



Mango Terms and Conditions of Carriage

1. DEFINITIONS

As you read these conditions, please note that:

- 1.1 "Mango", "We", "our" "ourselves" and "us" means TULCA (Proprietary) Limited trading as Mango.
- 1.2 "You", "your" and "yourself" means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also definition for "Passenger")
- 1.3 "Agreed Stopping Places" means those places, if any, except the place of departure and the place of destination, set out in the Ticket as scheduled stopping place on your route.
- 1.4 "Airline Designator Code" means the two-characters or three letters which identify particular air carriers.
- 1.5 "Authorised Agent" means a passenger sales agent who has been appointed by us to represent us in the sale of air transportation on our services.
- 1.6 "Baggage" means your personal property accompanying you in connection with your trip. Unless otherwise specified, it consists of both your Checked and Unchecked Baggage. Sporting Goods will at all times **only** be accepted under cover of a Limited Release Tag and maybe subjected to a Handling Fee.
- 1.7 "Baggage Check," means those portions of the Ticket which relate to the carriage of your Checked Baggage.
- 1.8 "Baggage Identification Tag" means a document issued solely for the identification of Checked Baggage.
- 1.9 "Checked Baggage" means Baggage of which we take custody and for which we have issued a Baggage Check.
- 1.10 "Check-In Deadline" means the time limit specified by which you must have completed check-in formalities and received your boarding pass.
- 1.11 "Conditions of Carriage" means these terms and conditions as updated and amended from time to time.
- 1.12 "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 Conditions of Carriage and notices.
- 1.13 "Coupon" means either a paper Flight Coupon or an Electronic Coupon, each of which entitles the named passenger to travel on the particular flight identified on it.
- 1.14 "Damage" includes death, wounding, or bodily injury to a Passenger, loss, partial loss, theft or other damage, arising out of or in connection with carriage or other

- services incidental thereto performed by us.
- 1.15 **"Days"** means 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 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.
- 1.16 **"Electronic Coupon"** means an electronic flight coupon or other value document held in our database.
- 1.17 **"Electronic Ticket"** means the Itinerary/Receipt issued by us or on our behalf, the Electronic Coupons and, if applicable, a boarding document.
- 1.18 **"Flight Coupon"** means a printed copy of an Electronic Coupon, and indicates the particular places between which you are entitled to be carried.
- 1.19 **"Force Majeure"** means unusual and unforeseeable circumstances beyond your control, the consequences of which could not have been avoided even if all due care had been exercised.
- 1.20 **"Itinerary/Receipt"** means a document we issue to Passengers travelling on Electronic Tickets that contain the Passenger's name, flight information and notices.
- 1.21 **"Passenger"** means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also definition for "you", "your" and "yourself").
- 1.22 **"Stopover"** means the scheduled stop on your journey, at a point between the place of departure and the place of destination.
- 1.23 **"Tariff"** means the published fares, charged and/or related Conditions of Carriage of an airline filed, where required, with the appropriate authorities.
- 1.24 **"Ticket"** means the Electronic Ticket issued by us or on our behalf, and includes the Conditions of Contract, notices, Coupons and Baggage Checks.
- 1.25 **"Unchecked Baggage"** means any of your baggage other than Checked Baggage.
- 1.26 **"Limited Release"** Tags refers to the limitation of liability on Mango's side for damage or loss sustained by any duly identified item of baggage a Guest may wish to take with him/her. Such baggage automatically includes all goods, bags, sporting equipment etc which can not be delivered to the Baggage Distribution Section by means of the usual conveyor belt. Items accepted under cover of the Limited Release procedure are transported at the sole risk of the Guest. The act of handing such duly identified piece of baggage over to Mango or its agents thereby indemnifies the carrier against subsequent claims for alleged damage or pilferage from such items or its contents.
- 1.27 **"Sporting Goods"** means all equipment which can be utilised in the practicing of any organised or recreational form of professional or amateur sports, such as, but not limited to, golfing equipment, cycling equipment, scuba gear, cricket, baseball, tennis, basketball, football and rugby gear, as well as hang gliding and parasailing

equipment. Sporting equipment shall only be accepted under cover of the LIMITED RELEASE ruling.

2. STATUS AND PRECEDENCE

2.1 General

2.1.1 Except as provided in clauses 2.2, 2.3 and 2.4, our Conditions of Carriage apply only on those flights, or flight segments, where our name or Airline Designator Code is indicated on the Ticket for that flight or flight segment and in any cases where we have a legal liability to you.

2.1.2 These Conditions also apply to gratuitous and reduced fare carriage except to the extent that we have provided otherwise in our rules or regulations or in the relevant contracts, passes or tickets.

2.2 **Charter operations.** If carriage is performed pursuant to a charter agreement, these Conditions of Carriage apply only to the extent they are incorporated by reference or otherwise, in the charter agreement or the Ticket.

2.3 **Overriding law.** These Conditions of Carriage are applicable unless they are inconsistent with our Tariffs or applicable law in which event such Tariffs or laws shall prevail. If any provision of these Conditions of Carriage is invalid under any applicable law, the other provisions shall nevertheless remain valid.

2.4 **Conditions prevail over regulations.** Except as provided in these Conditions of Carriage, in the event of inconsistency

between these Conditions of Carriage and any other regulations we may have dealing with particular subjects, these Conditions of Carriage shall prevail.

3. BOOKING CONFIRMATION

3.1 General provisions

3.1.1 We will provide carriage only to the Passenger named in the Ticket or booking, and you may be required to produce appropriate identification.

3.1.2 A Ticket is transferable. (Name changes are allowed against an Administration Fee per transaction)

3.1.3 Tickets sold are completely non-refundable. You should choose the fare best suited to your needs. You may also wish to ensure that you have appropriate insurance to cover instances where you have to cancel your Ticket.

3.1.4 The Ticket is and remains at all times the property of the issuing carrier.

3.1.5 The booking confirmation provided to you will quote a unique booking confirmation number.

3.1.6 Your booking confirmation together with our Conditions of Carriage constitute the terms of your contract with us.

3.1.7 If a VAT invoice is required, one may be obtained on request by contacting our call centre.

3.1.8 **Requirement for a ticket.** You shall not be entitled to be carried on a flight unless you have provided positive identification and have a valid

Electronic Ticket or Mango reference number that has been duly issued in your name and delivered to you.

3.1.9 **Firearms.** Mango does not permit carriage of any kind of firearms whether on your person or your checked / un-checked luggage. Mango does not provide storage of such items under any circumstances.

3.2 Ticket use

3.2.1 The Ticket you have purchased is valid only for the transportation as shown on the Ticket, from the place of departure to the final destination. The fare you have paid is based upon our Tariff and is for the transportation as shown on the Ticket or booking confirmation documentation. It forms an essential part of our contract with you, both of which are completely non-refundable.

3.2.2 Should you wish to change any aspect of your transportation you must contact us in advance, within in a minimum requirement of 2 hours prior to the departure of your booked flight. The fare for your new transportation will be calculated and you will be given the option of accepting the new price or maintaining your original transportation as ticketed. Should you be required to change any aspect of your transportation due to Force Majeure, you must contact us as soon as practicable and we will use reasonable efforts to transport you to your final destination, without recalculation of the fare.

3.2.3 Should you change your transportation without our agreement, we will assess the correct price for your actual travel. You will have to pay any difference between the price you have paid and the total price applicable for your revised transportation. We will not refund you the difference if the new price is lower.

3.2.4 Please be advised that in the event you do not show up for any flight without advising us in advance, we may cancel your return reservations. However, if you do advise us in advance, we will not cancel your subsequent flight reservations.

4. FARES, TAXES, FEES AND CHARGES

4.1 **Fares.** Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination, unless otherwise expressly stated. Fares do not include ground transport service between airports and between airports and town terminals. Your fare will be calculated in accordance with our Tariff in effect on the date of payment of your ticket for travel on the specific dates and itinerary shown on it. Should you change your itinerary or dates of travel, this may impact the fare to be paid.

4.2 **Taxes, fees and charges.** Applicable taxes (including VAT), fees and charges imposed by government or other authority, or by the operator of an airport, shall be payable by you. At the time you purchase your Ticket, you will be advised of taxes, fees and charges not included in the fare, and these will normally be shown separately on your

booking confirmation. The taxes, fees and charges imposed on air travel are constantly changing and can be imposed after the date of Ticket issuance. If there is an increase in tax, fee or charge shown on the Ticket, you will be obliged to pay it. Likewise, if a new tax, fee or charge is imposed even after Ticket issuance, you will be obliged to pay it. 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 may be entitled to claim a refund.

- 4.3 **Currency.** Fares, taxes, fees and charges are only payable in South Africa Rands.
- 4.4 **Credit cards.** We accept all major credit cards issued by South African banks.

5. RESERVATIONS

5.1 Reservation requirements

- 5.1.1 Reservations may be made by yourself on our website or on your behalf through our call centre, in which case we or our Authorised Agent will record your reservation(s) and provide you with written confirmation of your reservation(s).
- 5.1.2 Certain fares have conditions which limit or exclude your right to change or cancel reservations. You should check the conditions that apply to your fare and we accept no responsibility for your failure to do so.
- 5.1.3 A reservation is only valid and confirmed after payment has been received.

- 5.2 **Ticketing time limits.** If you have not paid for the Ticket prior to the specified ticketing time limit, as advised by us or our Authorised Agent, we may cancel your reservation.

- 5.3 **Personal data.** You recognise that personal data has been given to us for the purposes of making a reservation, purchasing a Ticket, obtaining ancillary services, developing and providing services, facilitating departure and arrival procedures, and making available such data to government agencies, in connection with your travel. For these purposes, you authorise us to retain and use such data and to transmit it to our own offices, Authorised Agents, government agencies, other carriers or the providers of the above mentioned services. We shall not be liable to you for any loss or expense incurred due to our use or transmission of such data unless the loss or expense was due to our negligence. You may be required, by government regulations, to provide specific personal data or information to us, including information to enable us to notify family members in the event of an emergency. Your information will not otherwise be sold or made available to third parties.

- 5.4 **Seating.** 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.

5.5 Reconfirmation of reservations

- 5.5.1 Onward or return reservations may be subject to the requirement to reconfirm the reservations within specified time

limits. We will advise you when we require reconfirmation, and how and where it should be done. If it is required and you fail to reconfirm, we may cancel your onward or return reservations.

5.5.2 You should check the reconfirmation requirements of any other carriers involved in your journey with them. Where it is required, you must reconfirm with the carrier whose code appears for the flight in question on the Ticket.

5.6 ***Cancellation of onward reservations.***

Guests who fail to check in within the allocated Check-In Deadline will be regarded as a no-show and will forfeit their seat and the portion of the fare that is allocated to that leg of the flight reservation and we may cancel your return or onward reservations. However, if you do advise us in advance, we will not cancel your subsequent flight reservations.

5.7 Changes to reservations

5.7.1 Reservation changes may be made up to 2 hours before departure of the booked flight. Changes may be made on our website, through our call centre, or at any of our airport offices. A relevant administration fee (as decided by us from time to time) per transaction will apply, plus the difference in fare, if applicable, will be charged per Passenger. If the fare on the new flight is lower than the original fare, no refund will be issued. The above is also applicable to name changes.

5.7.2 Charges for reservation changes made through the website, or through the call

centre, may only be settled with a credit card or EDCON store card. Passengers requiring to pay cash for reservation changes need to make the changes at the Mango guest services offices located in the applicable airport.

6. CHECK-IN AND BOARDING

6.1 Check-in Deadlines are different at every airport and we recommend that you inform yourself about these Check-in Deadlines and honour them. Your journey will be smoother if you allow yourself ample time to comply with the Check-in Deadlines. Your reservation will be cancelled if you do not comply with the Check-in Deadlines indicated. We or our Authorised Agents will advise you of the Check-in Deadline indicated. For any subsequent flights in your journey, you should inform yourself of the Check-in Deadlines. Check-in Deadlines for our flights can be found on your Booking Confirmation, our website, or may be obtained from us or our Authorised Agents.

6.2 Your booking confirmation number and proof of identity (either a valid passport, South African ID book or driver's licence) will be required when checking in. We do not accept copies of temporary travel documents, whether certified copies or not, as proof of identity.

6.3 You must personally be present at check-in, with your checked baggage. No third party check-in is allowed. You will not be accepted for carriage if you fail to personally present yourself for check-in.

6.4 You must be present at the boarding gate not later than the time specified by us when you check-in. Failure to comply will

result in you and your baggage being offloaded from the flight.

6.5 We will not be liable to you for any loss or expense incurred due to your failure to comply with the provisions of this clause 6.4

6.6 Seat numbers will be allocated at check-in. Window seats refer to seats on the window side of an aircraft and may not necessarily be next to a window.

7. REFUSAL AND LIMITATION OF CARRIAGE

7.1 *Right to refuse carriage.* In the reasonable exercise of our discretion, we may refuse to carry you or your Baggage if we have notified you in writing that we would not at any time after the date of such notice carry you on our flights. In this circumstance you will be entitled to a refund. We may also refuse to carry you or your Baggage if one or more of the following have occurred or we reasonably believe may occur:

7.1.1 such action is necessary in order to comply with any applicable government laws, regulations, or orders;

7.1.2 the carriage of you or your Baggage may endanger or affect the safety, health and materially affect the comfort of other passengers or crew;

7.1.3 your mental or physical state, including, without limitation, your impairment from alcohol or drugs, presents a hazard or risk to yourself, to passengers, to crew, or to property;

7.1.4 you have committed misconduct on a previous flight, and we have reason to believe that such conduct may be repeated;

7.1.5 you have refused to submit to a security check;

7.1.6 you have not paid the applicable fare, taxes, fees or charges;

7.1.7 you do not appear to have valid travel documents, destroy your travel documents during flight or refuse to surrender your travel documents to the flight crew, against receipt, when so requested;

7.1.8 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 on the Ticket;

7.1.9 you have failed to comply with the requirements set forth in clause 3.2 above concerning Ticket use, or you present a Ticket which has been issued or altered in any way, other than by us or our Authorised Agent, or the Ticket is mutilated;

7.1.10 you fail to observe our instructions with respect to safety or security;

7.1.11 any other reason or circumstance exists which in our reasonable opinion entitles us to refuse to carry you or your Baggage;

7.1.12 you have previously committed one of the acts or omissions referred to above.

7.2 **Special assistance.** Acceptance for carriage of incapacitated persons, pregnant women, persons with illness or other people requiring special assistance is subject to prior arrangement with us. Passengers with disabilities who have advised us of any special requirements they may have at the time of ticketing, and have been accepted by us, shall not subsequently be refused carriage on the basis of such disability or special requirements, but our regulations or government regulations may apply to the transport of such passengers. Special Assistance passengers may not be seated near an Emergency Exit.

7.3 **Overloading.** If we believe that the aircraft weight limitation or seating capacity would otherwise be exceeded, we will decide in our reasonable discretion and subject to the provisions of clauses 8.7.3 and 12.2.2 of these Conditions of Carriage, which Passengers and Baggage shall be carried.

7.4 Inability to provide carriage

7.4.1 In the unlikely event that we are not able to provide a seat for a confirmed booking we will, at our election, refund all monies received in respect of the ticket, or place the Passenger on the next Mango flight.

7.4.2 We will not provide meal or accommodation vouchers or accept any further liability for denied boarding, delayed flights or changes in flight schedules.

8. BAGGAGE

8.1 **Free Baggage allowance.** You may carry some Baggage free of charge, subject to our conditions and limitations. Some Sporting Equipment is included in the free Checked Baggage allowance, however a handling fee will be levied on certain Sporting Goods such as Bicycles, Surfboards, Scuba Gear etc. Infants who share your seat have no Baggage allowance. Mango stipulates current Baggage Allowances on its website, which may change from time to time. All Sporting Goods will **only** be transported under a Limited Release Tag.

8.2 **Excess Baggage.** You will be required to pay a charge for carriage of Baggage in excess of the free Baggage allowance.

8.3 **Limited Release Ruling.** The term "Limited Release" refers to the limitation of liability, on Mango's side, for any damage or loss of any nature sustained by any duly identified item of baggage any Guest may wish to take with him/her on any journey. Items accepted under cover of the LIMITED RELEASE procedure are transported at the sole risk of the Guest. The act of handing such duly identified piece of baggage over to Mango (or its Agents) hereby indemnifies the carrier against any subsequent claim for alleged damage or pilferage from such item or its contents.

8.4 Items unacceptable as Baggage

8.4.1 You must not include in your Baggage

8.4.1.1 items which do not constitute Baggage as defined in clause 1.6;

- 8.4.1.2 items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations, and in our regulations (further information is available from us on request) including, without limitation, flammable goods, poisons, gas cylinders, radioactive materials, corrosives, poisons, infectious substances, firearms and explosives. Ask us if you are unsure what items are regarded as dangerous;
- 8.4.1.3 items the carriage of which is prohibited by applicable law or regulations;
- 8.4.1.4 items 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.
- 8.4.2 Firearms (including, without limitation, hunting rifles) and ammunition of any nature are strictly prohibited from carriage on any of our flights.
- 8.4.3 Weapons such as swords, knives and similar items may be accepted as Checked Baggage, at our discretion, but will not be permitted in the cabin of the aircraft.
- 8.4.4 You must not include in Checked Baggage, fragile or perishable items, artwork, money, keys, jewellery, precious metals, medication, computers, personal electronic devices, cellular telephones, cameras, audio and video equipment, cash, credit cards, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples.
- 8.4.5 If, despite being prohibited, any items referred to in clauses 8.4.1, 8.4.2 and 8.4.4 are included in your Baggage, we shall not be responsible for any loss of or damage to such items.
- 8.4.6 Live animals may not be carried as Checked Baggage.
- 8.5 Right to refuse carriage
- 8.5.1 Subject to clauses 8.4.2 and 8.4.3, we will refuse to carry as Baggage the items described in clause 8.4, and we may refuse further carriage of any such items upon discovery. The right of search, whether exercised or not, does not constitute an agreement by us, either express or implied, to carry items within your Baggage which would otherwise be precluded from carriage.
- 8.5.2 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 passengers.

Information about unacceptable items is available upon request.

8.5.3 We may refuse to carry as Baggage any item, due to safety, security or operational reasons, including Baggage which does not belong to you and which you have pooled with your Baggage. For purposes of this clause 8.5.3, pooling constitutes Baggage or items packed within your baggage that was passed on to you by a third party, or Baggage carried on behalf of someone else, the contents of which are not known to you must be declared to us. The identification of such items, without you informing us could result in the refusal of carriage, and possible legal action. We do not accept liability for such Baggage and are entitled to an indemnity from you in respect of claims or losses incurred as a result of damage caused to it.

8.5.4 We may refuse to accept Baggage for carriage unless it is in our reasonable opinion properly and securely packed in suitable containers. We will not accept responsibility or pay compensation for Damage caused to items protruding from or attached to bags or for Damage caused as a result of improperly packed Baggage.

8.6 **Right of search.** 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 clause 8.4.1 or any firearms, ammunition or weapons. If you are unwilling to comply with such request we may refuse to carry you and your Baggage. In the event a search or 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 due to our wilful misconduct or negligence.

8.7 Checked Baggage

8.7.1 Upon delivery to us of your Baggage which you wish to check we will take custody of, and issue a Baggage Identification Tag for, each piece of your Checked Baggage.

8.7.2 Checked Baggage must have your name or other personal identification affixed to it.

8.7.3 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.

8.8 Unchecked Baggage

8.8.1 We may specify maximum dimensions and/or weight for Baggage which you carry on to the aircraft. If we have not done so, Baggage which you carry onto the aircraft must fit under the seat in front of you or in an enclosed storage compartment in the cabin of the aircraft. If your Baggage cannot be stored in this manner, it must be carried

as Checked Baggage. At all times you are responsible for the contents of your unchecked baggage and Mango accepts no liability for loss, damage or theft of any such items. Should unchecked baggage be moved to the cargo hold for any reason, the onus is on you to remove valuable items which you wish to remain on your person.

8.8.2 Objects not suitable for carriage in the cargo compartment (such as delicate musical instruments), and which do not meet the requirements in clause 8.8.1 above, 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. You may have to pay a separate charge for this service.

8.8.3 You must not include in your Baggage toy guns, cutlery, knives, scissors, syringes, blades, nail clippers or other sharp objects that appear to be or could be used as weapons.

8.9 Animals

8.9.1 We may accept certain domestic pets for carriage at our discretion. If we agree to carry your animals they will be carried subject to the following conditions:

8.9.1.1 You must ensure that animals such as dogs, cats, household birds and other pets, are properly crated and accompanied by valid health and vaccination certificates, entry permits, and other documents required by law, failing which they will not be accepted for carriage.

Such carriage may be subject to additional conditions specified by us, which are available on request;

8.9.1.2 If accepted as Baggage, the animal, together with its container and food, shall not be included in your free Baggage allowance, but shall constitute excess Baggage, for which you will be obliged to pay the applicable rate. Animals will not be carried in the passenger cabin of the aircraft. They will be carried, suitably containerised, in the cargo compartment of the aircraft.

8.9.1.3 Guide dogs accompanying Passengers with disabilities will be carried free of charge in addition to the normal free Baggage allowance, subject to conditions specified by us, which are available on request. Guide dogs may not occupy a seat.

8.9.1.4 We are not responsible for injury to or loss, sickness or death of an animal which we have agreed to carry unless we have been negligent;

8.9.1.5 We will have no liability in respect of any such animal not having all the necessary exit, entry, health and other documents with respect to the animal's entry into or passage through any country, state or territory and the person carrying the animal must reimburse us for any fines, cost, losses or liabilities reasonably imposed or incurred by us as a result.

8.10 Collection and delivery of Checked Baggage

- 8.10.1 Subject to clause 8.7.3, you are required to collect your Checked Baggage as soon as it is made available at your destination or Stopover. Should you not collect it within reasonable time, we may charge you a storage fee. Should your Checked Baggage not be claimed within three (3) months of the time it is made available, we may dispose of it without any liability to you.
- 8.10.2 Only the bearer of the Baggage Check and Baggage Identification Tag, is entitled to delivery of the Checked Baggage.
- 8.10.3 If a person claiming Checked Baggage is unable to produce the Baggage Check and identify the Baggage by means of Baggage Identification Tag, we will deliver the Baggage to such person only on condition that he or she establishes to our satisfaction his or her right to the Baggage and if required by us, such person shall furnish adequate security to reimburse us for any loss, damage or expense which may be incurred by us as a result of such delivery.

8.11 Lost or delayed Baggage

- 8.11.1 Lost or delayed Baggage must be reported immediately on arrival. Passengers will be compensated for lost baggage to a maximum of R140.00 per kilogram of Checked Baggage up to a maximum of R2, 500 per claim.
- 8.11.2 We will use IATA recommended practice 1751 for compensation for lost items of clothing.

8.11.3 No compensation will be paid for delayed Baggage, including any consequential or indirect losses resulting therefrom.

8.11.4 Any claim for missing items or damaged Baggage must be submitted to us within 24 hours of the arrival of your flight.

9. CONDUCT ABOARD AIRCRAFT

9.1 General

9.1.1 If, in our reasonable opinion, you conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply fully with any instructions of the captain or crew 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. You may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed on board the aircraft.

9.1.2 If you conduct yourself in a manner described in clause 9.1.1, you will reimburse us for all claims, losses, fines, penalties or expenses, including, but not limited to, all costs arising from the diversion of the aircraft for the purpose of offloading you and all losses suffered or incurred by us, our Agents, employees, independent contractors,

passengers and any third party in respect of death, injury, loss, damage or delay to other persons or to property, arising from your misconduct.

9.2 Electronic devices

9.2.1 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, compact disk players, electronic games or transmitting devices, including radio controlled toys and walkie-talkies. Operation of hearing aids and heart pacemakers is permitted.

9.2.2 If you fail to comply with clause 9.2.1, we reserve the right to retain such electronic devices until the termination of your flight or until such time as is required under local law.

9.3 Refreshments

9.3.1 Snacks, soft drinks and alcoholic beverages will be for sale on board flights, subject to availability.

9.3.2 Alcohol brought on board by passengers may not be consumed during flights.

9.4 Smoking

9.4.1 All Mango flights are strictly non-smoking.

10.CHILDREN AND INFANTS

10.1 Children between the ages of 5 and 12 years must be accompanied by a Passenger of sound faculties aged 16 years or older,

who will take responsibility for the child / children.

10.2 Infants under the age of 2 only pay applicable airport and other taxes and fees provided they sit on an adult's lap. Each adult may only have one infant on their lap.

10.3 Adult fares apply to children over 2 years of age.

11.SPECIAL NEEDS

11.1 General

11.2 In accordance with international aviation standards, Passengers are considered incapacitated or disabled when their physical, medical or mental condition requires them to receive individual attention or assistance which is not usually extended to other Passengers.

11.3 Special needs Passengers requiring assistance will be carried in accordance with Civil Aviation Authority (CAA) regulations. Passengers unable to ascend/descend aircraft stairs will be carried on selected flights only, due to operational constraints.

11.4 Bookings for special needs Passengers must be made via the call centre. Arrangements for assistance for Passengers will be done during the booking process.

11.5 Subject to prior arrangement, wheel chairs may be arranged for Passengers to be used inside the airport terminals and to and from the aircraft. Should the Passenger not be able to ascend/descend stairs with assistance, a Passenger Aid Unit can be arranged.

11.6 Wheelchairs and personal mobility units will only be transported as Limited Release items. This means that Mango will not accept any liability for any damage or loss sustained to the wheelchair or personal mobility unit.

11.7 Special Needs Passengers who have not made prior arrangements may be refused carriage due to Civil Aviation safety constraints.

11.8 Pregnant Passengers

11.8.1 The following is required from pregnant Passengers:

11.8.1.1 Less than 28 weeks - No forms required

11.8.1.2 Between 28 and 35 Weeks - A medical certificate stating that the Passenger is fit to fly, must be handed in to the Mango agent when checking in.

11.8.1.3 More than 36 weeks - Due to safety regulations, Passengers that are further than 36 weeks into their pregnancy, may not be accepted for travel.

12. SCHEDULES, DELAYS AND CANCELLATION OF FLIGHTS

12.1 Schedules

12.1.1 The flight time shown in timetables may change between the date of publication and date you actually travel. We do not guarantee them to you and they do not form part of your contract with us.

12.1.2 Before we accept your booking, we will notify you of the scheduled flight time in effect as of that time, and it will be shown on your Ticket. It is possible we may need to change the scheduled flight time subsequent to issuance of your Ticket. If you provide us with accurate contact information, we will endeavour to notify you of any such changes. If, after you purchase your 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 alternative flight which is acceptable to you, you will be entitled to a refund in accordance with clause 13.

12.2 Cancellation, rerouting, delays, etc.

12.2.1 We will take all necessary and reasonable measures to avoid delay in carrying you and your baggage. In the exercise of these measures and in order to prevent a flight cancellation, in exceptional circumstances we may arrange for a flight to be operated on our behalf by an alternative carrier and/or aircraft.

12.2.2 If we are unable to provide previously confirmed space, we shall provide compensation to those Passengers denied boarding in accordance with applicable law and our denied boarding compensation policy.

12.2.3 Where a flight is cancelled due to reasons caused by weather conditions, air traffic control, technical, industrial unrest or an Act of God, we will, at the Passenger's election:

- 12.2.3.1 refund all monies received in respect of the confirmed reservation, or
- 12.2.3.2 place the passenger on the next Mango flight, subject to seat availability.
- 12.2.4 We do not accept any further liability whatsoever for cancelled flights.

13. REFUNDS AND CREDIT VOUCHERS

- 13.1 After confirmation of a reservation, no refunds or credit voucher will be granted under any circumstances, apart from the following:
 - 13.1.1 If a flight is cancelled by us;
 - 13.1.2 If we are unable to honour the Passenger's reservation resulting in the Passenger being denied boarding; or
 - 13.1.3 as otherwise provided for in these Conditions of Carriage.
- 13.2 Any refunds will be made either to the Passenger named in the Ticket or to the person who has paid for the Ticket, upon presentation of satisfactory proof of such payment, subject to the deduction of a reasonable administration fee.
- 13.3 Refunds (and/or credit vouchers referred to below) are not permitted where a Passenger fails to check in within the applicable Check-in Deadline or fails to board the aircraft.
- 13.4 A credit voucher issued by Mango will be valid for a period of three (3) months from the date on the credit voucher. A credit voucher may be used on Mango flights only by the Passenger named on it during the

validity period provided that any difference between the credit voucher amount and the fare for the new booking during the validity period must be paid by the Passenger.

14. LIABILITY FOR DAMAGE

- 14.1 Our sole liability to you in any circumstances is as described in this clause 14:
 - 14.1.1 To the extent permitted by law, any liability we have for Damage, will be reduced by any negligence, wrongful act or omission on your part which causes or contributes to the Damage.
 - 14.1.2 We will be liable only for Damage occurring during carriage or during the course of embarking or disembarking on flights or flight segments where our Airline Designator Code appears on the Ticket for that flight or flight segment. If we issue a Ticket or if we check Baggage for carriage on another carrier, we do so only as agent for the other carrier and accept no liability whatsoever therefor.
 - 14.1.3 We will not be liable for Damage to Unchecked Baggage unless such Damage is caused by our negligence or wilful misconduct.
 - 14.1.4 We are not liable for any Damage arising from our compliance with applicable laws or Government rules and regulations, or from your failure to comply with the same.
 - 14.1.5 Our liability in the case of Damage to Checked Baggage shall be limited to

- R140.00 per kilogram and shall further be limited to R2,500 per claim. If the weight of the Baggage is not recorded on the Baggage Check, it is presumed that the total weight of the Checked Baggage does not exceed the applicable free baggage allowance.
- 14.1.6 We are not liable for normal wear and tear (including, without limitation, damaged locks, scratches and scuff or dirt marks). We retain the right to repair any damaged Baggage to a serviceable condition fit for the purpose for which it was intended.
- 14.1.7 We are not liable for any Damage caused by your Baggage. You shall be responsible for and indemnify us in respect of any Damage caused by your Baggage to other persons or property, including our property.
- 14.1.8 We shall have no liability whatsoever for Damage to articles not permitted to be contained in Checked Baggage under clause 8.4.4, including, without limitation, fragile or perishable items, items having a special value, electronic devices, jewellery, precious metals, computers, personal equipment, cash, credit cards, negotiable papers, securities, or other valuables, business documents, passports and other identification documents, or samples.
- 14.1.9 We are not responsible for any illness, injury or disability, including death, attributable to your physical condition or for the aggravation of such condition.
- 14.1.10 The contract of carriage, including these Conditions of Carriage and exclusions or limits of liability, applies to our Authorised Agents, servants, employees and representatives to the same extent as they apply to us. The total amount recoverable from us and from such Authorised Agents, employees, representatives and persons shall not exceed the amount of our own liability, if any.
- 14.1.11 We are a point-to-point carrier and will not accept any responsibility for onward travel arrangements booked with another airline. All Baggage will be checked only to the first destination of the Mango flight booked. All Passengers will be required to clear immigration and collect their own bags.
- 14.1.12 For all carriage on our domestic services within the Republic of South Africa, the limit of our liability to or for each Passenger for death, wounding or other bodily injury shall be the sum of R1,000,000 (one million rand) inclusive of legal fees and costs subject to proof of the quantum of the claim and that the incident was the result of or was caused by negligence on our part, provided that this limit shall not apply to acts or omissions done with intent to cause damage or recklessly and with knowledge that damage should probably result.
- 14.1.13 Using a credit card to purchase air travel on Mango is a safe way to pay for your flights in that we use industry best practices to ensure the secure transmission and storage of your personal information. All personal and credit card information is encrypted

through secure server software to prevent any third party access to your data. All historical data is held in a secure environment. Notwithstanding the foregoing, we do not accept any liability for any losses or damage which you may incur through the use of our website or call centre facilities.

15.LIMITATION ON CLAIMS

15.1 **Notice of claims.** Acceptance of Baggage by the bearer of the Baggage Check without complaint at the time of delivery is sufficient evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage, unless you prove otherwise. If you wish to file a claim or an action regarding Damage to Checked Baggage, you must notify us as soon as you discover the Damage, and at the latest, within 24 hours of receipt of the Baggage, and you must present the damaged Baggage for inspection at our offices within 7 (seven) days after completion of the flight. If we accept a claim for damaged Baggage, we will either repair or replace the Baggage in question, at our discretion.

15.2 **Limitation of actions.** Any right to damages, excluding baggage, shall be extinguished if an action is not brought within three (3) 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 stopped, or as otherwise stipulated by law.

16.ADDITIONAL SERVICES

16.1 If we make arrangements for you with any third party to provide any services other than carriage by air, or if we issue a ticket or voucher relating to transportation or services (other than carriage by air) provided by a third party such as hotel reservations or car rental, in doing so we act only as your agent. The terms and conditions of the third party service provider will apply. We are not liable to the third party for the cost of the services provided and you agree to reimburse us in respect of such costs.

16.2 If we are also providing surface transportation to you, other conditions may apply to such surface transportation. Such conditions are available from us upon request.

17.ADMINISTRATIVE FORMALITIES

17.1 General

17.1.1 You are responsible for obtaining all required travel documents and permits and for complying with all laws, regulations, orders, demands and travel requirements of all provinces, territories or countries to be flown from, into or through which you transit.

17.1.2 We shall not be liable for the consequences to any Passenger resulting from his or her failure to obtain such documents or permits or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

17.2 **Travel documents.** Prior to travel, you must present all exit, entry, health and

other documents as may be required by law, 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.

17.3 **Passenger responsible for fines, detention cost, etc.** If we are required to pay any fine or penalty or we incur any losses or costs by reason of your failure to comply with laws, regulations, orders, demands or other travel requirements or to produce the required documents, you shall reimburse us on demand, any amount so paid or costs so incurred. We may in our discretion apply towards such payment or expenditure the value of any unused carriage on your ticket, or any of your funds in our possession.

17.4 **Customs inspection.** If required, you shall attend inspection of your Baggage, by customs or other Government officials. We are not liable to you for any Damage suffered by you in the course of such inspection or through your failure to comply with this requirement unless caused by our negligence or that of our agents.

17.5 **Security inspection.** You shall submit to any security checks by government officials, airport officials, other carriers or by us. We are not liable to you for any

Damage suffered by you in the course of such security checks or through your failure to comply with this requirement unless caused by our negligence or that of our agents.

18. GENERAL

18.1 No agent, employee or representative of the Carrier has authority to alter, modify or waive any provision of these Conditions of Carriage. These Conditions of Carriage represent a binding contract between you and us. You must make sure that you have read carefully all of its provisions to ensure that you are prepared to be bound solely by its terms.

18.2 Carriage of you and your Baggage is also provided in accordance with certain other regulations and conditions applying to or adopted by us. These regulations and conditions as varied from time to time are important. They concern, amongst other things, the carriage of unaccompanied minors, pregnant women, sick passengers, restrictions on use of electronic devices and items, the on board consumption of alcoholic beverages and the carriage of animals.

18.3 The title of each clause of these Conditions of Carriage is for convenience only, and is not to be used for interpretation of text.