SCENIC AIR SAFARIS Ltd.

GENERAL TERMS & CONDITIONS 2025

The following general terms and conditions form part of all charter and ground service confirmations with Scenic Air Safaris Ltd.
The General Terms and Conditions shall remain valid in their entirety unless otherwise specifically notified or agreed to in writing by Scenic Air Safaris Ltd.

1. LIABILITY

The liability of Scenic Air Safaris Ltd in respect of carriage of passengers hereunder is subject to the rules and limitations relating to liability established by the Warsaw Convention as applied in The Republic of Kenya, and by the terms and conditions stated hereunder.

2. AGREEMENT

i). The subject of this agreement is the transport of passengers and/or goods from the point of departure to the point of destination as stated in the confirmation. Scenic Air Safaris Ltd. reserves the right to utilize any empty capacity an aircraft may have, including any positioning flights before, during, or after the period in which the aircraft is available to the customer, without any compensation to the customer.

ii). Scenic Air Safaris Ltd. will endeavour to comply with the given air charter schedule, with the confirmed aircraft and routing.

iii). The customer shall provide Scenic Air Safaris Ltd. with a passenger name list as soon as possible after confirmation and before flight departure. Scenic Air Safaris Ltd takes no responsibility with regard to visa requirements or the lack of required entry documents of its passengers or with regard to other customs or legal impediments to entry and exit for passengers. In case of additional surcharges, fees, fines or similar due to a non-compliance, the customer will be directly billed for any such costs.

iv). Should an aircraft be chartered from another operator, the conditions of carriage of that operator apply together with the regulations of that operator's resident country as well as the regulations of the Warsaw Convention and the Montreal Convention of 28 May 1999, as applicable

v). The customer shall not be entitled to offset the agreed price and payment obligation against any other potential claim the customer may have towards Scenic Air Safaris Ltd.

3. QUOTATIONS / PROVISIONAL BOOKING REQUESTS

i). Are aircraft specific and thus subject to aircraft serviceability and availability on the day of requested booking. SAS reserves the right to substitute aircraft type with same or similar capacity in order to deliver the service requested

ii). May only be issued by authorised agents of Scenic Air Safaris Ltd for, whether they be air charter, accommodation or ground services. All quotations issued shall be costed point to point.

iii). Quotations are exclusively as per specific route requested. Flight positioning legs (*empty legs*) are not included and/or implied in the flight service provided. Scenic Air Safaris Ltd reserve the right to re-position aircraft in accordance with required daily charter schedules at time of operation

iv). All pricing Is subject to industry and related fuel price fluctuations. Should a fuel price fluctuation occur over US$ 0.80 per litre, Scenic Air Safaris will inform the 'charterer' as far in advance as is possible. Additional costs for fuel price fluctuations will be billed to accordingly

v). Are valid for fourteen (14) days

vi). if applicable, Vat of 16% shall be payable for services that attract a VAT surcharge

vii). Provisional booking requests for departures between;
01st June - 30 September and *15 Dec - 15 Jan* will be held for 7 days. Between all other dates will be held for 14 days

viii). Provisional bookings if not confirmed or extended beyond the applicable period, will be automatically released

Shall Include the following:

a). Aircraft operating costs including; single crew operation, fuel, aircraft insurance and maintenance, Air navigation and landing fees

Shall not include:

c). Passenger Travel insurance

d). Passenger Airport Departure Taxes if applicable

e). In-flight catering unless specifically requested

f). Crew meals, accommodation and transport. Where a day/night stop is required; the client/agent/operator will be required to make the necessary reservations for accommodation, meals and transport for the crew, to and from airports

g). Demurrage charges unless specifically requested for

4. CONFIRMATION OF SERVICES / INVOICES

i). A written confirmation of services request is required and may be received by email with e-signature and will be accepted as a signed request to confirm a booking

ii). Upon receipt of signed confirmation of the booking, an invoice for 20% of the value of the booking, non-refundable deposit will be issued

iii). Deposit and/or full payment is required to secure a booking

iv). Invoice payment is required within 7 days of invoice date and no later than 72 hours prior to any confirmed departure date / booking

v). Payments may be accepted by cheque, bank transfer, direct bank deposit, credit card or any other secure method.

vi). Electronic proof of payment advice (POP) will be accepted as proof of deposit / full payment.

5. CHANGES TO BOOKINGS

i). Should there be any en-route changes or delays as a result of compliance with the requirements of international law or national legislation or subordinate legislation; or customers changed requirements; unserviceability of the aircraft beyond Scenic Air Safaris Ltd reasonable control; safety of the aircraft; safety of the aircraft's crew; and/or safety of our passengers, we reserve the right to postpone or redirect the flight, or provide the customer with another aircraft, should any such occurrences arise and the booked aircraft becomes unavailable. Any additional costs arising from such changes and/or delays (excluding the cost of repairing the aircraft, but including the costs of arranging an alternative aircraft) shall become payable by the aircraft charterer in addition to the quoted price. Further, where the aircraft may be diverted due to weather and/or any other reason; and in the event, that the actual flight time logged by the pilot exceeds the quoted time, the actual hours flown will be invoiced accordingly and not the quoted time. If all costs (including any positioning costs of the booked aircraft back to home base, in case the above occurs en-route) are less than the amount agreed for the original flight schedule, Scenic Air Safaris Ltd. shall credit the difference to the customer.

ii). Scenic Air Safaris Ltd. shall not be liable for any financial or emotional damages to the customer, its passengers or any third party arising from any such delay or change.

iii). The same applies if the customer wishes to change the given schedule. Scenic Air Safaris Ltd. will do everything possible to comply with the customers' requirements, provided applicable aviation regulations, air traffic control requirements and crew duty time restrictions can be maintained and if the changes do not conflict with other bookings.

6. PAYMENT TERMS:

i). Payment in full for all bookings will be required as follows;

~ Peak Period : July, Aug, Sept & Dec - 60 days prior to first flight
~ Off Peak Period: All other months - 30 days prior to first flight

Note: For Bank transfers, all/any related transfer fees shall be borne by the remitter/sender. **For payments made by credit card a processing fee will be charged for amounts;**
~ up to US$2,000 = $50 / up to $5,000 = $130 / up to $10,000 = $220
~ for amounts higher than $10,000, please enquire directly with us

For local bank payments Please make your payment to the following account/s:

Account Name:	**Scenic Air Safaris Ltd.**
Branch:	**CFC Stanbic Bank Limited,**
Address:	**P.O.Box 90131-80100, Mombasa**
Branch:	**Digo Road Branch**
Sort Code:	**31-003**
SWIFT Code:	**SBICKENX**
USD Account:	**0100000645243**
KES Account:	**0100000533844**

Foreign payments go faster through an Intermediary bank

Bank Name:	**JP MORGAN CHASE BANK AMERICAS – NEW YORK**
SWIFT Code:	**CHASUS33**
Account No:	**890778116**
Final Credit to Account:	**CFC Stanbic Bank Ltd**
SWIFT Address:	**SBICKENX**
USD Account No:	**01100000645243**

7. CANCELLATION CHARGES:

All cancellations to confirmed charter flight bookings must be received in writing to **sales@scenicairsafaris.com** email address and you must receive an acknowledgment of the cancellation from us by return, confirming and accepting the cancellation. Should a confirmed booking be cancelled, the following cancellation charges shall apply;

A Non-refundable deposit of 20% of the total bookable amount will be charged, thereafter;

Peak Period : July – Sept & December

59-31 days prior to departure 30 % of the total amount
30 - 11 days prior to departure 50 % of the total amount
10 – 01 days prior to departure 80 % of the total amount
Less than 24hrs prior to departure 100 % of the total amount

Off Peak Period: All other months

29 - 11 days prior to departure 30 % of the total amount
10 - 05 days prior to departure 50 % of the total amount
04 – 01 days prior to departure 80 % of the total amount
Less than 24hrs prior to departure 100 % of the total amount

Scenic Air Safaris reserves the right to charge for any/all costs related or incurred to a confirmed booking including any expenses already incurred in order to confirm the booking, OR whichever is the greater. Including but not limited to clearance charges, positioning flights, ground services, crew costs, navigation charges or permits and any other costs directly related to flight preparation.

8. CANCELLATION OF ACCOMODATION SERVICES

i). For accommodation cancelled or reduced in guest number between 90 and 76 days - 20% of the total cost will be charged

ii). For accommodation cancelled or reduced in guest number between 75 and 66 days - 50% of the total cost will be charged

iii). For accommodation cancelled or reduced in guest number between 65 days and no show - 100% of the total cost will be charged

iv). During peak season a non-refundable 30% deposit must be made to confirm accommodation bookings and balance is payable 90 days prior to arrival

9. INFLIGHT

- **THE CAPTAIN** of the aircraft remains exclusively in command of the aircraft and shall have complete discretion concerning all technical and safety matters, both in and around the aircraft and for all phases of the flight including boarding, take off, in flight and landing.
- **SMOKING** is not permitted on board any flight.
- **PASSENGER LUGGAGE** The total baggage allowance for each passenger, inclusive of hand baggage and cameras varies according to passenger numbers, route and aircraft type flown. Average indication is 15kgs total and will be advised at the time of booking. All luggage must be packed in soft bags, which may easily be loaded into the baggage hold. Hardshell suitcases do not always fit in the luggage pods of our aircraft. If luggage does not fit in the luggage pod, it may be offloaded. Scenic Air Safaris will not be responsible for the carriage of offloaded luggage to passengers destination. Excess baggage will only be carried, at the sole discretion of the captain of the aircraft, if the payload of the aircraft and/or space permits. Excess if permitted will be charged at the prevailing rate for carriage of freight.
- **DANGEROUS or HAZARDOUS GOODS** as classified by ICAO will not be permitted on-board any of our aircraft without the necessary legal exclusion or safety documentation
- **CARRIAGE OF MINORS** Scenic Air Safaris only accepts the carriage of persons under the age of 12 years if they are accompanied by an authorised adult.

10. YOU ACKNOWLEDGE

i). That all applicable health, exit, entry, tax, visa, customs, and any other legal and statutory formalities or requirements are complied with by all passengers who travel on-board our aircraft and any such requirements shall not be the responsibility of Scenic Air Safaris to process or enforce. You hereby indemnify Scenic Air Safaris Ltd. from any claim or damage which may be incurred or suffered from traveller on any flight other than claims or damage caused by Scenic Air Safaris' own negligent or wilful misconduct.

ii). That by confirming a booking with Scenic Air Safaris, you have read and understand the General Terms & Conditions contained herein and agree and accept to be bound by said General Terms and Conditions 2019, in their entirety.

11. THIS CONTRACT

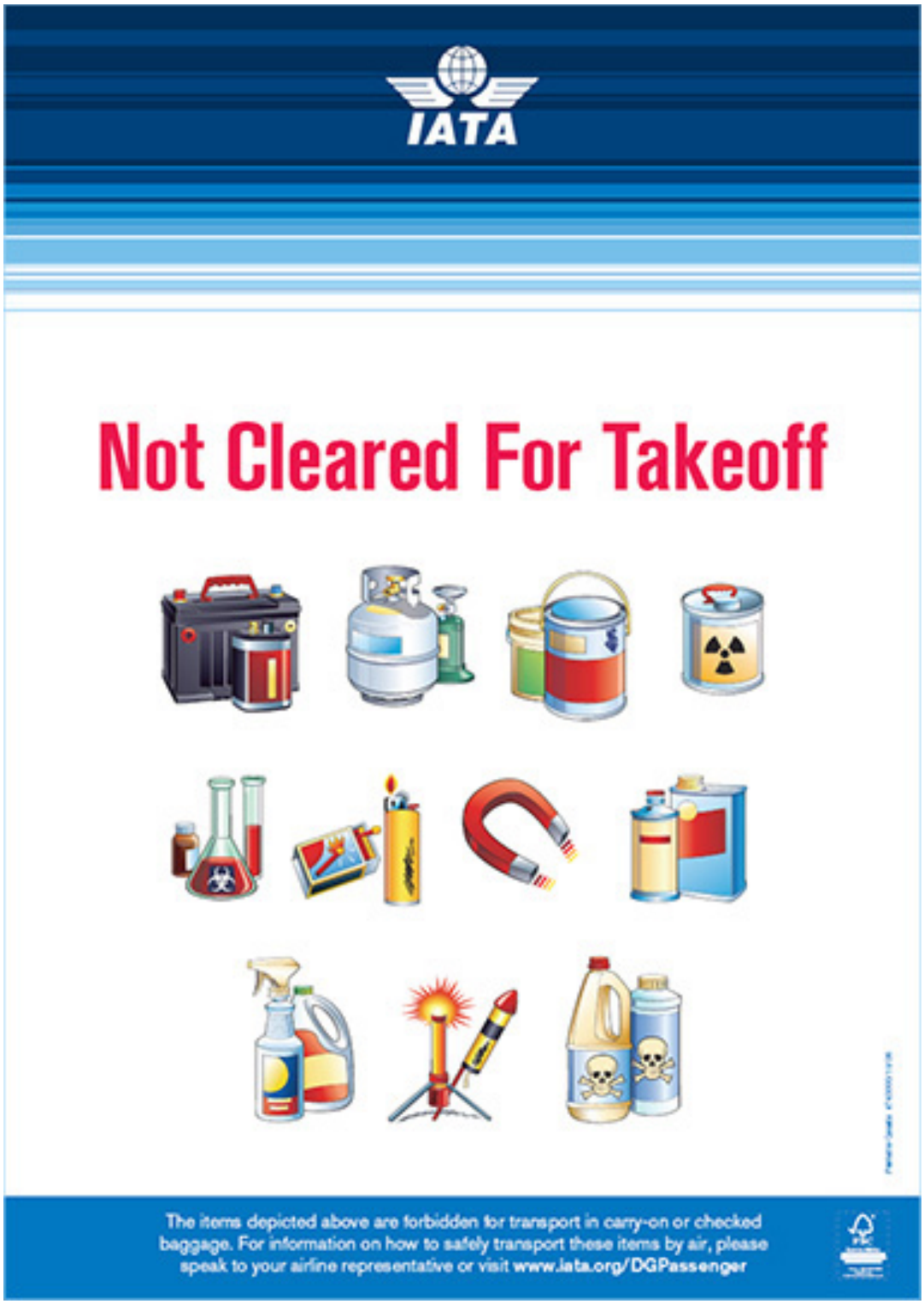
Its terms and conditions hereby and all inclusions or exclusions herein shall be governed by the Laws of The Republic of Kenya and any claim or dispute whatsoever arising hereunder shall be determined by the laws of Kenya to the exclusion of the courts or laws of any other country.

12.OFFICIAL CONTACT DETAILS

HEAD OFFICE
Hangar One
Vipingo Ridge Airport, Kilifi, Kenya
Direct Line: +254-(0)20-260-7433 / +254(0)701-068-225
Email: sales@scenicairsafaris.com

Postal Address
PO Box 133, Vipingo, 80119, Kenya

BRANCH OFFICE
Scenic Air Safaris, Second Floor,
ALS Terminal, Wilson Airport, Nairobi
Phone: +254-(0)701-068-225 / +254-(0)20-260-7433
Email: operations@scenicairsafaris.com

PLEASE BE AWARE THAT SCENIC AIR SAFARIS PROHIBITS THE FOLLOWING ITEMS WHICH ARE CONSIDERED TO BE DANGEROUS GOODS, FOR CARRIAGE ON BOARD ALL FLIGHTS

PROHIBITED ITEMS