accompanying Handgun/Rifle will be allowed carriage. No other ammunition will be permitted
- 10.10.3 Ammunition must be packed separately in checked baggage, In the original packaging from the manufacturer or in packaging specifically designed to carry small amounts of ammunition (made of fibre, wood or metal). The maximum amount of ammunition permitted for carriage in the Checked Baggage may not exceed 5kgs per Passenger travelling with a Handgun/Rifle for which such ammunition is applicable.
- 10.10.4 Rifles must be unloaded and locked in a hard-sided rifle container/ rifle case and transported as Checked Baggage only. Firearm magazines and ammunition clips must be empty and securely packed in checked baggage or included within a hard-sided case containing the unloaded firearm. You shall retain the key or combination to the lock unless police or airport security personnel request the key to open the firearm container to ensure compliance with local regulations. You may use any brand or type of lock to secure your firearm case, including TSA-recognized locks. Rifle tele-scopic sights are permitted in carry-on and checked baggage. Replica firearms, including firearm replicas that are toys, may be transported in checked baggage only.
- 10.10.5 Unless otherwise directed by Us, all Handgun(s) must be unloaded, have the safety catch on and be suitably packed in a pouch and shall be placed by our staff in the gun box located in the aircraft hold.
- 10.10.6 Carriage is subject to completion of a firearms form. You are required to consent to the ground handling and/or security staff take control of such Handgun/Rifle in order to ensure that it is placed in the gun box in the aircraft hold.
- 10.10.7 If You want Us to carry any Handgun(s), Rifle(s) or ammunition for such Handgun(s) and Rifles, You must notify the check in and security staff at the airport before You check-in for the applicable flight. Security and police will complete the necessary checks and advise the fastjet staff if the Handgun/Rifle qualifies for carriage on board aircraft. If the necessary checks are not completed, We may, at Our sole and absolute discretion, refuse to carry such items.
- 10.10.8 You must make sure You have all the valid legal documents You need for Handgun(s) /Rifle(s) and related ammunition to prove ownership and legal authority for the possession of the Handgun(s)/Rifle(s) and related ammunition.
- 10.10.9 Handguns/Rifles and related ammunition are subject to police and other security formalities, such that You should check-in two (2) hours prior to the scheduled departure time of Your flight. Please contact the fastjet call centre for further information.
- 10.10.10 Failure to comply with these terms may result in You being denied boarding and forfeiture of Your Booking with no refund to You.
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10.11 FRESH PRODUCE AND PERISHABLES

- 10.11.1 The transportation of perishables such as fruit, vegetables or flowers is permitted on domestic flights within Zimbabwe as part of Your Checked Baggage allowance and available at the appropriate charge. Fresh produce and perishables are carried at Your own risk, and We accept no liability for the safe transport thereof, or that such goods will arrive at their destination in an unperished state, whether as a result of any delays or otherwise. Perishables will not be carried in the event that toxic insecticides have been used.

11 SCHEDULES, DELAYS, CANCELLATION OF FLIGHTS

11.1 SCHEDULES

- 11.1.1 The flight times published on Our Website, communicated through Our call centre or through Our Authorised Agents may be subject to change between the date of publication and the date of departure. We do not guarantee such flight times to You and they do not form part of Your contract with Us. You are encouraged to check and confirm applicable schedules and flight times regularly prior to Your departure.
- 11.1.2 Before We accept Your Booking, We will use Our reasonable efforts to notify You of the scheduled flight time in effect as of that time, and it will be shown on Your Ticket or flight reservation. It is possible We may need to change the scheduled flight time and, provided that You have made available Your contact information to Us, We will endeavour to notify You of any such changes. If, after You purchase Your fastjet flight Ticket, We make a significant change to the scheduled flight time, which is not acceptable to You, and We are unable to book You on an alternate fastjet flight, which is acceptable to You, You will be entitled to a refund in accordance with Article 13.

11.2 NO SHOW

- 11.2.1 Should You fail to check in timeously (or not at all) or present themselves timeously at the Boarding gate (or not at all), You will be regarded as a “no-show”, in which event the following applies:
- 11.2.1.1 Your Booking/Ticket will be forfeited, and You will not be entitled to a refund in respect thereof. Unused taxes may be refunded, and a refund taxes administration fee will apply in accordance with the applicable fees and charges; and
- 11.2.1.2 Your Booking/Ticket must be used in the sequence that it is booked and ticketed for. If You do not show-up for the first flight (Your missed flight) that has a return flight secured in the same Booking/Ticket, the return flight in the same Booking/Ticket will be automatically cancelled. This will be classified by Us as a no-show downline cancellation.
- 11.2.1.3 Alternate travel options may be applicable in accordance with Our fare rules or rebooking policies.
- 11.2.2 It is Your responsibility to familiarise Yourself with all Our Booking policies and requirements in respect of Your travel, as additional terms and conditions may be applicable. Our policies and requirements are available on Our Website but can also be made available to You upon request.

11.3 DELAYS

- 11.3.1 We will take commercially reasonable measures to avoid delays in carrying You and Your Baggage.
- 11.3.2 If We delay a flight, We shall be liable to You for any Damages arising as a result of You being delayed, only up to the limit of Our liability as provided by the Convention or Local Laws.
- 11.3.3 We will not be liable to You for Damages, losses or claims arising as a result of You being delayed if:
- (i) We took all reasonable measures to avoid any Damages; or
 - (ii) it was impossible for Us to take reasonable measures due to circumstance beyond our control; or
 - (iii) the delay was due to Extraordinary Circumstances.
- 11.3.4 In the event of a delay exceeding 03 (three) hours, where the delay is not due to Extraordinary Circumstances, We shall, at Your option, rebook You onto another fastjet flight to Your scheduled destination on an alternative date without change fees (fare differences may apply).
- 11.3.5 In the event of a delay exceeding 05 (five) hours, where the delay is not due to Extraordinary Circumstances, We shall, at Your option, cancel Your booking and give You a refund in accordance with the provisions of Article 13.

11.4 CANCELLATIONS

- 11.4.1 Where a cancellation or significant alteration is made to our schedule before the date of your departure, we will use reasonable efforts to inform you of any such cancellation or alteration using the information provided to us at the time of making the reservation.
- 11.4.2 Except as otherwise provided by the Convention or Local Laws, If We cancel a flight, fail to operate a flight or, fail to stop at Your destination, the options We offer You, as stated in this Article 11.5, are the sole and exclusive remedies available to You and We shall have no further liability to You resulting from or relating to the cancelation of Your flight.
- 11.4.3 If, other than due to Extraordinary Circumstances, We cancel a flight, fail to operate a flight or, fail to stop at Your destination, We shall, at Your option, either:
- (i) rebook You onto another fastjet flight to Your scheduled destination on an alternative date without change fees (fare differences may apply); or
 - (ii) within a reasonable period of time, re-route you to the destination shown on your ticket by our own services or those of another carrier with whom fastjet has pre-approved arrangements, without additional charge; or
 - (iii) cancel Your booking and give You a refund in accordance with the provisions of Article 13.
- 11.4.4 If, due to Extraordinary Circumstances, We cancel a flight, fail to operate a flight or, fail to stop at Your destination, We shall rebook You onto another fastjet flight to Your scheduled destination on an alternative date without change fees (fare differences may apply).

11.4.5 Fastjet cannot accept responsibility for missed onward connections as a result of any delays to scheduled departure times should onward flights not be issued on the same Ticket/Booking.

11.4.6 Refer to Article 13 for further details on Refund procedures.

11.5 PUBLISHED MATERIAL

11.5.1 Except in the case of Our act or omission done with intent to cause damage or recklessly and with knowledge that damage would probably result, We shall not be liable for errors or omissions in timetables or other published material as to the dates or times of departure or arrival or as to the operation of any flight.

12 INABILITY TO PROVIDE CARRIAGE

12.1 OVERBOOKING

12.1.1 In order to minimise the effect of a “no show” and enable seats to be used by Passengers who otherwise would not be travelling on their chosen flight, We, as most airlines may overbook services. By careful monitoring and control, We will do our utmost to match the number of available seats to the number of Passenger that We expect will appear for flight.

12.1.2 In the unlikely event that We are not able to provide You a seat for a confirmed booking We shall, offer You the option to;

- (i) cancel Your booking and give You a refund in accordance with the provisions of Article 13; or
- (ii) rebook You onto another fastjet flight to Your scheduled destination on an alternative date without change fees (fare differences may apply).

13 REFUNDS

13.1 GENERAL

13.1.1 Subject to these Terms and Conditions, some of our Bookings are non-refundable. Bookings may be changed to an alternative flight at the same or higher fare subject to availability, the payment of a change fee and any difference in fare. Full details can be found in Our schedule of Fees and Charges schedule. Please check the applicable fare rules prior to purchasing Your Ticket/Booking.

13.1.2 Refunds, where applicable, shall only be processed upon presentation of satisfactory proof of payment. Refunds will be processed within fourteen (14) working days.

13.1.3 Applications for refunds must be made by contacting Our call centre, fastjet travel shop or Your travel agent.

13.1.4 We reserve the right to make a refund in the same manner and the same currency used to pay for the Ticket. For the avoidance of doubt if payment has been made using mobile money, then the refund will be administered as a mobile payment in the same currency that was originally transacted.

13.2 DEATH

- 13.2.1 In the event of death of the Booked Passenger a refund will be considered by Us for the unused Ticket. A certified copy of the death certificate must be submitted with a refund request. The refund request will be considered for member/s of the immediate family that were booked to accompany the deceased booked on the same flight/Date or same booking reference.
- 13.2.2 In the event of death of an immediate family member of a Booked Passenger the booking may be amended for travel at a later date; the date /flight change penalty may be waived by Us with difference in fares, taxes and surcharges to be calculated in accordance with Our Applicable Tariff in effect on the date on which payment for your changes are received. No refund will be permitted.

13.3 HOSPITALISATION

- 13.3.1 In the event of hospitalisation of a Booked Passenger, an official hospital invoice/ tax receipt and medical certificate must be submitted with a refund request. A refund administration fee will be applied or rebook for new date or flight at a later date. In the event of a re-booking the date/flight change penalty may be waived with the difference in fares, taxes and surcharges to be calculated in accordance with Our Applicable Tariff in effect on the date on which payment for your changes are received. The rebooking offer will be made available to members of Your immediate family that were meant to accompany You, on the same booking reference.
- 13.3.2 Immediate family members are classified by Us as a spouse, mother, father and Children with the same surname only.

13.4 CANCELLATIONS & DELAYS

- 13.4.1 In the event that a fastjet flight is cancelled or delayed refunds of the fare or applicable portion therefore shall only apply in the circumstances and subject to the conditions prescribed in Article 11.
- 13.4.2 If We cancel a flight or fail to stop at Your destination and no alternative flight is available, or if a refund is otherwise due to You under these Terms and Conditions, the amount of the refund shall be:
- (i) if no portion of the Ticket has been used, an amount equal to the fare paid.
 - (ii) if a portion of the Ticket has been used, the refund will be not less than the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used.
- 13.4.3 Subject to this Article 13, We shall not be liable for any Damages, losses, direct or indirect costs incurred by You as a result of a cancellation or missed destination. You are strongly advised to take out adequate travel insurance in respect of the travel You intend to take.

13.5 FAILURE TO PROVIDE CARRIAGE

- 13.5.1 In the event that We fail to provide carriage refunds of the fare or applicable portion thereof therefore shall only apply in the circumstances and subject to the conditions prescribed in Article 12.

14 ONBOARD CONDUCT

14.1 UNACCEPTABLE CONDUCT

- 14.1.1 If, in Our reasonable opinion, You conduct Yourself aboard the aircraft so as to endanger the aircraft or any person or property on board the aircraft, obstruct the crew in the performance of their duties, or fail to comply with any instructions of the crew, Our policies and/or any applicable laws or regulations, including, but not limited to those with respect to smoking, alcohol or drug consumption, or behave in a manner which causes discomfort, inconvenience, damage or injury to other Passengers or the crew, We may take such measures as We deem reasonably necessary to prevent continuation of such conduct, including restraint and/or offloading, without any liability to You and/or any member(s) or Your travelling party. Without limiting the foregoing, You may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed on board the aircraft.

14.2 AIRCRAFT DIVERSION

- 14.2.1 If, as a result of Your behaviour as foresaid, We divert the aircraft to an unscheduled destination and offload You from the aircraft, You will be held liable to Us for all costs, damages and losses arising from the diversion of the aircraft for the purposes of offloading You, including without limitation, any fines or penalties imposed on Us by the government of the country to which We have diverted.

14.3 CONSUMPTION OF ALCOHOL

- 14.3.1 For the avoidance of doubt, You are not permitted to consume alcohol that has not been provided to You by Our crew onboard the aircraft, nor are You allowed to Board the aircraft in an intoxicated state. Duty-Free or other Alcohol purchases made at the Airport must remain unopened for the duration of Your journey with Us. We reserve the right to refuse to serve or sell alcohol to any Passenger on board the aircraft.

14.4 FAILURE TO COMPLY

- 14.4.1 If You fail to comply with the provisions of this Article 14 or conduct Yourself in any manner which is prohibited in terms hereof, You will also be held liable for all losses suffered or incurred by Us, Our agents, employees, independent contractors, other Passengers and any third-party in respect of death, injury, loss, damage or delay to other persons or to property, arising from Your misconduct.

14.5 ELECTRONIC DEVICES

- 14.5.1 For safety reasons, We may forbid or limit operation aboard the aircraft of electronic equipment, including, but not limited to, cellular telephones, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices, including radio-controlled toys and walkie-talkies. Operation of hearing aids and heart pacemakers is permitted.
- 14.5.2 Should You fail to comply with the provisions of Article 14.5.1, We reserve the right to confiscate and retain such devices for the duration of the flight at Your own risk and return same to You at time of de-boarding.

15 ARRANGEMENTS FOR ADDITIONAL SERVICES

15.1 ARRANGEMENTS WITH THIRD PARTY PROVIDERS

- 15.1.1 If We make arrangements on Your behalf with any third party service provider in respect of any services other than carriage by air on an aircraft owned or operated by Us, or if We issue a Ticket or voucher relating to transportation or services (other than carriage by an aircraft owned or operated by Us) provided by such a third party service provider (including but not limited to hotel reservations or car rental), we will do so in the capacity as acting as Your agent only, and any agreement resulting from such arrangements will be between You and the third-party service provider and fastjet will accept no responsibility or liability to You in this regard whatsoever, whether for performance of the service or otherwise.

16 SMOKING

16.1 NO SMOKING POLICY

- 16.1.1 All Our flights are strictly non-smoking. This includes the use of electronic cigarettes or any vaping devices which are not permitted for use inflight.

17 TRAVEL DOCUMENTATION

17.1 GENERAL

- 17.1.1 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. 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. 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, and Your Booking will be forfeited as a result without any refund.

17.2 TRAVEL DOCUMENTS

- 17.2.1 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, and Your Booking will be forfeited as a result without any refund.

17.3 REFUSAL OF ENTRY

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

17.4 CUSTOMER RESPONSIBILITY FOR FINES, PENALTIES & EXPENDITURES

- 17.4.1 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 expenditure so incurred. We may apply towards such payment or expenditure the value of any unused carriage on Your Ticket/Booking, or any of Your funds in Our possession.

17.5 CUSTOMS INSPECTION

- 17.5.1 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 or through Your failure to comply with this requirement.

17.6 SECURITY INSPECTION

- 17.6.1 You shall submit to any security checks by governments, airport officials, carriers or by Us.

17.7 MEDICAL COSTS AND DIVERSIONS

- 17.7.1 If You fall ill on board a fastjet aircraft and We decide that it is in Your interests to divert the aircraft to enable proper medical attention to be obtained, You will be responsible for any medical costs incurred, all costs arising from the diversion of the aircraft for the purpose of offloading You, any accommodation costs of family or friends who accompany You, as well as the costs of onward transportation from the unscheduled stopping point to Your final destination (if applicable). We recommend that You obtain adequate travel and medical insurance prior to commencing Your journey.

18 LIABILITY

18.1 GENERAL

- 18.1.1 Carriage by Us is conditional upon the rules and limitations relating to liability established by the Convention unless such carriage is not international carriage to which the Convention applies, in which case any other applicable Local Law shall apply.
- 18.1.2 Your contract of carriage with us (including these Terms and Conditions and all applicable exclusions and limits of liability) applies for the benefit of our authorised agents, servants, employees and representatives to the same extent as they apply to us. As a result, the total amount recoverable from us and our authorised agents, servants, employees and representatives will not be more than our own liability, if any.
- 18.1.3 We will have no liability to you regarding any product or services you book through us, as agent for the supplier thereof, unless caused solely by our negligence, save as provided for expressly under the Convention or any other applicable Local Laws.
- 18.1.4 We will be liable only for any damage or loss occurring during carriage on flights or flight segments where Our Airline Designator Code 'FN' appears in the carrier box of the Ticket for that flight or flight segment.

- 18.1.5 Except where other specific provision is made in these Terms and Conditions, We shall be liable to You only for recoverable compensatory damages for proven losses and costs in accordance with the Convention or any applicable Local Laws.

18.2 DEATH & INJURY

- 18.2.1 Our liability for compensatory damages in the event of death or other bodily injury caused by an accident on board flights or flight segments where Our Airline Designator Code 'FN' appears in the carrier box of the Ticket for that flight or flight segment, is subject to rules and limitations set out in the Convention or the applicable Local Laws.
- 18.2.2 If We prove that the damage was caused, or contributed to, by the negligence or other wrongful act or omission of the deceased or injured Passenger We may be exonerated wholly or in part from Our liability in accordance with the Convention or the applicable Local Law.
- 18.2.3 We are not responsible for any illness, injury or disability, including death, attributable to Your physical condition or for the aggravation of such condition.
- 18.2.4 We reserve all other defences available to Us (whether under the Convention or otherwise) and all rights of recourse against any other person, including (without limitation) rights of contribution and indemnity.

18.3 BAGGAGE (DAMAGE, DELAY & LOSS)

- 18.3.1 Our liability for compensatory damages You are entitled to recover for proven losses and costs in the event of loss of, or damage to, or delay of, your checked-in baggage, and cabin baggage/personal property carried by you aboard the aircraft, is subject to rules and limitations set out in the Convention and any other applicable Local Laws and these Terms and Conditions, generally as follows:
- 18.3.1.1 We will not be liable for any damage or loss to Cabin Baggage (including damage or loss to the content thereof) unless such damage or loss is caused by Our gross negligence or willful misconduct.
- 18.3.1.2 Any liability We have for any damage or loss, will be reduced by any negligence, wrongful act or omission on Your part which causes or contributes to the damage in accordance with applicable law.
- 18.3.1.3 We are not liable for any damage or loss arising from Our compliance with applicable laws or government rules and regulations, or from Your failure to comply with same.
- 18.3.1.4 Except in the case of an act or omission done with intent to cause damage or loss, or recklessly and with knowledge that damage, or loss would probably result, Our liability in the case of destruction, loss, damage or delays is subject to rules and limitations set out in the Convention and the applicable Local Laws.
- 18.3.1.5 If Your baggage is delayed for less than twenty-one days, We will pay a set amount to cover essential expenditure resulting from the delay to delivery of the baggage. If after twenty-one (21) days Your bag is not found, We shall treat it as a loss.

- 18.3.1.6 For the purposes of the Convention, if the weight of the Baggage is not recorded on the Baggage Receipt, it is presumed that the total weight of the Checked Baggage does not exceed the applicable baggage allowance for the class of carriage concerned. If in the case of Checked Baggage, a higher value is declared in writing pursuant to an excess valuation facility, Our liability shall be limited to such higher declared value.
- 18.3.1.7 We are not liable for any damage or loss caused by your Baggage or its contents. You shall be responsible for any damage or loss caused by your Baggage or its contents to other persons or property, including without limitation Our aircraft, property and crew.
- 18.3.1.8 We shall have no liability whatsoever for damage or loss to articles not permitted to be contained in Checked Baggage under Article 10.3, including without limitation fragile or perishable items, items having a special value, such as money, jewellery, precious metals, computers, personal electronic devices, negotiable papers, securities, or other valuables, business documents, passports and other identification documents, or samples.
- 18.3.1.9 We will not accept responsibility for the damage or loss of protruding parts such as wheels, straps, pull handles, or other items that are attached to baggage, perishable, damaged or fragile items or Baggage or for minor damage to the exterior of baggage (e.g. scratches, stains, soiling, dents as a result of the normal rigours of transportation by air or for water damage to non-water-resistant baggage).
- 18.3.1.10 We shall have no liability for any existing damage to Baggage, and/or damage in respect of oversized, overweight or over packed Baggage.
- 18.3.1.11 In the course of normal handling, your Baggage may show evidence of use and handling. We are not liable for conditions that result from normal wear and tear such as minor cuts, scratches, scuffs, dents and soiled baggage. We are not liable for damage to protruding parts such as wheels, feet straps, handles including telescoping / pull handles, hangers, hooks, loose flaps, pockets or other attached items.
- 18.3.1.12 We are not responsible for damaged Baggage (including damage or loss to the content thereof) due to manufacturer's defects.
- 18.3.1.13 We shall have no liability for items checked in sacks or paper/plastic bags that do not have sufficient durability or do not have secure closures or do not provide sufficient protection to the contents thereof.

18.4 CLAIMS FOR COMPENSATORY DAMAGES

- 18.4.1 Any claims settled by fastjet which You have accepted payment of and to which settlement You have not lodged a written objection to, will be deemed to have been accepted by You as full and final settlement of such claim after 3 (three) months of such payment, after which You will have no further claims against fastjet in respect thereof.

18.5 SUBMITTING A CLAIM

- 18.5.1 If You wish to file a claim or an action regarding damage or loss to Checked Baggage and/or its content, You must notify Us as soon as You discover such damage or loss by reporting to our service desk located at the airport and completing the required claims forms, and at the latest, in the case of damage within seven (7) days of receipt of in the case of Checked Baggage, and in the case of delay of baggage within twenty one (21) days from the date on which the baggage has been placed at Your disposal.

18.6 LIMITATION OF ACTIONS

- 18.6.1 Unless inconsistent with applicable laws, any right to submit a claim for damage or loss shall be extinguished if an action is not brought within two (2) years of the date of arrival at destination, or the date on which the aircraft was scheduled to arrive, or the date on which the carriage actually terminated. The law of the court where the case is heard shall determine the method of calculating the period of limitation.

19 SOCIAL MEDIA

- 19.1.1 You agree that Your access to and use of Our social media pages, which include but are not limited to Facebook pages, Instagram, Twitter, LinkedIn, TikTok, will not be for defamatory, unlawful, obscene, offensive, hateful, abusive, inflammatory, threatening, invasion of privacy purposes, or otherwise contain objectionable comments and/or content. We promote equality and therefore We do not tolerate any form of discrimination on grounds of age, disability, gender reassignment, marital or civil partnership status, pregnancy or maternity, race, colour, nationality, ethnic or national origin, religion or belief, sex or sexual orientation.
- 19.1.2 We reserve the right to remove any comment, thread, or content without prior warning to You. We also reserve the right to bring legal proceedings against any individual for a breach of these rules or law generally or take such other action as We reasonably deem appropriate.

20 GENERAL

- 20.1.1 In addition to these Terms and Conditions, carriage of You and your Baggage is also provided in accordance with certain other policies, regulations and/or conditions applying to or adopted by Us from time to time. These regulations and conditions, as varied from time to time, are available on request and are incorporated into the Terms and Conditions by this reference. They concern among other things; the carriage of Passengers with special needs, (including Passengers with disabilities, unaccompanied minors, pregnant women, and sick Passenger, restrictions on use of electronic devices and items, and the onboard consumption of alcoholic beverages, etc. It is Your responsibility to familiarise Yourself with all fastjet's policies and requirements in respect of Your travel, as additional terms and conditions may be applicable. Our policies and requirements are available on Our Website but can also be made available to You upon request.

21 INTERPRETATION

21.1 GENERAL

- 21.1.1 The title of each Article of these Terms and Conditions is for convenience only and is not to be used for interpretation of the text.
- 21.1.2 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 any required documents, You shall reimburse Us on demand, any amount so paid or expenditure so incurred. You consent to Us applying towards such payment or expenditure the value of any unused carriage on Your Booking, or any of Your funds in Our possession.
- 21.1.3 As used in these terms "Terms and Conditions" means the airline's individual terms and conditions of carriage and related rules, regulations and/or policies. Your contract of carriage with the airline providing you with carriage by air, whether international, domestic or a domestic portion of an international journey, is subject to the Ticket receipt/itinerary provisions and to the airline's Terms and Conditions. If your carriage is by more than one airline, different Conditions may apply for each airline. The Conditions of each airline involved in your contract of carriage are, by this notice, incorporated by reference into and made part of your contract of carriage. The Conditions may include, but are not restricted to:
- 21.1.3.1 Rules and limits on the airline's liability for the personal injury or death of Passengers.
 - 21.1.3.2 Rules and limits on the airline's liability for the loss of, damage to or delay of goods and baggage, including fragile or perishable goods.
 - 21.1.3.3 Rules for declaring a higher value for baggage together with payment of an additional charge.
 - 21.1.3.4 Application of the airline's Conditions and limits of liability to the acts of the carrier's agents, servants and representatives, including any person providing either equipment or services to the carrier.
 - 21.1.3.5 Claims restrictions, including time limits by which Passengers must file a claim or bring an action against the airline.
 - 21.1.3.6 Rules on reconfirmation of reservations, check in times, the use and duration of Tickets, and the carrier's right to refuse carriage in certain circumstances.
 - 21.1.3.7 Rights of the airline and limits on the airline's liability for delay or failure to perform a service, including schedule, changes, cancellation, substitution of alternative carriers or aircraft and re-routing.
 - 21.1.3.8 Your obligation to obtain all necessary travel documents such as a passport and visa.
- 21.1.4 You have the right to inspect the full text of each transporting airline's Terms and Conditions at its airport and city ticket offices and, on request, to receive the full text of the applicable Conditions from each transporting airline free of charge.



**TERMS & CONDITIONS
OF CARRIAGE**
(fastjet Zimbabwe Ltd)

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