



TERMS & CONDITIONS

AIR GORONGOSA

Operated by Safari Air

Terms and Conditions of Carriage and Charter Services

1. INTRODUCTION

1.1 Air Gorongosa, operated by Safari Air Limitada, provides charter air transport services and related aviation services.

1.2 These Terms and Conditions apply to all charter flights operated or arranged by Air Gorongosa and to all quotations, invoices, bookings, agreements, confirmations and services provided by Air Gorongosa.

1.3 Acceptance of a quotation, invoice, booking confirmation or use of Air Gorongosa services constitutes acceptance of these Terms and Conditions.

1.4 These Terms and Conditions apply whether the flight is operated directly by Air Gorongosa or by an authorised subcontracted operator.

1.5 In the event of any discrepancy between these Terms and Conditions and a written Charter Agreement or Flight Quotation, the specific written agreement shall prevail.

2. DEFINITIONS

Aircraft

The aircraft referred to in the Charter Quotation or any substitute aircraft used for the Charter.

Charter

The flight or flights described in the agreed Flight Schedule.

Charterer

The person or entity booking or paying for the flight.

Charter Agreement

The agreement formed by acceptance of a quotation, invoice, or booking confirmation together with these Terms and Conditions.

Charter Price

The total agreed price for the charter flight services.

Operator

“Operator” means Air Gorongosa or Safari Air Limitada, including its employees, crew, contractors and agents.

3. AIRCRAFT AVAILABILITY AND OPERATIONS

3.1 All flights are subject to aircraft availability, aircraft serviceability, weather conditions, aviation authority approvals and operational requirements.

3.2 Air Gorongosa reserves the right to substitute the quoted aircraft with a similar or equivalent aircraft operated by Air Gorongosa or another licensed operator when operationally necessary.

3.3 Departure and arrival times are estimates and may change due to operational, regulatory, air traffic control or weather conditions.

3.4 The Pilot in Command has final authority regarding the safe operation of the aircraft including passenger acceptance, payload limitations, route changes, delays, diversions or cancellation of a flight where safety requires.

3.5 Air Gorongosa may amend the flight schedule or cancel a flight due to safety, operational or technical reasons, weather conditions or circumstances beyond its control.

3.6 Flights to remote or private airstrips are subject to inspection and operational acceptance by the PIC. Operations may be limited by runway condition, length, slope, obstacles, weather, daylight limitations and safety considerations.

4. CHARTER PRICE AND PAYMENT TERMS

4.1 Pricing

All quotations are subject to aircraft availability and operational approval

4.2 Payment

Unless otherwise stated, prices are exclusive of applicable taxes, VAT/IVA, airport charges, navigation fees, permits, handling fees, accommodation, catering and any third-party charges.

4.3 Payment Due

Unless otherwise agreed in writing, payment is due upon receipt of invoice.

4.4 Booking Confirmation

A booking is considered confirmed and the aircraft secured once payment has been received by Air Gorongosa.

4.5 Price Adjustments

Quoted charter prices may be adjusted if significant changes occur in:

- fuel prices
- exchange rates
- airport charges
- regulatory costs
- operational expenses.

Air Gorongosa reserves the right to revise quotations up to 30 days prior to the scheduled flight date.

4.6 Long-Term Bookings

To secure a booking at the quoted price for up to 12 months from the quotation date, Air Gorongosa requires full payment upon confirmation.

For bookings issued more than 12 months prior to the flight date, Air Gorongosa reserves the right to review and revise the quoted price 30 days before departure.

5. CANCELLATION POLICY

Except as otherwise agreed in writing, the following cancellation charges apply:

- **100%** if the flight is cancelled **6 hours prior to departure** or passengers fail to arrive for departure (no-show)
- **90%** if the flight is cancelled **24 hours prior to departure**
- **70%** if the flight is cancelled **3 days prior to departure**

- **30%** if the flight is cancelled **7 days prior to departure**
- **25%** from signature, verbal acceptance or email confirmation of the booking.

6. PASSENGER RESPONSIBILITIES AND CONDUCT

6.1 Passengers are responsible for ensuring they hold valid passports, visas, health certificates and all required travel documentation.

6.2 Passengers must comply with all aviation safety, customs, immigration and security regulations.

6.3 Air Gorongosa shall not be responsible for denied boarding, denied entry, or additional costs resulting from incomplete documentation.

6.4 The Operator may refuse carriage to any passenger who:

- appears intoxicated or under the influence of drugs
- behaves in a threatening, abusive or unsafe manner
- refuses to comply with crew instructions
- presents a safety risk to the aircraft or other passengers.

6.5 Passengers must report at the agreed departure location at least 45 minutes prior to departure unless otherwise advised. Late arrival may be treated as a no-show and the flight may depart without the passenger.

7. BAGGAGE POLICY

Individual baggage is strictly limited to 10–15 kg per passenger depending on aircraft type and passenger numbers.

Due to limited baggage compartment space, soft luggage is required on most aircraft.

Excess baggage must be declared and approved in advance. Air Gorongosa reserves the right to refuse baggage exceeding aircraft safety limitations.

8. DANGEROUS GOODS

Dangerous goods may not be carried unless declared and approved in accordance with applicable aviation regulations and IATA Dangerous Goods Regulations.

Air Gorongosa reserves the right to refuse any baggage or cargo deemed unsafe.

Firearms, ammunition, oversized baggage, medical equipment, trophies or animals may only be carried with prior approval and subject to regulatory requirements and packaging standards.

9. REGULATORY COMPLIANCE

The aircraft shall be used only in compliance with the laws and with the lawful directions of the relevant public authorities of the Republic of South Africa and of any other state over, to or from which the aircraft is flown. The Charterer shall comply with and procure that all passengers and owners or other persons having any interest in goods carried in the aircraft shall comply with all relevant customs, immigration, police, public health and other lawful regulations.

Air Gorongosa represents and warrants that all manufacturer mandatory modifications relating to the aircraft are complete, that the aircraft complies with the airworthiness requirements of the country of registry, is airworthy and will be so maintained during the currency of the agreement between Air Gorongosa and the Charterer.

Air Gorongosa warrants that the aircraft is fit for the purpose for which it is being chartered and undertakes to comply with all international and national safety rules and regulations that may apply to the operation of its equipment.

Air Gorongosa shall ensure that the aircraft meets all technical, maintenance and equipment standards to conduct required operations in a safe manner.

Air Gorongosa warrants that the national and international air navigation laws and regulations and are suitably experienced for the required operations.

10. LIABILITY

Air Gorongosa's liability for death or bodily injury to passengers and damage to baggage may be governed by applicable international conventions and mandatory laws.

Except where required by law, Air Gorongosa shall only be liable in cases of gross negligence or wilful misconduct.

Air Gorongosa shall not be liable for indirect or consequential damages including loss of profit, business interruption or economic loss.

Air Gorongosa shall not be liable for delays or failure to perform flights caused by weather conditions, airspace closures, regulatory requirements, safety considerations, aircraft technical issues or force majeure events.

Claims for lost or damaged baggage must be submitted within 7 days of the flight.

11. DAMAGE TO AIRCRAFT

Passengers must not cause damage to the aircraft interior or exterior including seating, carpets, windows, fixtures or fittings.

The Charterer shall be responsible for the cost of repairing any damage caused by passengers.

12. LIABILITY AND INDEMNITY BY THE CHARTERER

The Charterer shall indemnify Air Gorongosa against any loss, damage or claims arising from passenger misconduct, failure to comply with travel documentation requirements or breach of the Charter Agreement.

Where a broker acts on behalf of a client, the broker and the Charterer shall be jointly and severally liable.

13. PERSONAL DATA (POPIA COMPLIANCE)

Air Gorongosa processes personal information in accordance with the Protection of Personal Information Act, 2013 (POPIA).

Personal information collected from Charterers and passengers may include names, contact details, identification documents, passport information and travel details required to perform charter services.

Personal information is processed for purposes including:

- flight booking and operations
- regulatory and security requirements
- immigration and aviation authority compliance
- invoicing and payment processing
- communication with clients.

Personal information may be shared with aviation authorities, airports, regulatory bodies, service providers and subcontracted operators where necessary for the performance of the charter.

Air Gorongosa will take reasonable technical and organisational measures to safeguard personal information against loss, misuse or unauthorised access.

Clients and passengers may request access to, correction or deletion of their personal information in accordance with POPIA by contacting **tess@safariairfrica.com**.

14. COMPLIANCE WITH LAWS

The aircraft shall be used only in compliance with the laws and regulations of Mozambique, South Africa and any country over which the aircraft operates.

Passengers must comply with all customs, immigration, public health and aviation safety requirements.

15. AIRWORTHINESS

Air Gorongosa warrants that aircraft used for charter:

- meet airworthiness requirements
- are properly maintained
- are operated by licensed and qualified crew
- comply with aviation regulations.

16. FLIGHT PERMITS

Air Gorongosa shall apply for and endeavour to procure the grant of all approvals, licences and permits required by Mozambique, the Republic of South Africa and of any foreign state over, to or from which the aircraft is to be flown for the performance of the flights, but the performance of the flights shall be conditional to the timely grant of and validity of such approvals, licences and permits.

You warrant that you will comply with all conditions of such approvals, licences or permits to be observed or performed by it and will procure such compliance on the part of all passengers and owners or other persons having any interest in goods to be carried in the aircraft on the flights.

17. CONTRACT OF CARRIAGE

Acceptance of a quotation, invoice or booking confirmation constitutes a contract of carriage between the Charterer and Air Gorongosa.

18. SUBCONTRACTED OPERATORS

Flights may be performed by Air Gorongosa or another licensed operator acting on its behalf.

19. TRAVEL DOCUMENTATION

Passengers are responsible for complying with passport, visa, customs and health requirements.

Air Gorongosa shall not be responsible for costs arising from failure to comply with these requirements.

20. APPLICABLE LAW AND JURISDICTION

20.1 The Charter Quotation, Charter Agreement and any contractual or non-contractual obligations arising out of or in connection with them shall be governed by and interpreted in accordance with the laws of the jurisdiction in which Safari Air (operator of Air Gorongosa) has its registered office, including applicable aviation regulations in Mozambique and South Africa, where relevant.

20.2 The competent courts of the jurisdiction where Safari Air has its registered office shall have exclusive jurisdiction to adjudicate any dispute arising out of or in connection with the Charter Quotation, Charter Agreement, or any contractual or non-contractual obligations related thereto, subject to any mandatory aviation regulatory requirements applicable in Mozambique or South Africa.

21. PARTIAL NULLITY

If any provision of these Terms and Conditions is found to be invalid, illegal or unenforceable under applicable law, such provision shall be deemed not written, without affecting the validity or enforceability of the remaining provisions of these Terms and Conditions or the Charter Agreement.

DISCLAIMER

Once these Terms and Conditions are provided to the Charterer or client, they shall be deemed accepted and agreed to.