

## 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 MANGO Airlines(Proprietary) Limited.
- 1.2 "You", "your", "yourself" and "Guest" means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket.
- 1.3 "Airline Designator Code" means the two characters or three letters which identify particular air carriers.
- 1.4 "Authorised Agent" means a Guest sales agent who has been appointed by us to represent us in the sale of air transportation on our services.
- 1.5 "Baggage" means your articles, effects and other personal property as are necessary or appropriate for wear, use, comfort or convenience in connection with your trip, and specifically excludes any item of furniture of any nature. Unless otherwise specified, it consists of both Checked and Unchecked Baggage.
- 1.6 "Baggage Check," means those portions of the Ticket which relate to the carriage of your Checked Baggage.
- 1.7 "Baggage Identification Tag" means a document issued solely for the identification of Checked Baggage.
- 1.8 "Checked Baggage" means Baggage of which we take custody and for which we have issued a Baggage Check.
- 1.9 "CheckIn Deadline" means the time limit specified by which you must have completed the check-in formalities and received your boarding pass.
- 1.10 "Conditions of Carriage" means these terms and conditions as updated and amended from time to time.
- 1.11 "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.
- 1.12 "Coupon" means either a paper Flight Coupon or an Electronic Coupon, each of which entitles the named Guest to travel on the particular flight identified on it.

- 1.13 "Damage" includes death, wounding, or bodily injury to a Guest, loss, partial loss, theft or other damage, arising out of or in connection with carriage or other services incidental thereto performed by us.
- 1.14 "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.
- 1.15 "Electronic Coupon" means an electronic flight coupon or other value document held in our database.
- 1.16 "Electronic Ticket" means the Itinerary/Receipt issued by us or on our behalf, the Electronic Coupons and, if applicable, a boarding document.
- 1.17 "Flight Coupon" means a printed copy of an Electronic Coupon, and indicates the particular places between which you are entitled to be carried.
- 1.18 "No Show" means a Guest that is expected but does not appear, for example a person who reserves a place, as on an aeroplane, but neither uses nor cancels the reservation.
- 1.19 "Itinerary/Receipt" means a document we issue to Guests travelling on Electronic Tickets that contain the Guest's name, flight information and notices.
- 1.20 "Stopover" means the scheduled stop on your journey, at a point between the place of departure and the place of destination.
- 1.21 "Tariff" means the published fares, charged and/or related Conditions of Carriage of an airline filed, where required, with the appropriate authorities.
- 1.22 "Ticket" means the Electronic Ticket issued by us or on our behalf, and includes the Conditions of Contract, notices, Coupons and Baggage Checks.
- 1.23 "Unchecked Baggage" means any of your Baggage other than Checked Baggage.

## **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 Guest named in the Ticket or booking, and you will 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 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 at 086 116 2646.

3.1.8 Requirement for a Ticket: You shall not be entitled to be carried on a flight unless you provide positive identification and a valid Ticket or MANGO reference number that has been duly issued in your name and delivered to you

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 and is completely non refundable.

3.2.2 Please be advised that in the event of you not showing 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 African Rand.
- 4.4 Credit Cards: We only accept Visa, MasterCard, American Express, Diners Club credit cards and store cards issued by the EDCON Group.
- 4.5 Debit Cards: All debit cards will be accepted. Please note that in order to make payment for your trip by debit card, you have to be linked to an Internet banking system, or, alternatively, you have to pay for your trip at the MANGO Guest Services Counter at the airport
- 4.6 SID (Secure Internet Deposit): SID is a Web based payment service that allows you to pay an online merchant directly from your bank account via your Internet banking facility. Payment is instantly debited from your account and the merchant is immediately notified that the payment has occurred. A Credit Card is not required. We accept SID payments through our website.

## **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. It is in your own interest to ensure the personal data you provide is correct. Your information will not otherwise be sold or made available to third parties.

#### 5.4 Seating:

5.4.1 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.

5.4.2 Pre-seating means the allocation of a seat in the period between making the reservation but earlier than 48 hours prior to departure of the flight. This process can be completed by the Guest on our website, or through the Call Centre, or at the MANGO Airport Guest Services Counter at an additional non refundable charge. Pre-seating takes place on a "first come first served" basis, and the airline shall not entertain any claims pertaining to unavailability of any preferred seat(s). Pre-seated seats are not transferable from one flight to another or from one aircraft type to another.

5.4.3 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.

#### 5.5 Reconfirmation of Reservations

5.5.1 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 return reservations.

#### 5.6 Changes to Reservations

5.6.1 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 MANGO Airport Guest Services Counters. A relevant administration fee (as decided by us from time to time) per sector booked, plus the difference in fare, if applicable, will be charged per Guest. 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.

5.6.2 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. Guests

requiring paying cash for reservation changes need to make the changes at the MANGO Airport Guest Services Counters.

## **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. We reserve the right to cancel your reservation 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 our website, or may be obtained from us or our Authorised Agents.
- 6.2 Cancellation of Onward Reservations: A Guest who fails 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 reservations.
- 6.3 Your booking confirmation number and proof of identity (i.e. a valid passport, South African ID book or driver's licence) will be required for each individual travelling when checking in. In the case of infants and children we will require a birth certificate. We do not accept copies of temporary travel documents, whether certified copies or not, as proof of identity.
- 6.4 If you paid for your reservation by credit card, you may be requested to produce the credit card at the time of check in. In cases where a third party has paid for your journey with his/her credit card, you may be requested to produce a certified copy of the front of this credit card at the time of check in.
- 6.5 You must personally be present at check-in, with your Checked Baggage. No third party check-in is allowed. You may not be accepted for carriage if you fail to personally present yourself for check-in.
- 6.6 MANGO does not honour any other airline's Checked Baggage allowance or the two piece concept.
- 6.7 You must be present at the boarding gate not later than the time specified by us when you check in.
- 1.2. We may cancel the space reserved for you if you fail to arrive at the boarding gate in time.

- 1.3. 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

## **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 Guests or crew;

- 7.1.3 Your mental or physical state, including, without limitation, your Guests, 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 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. Guests 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 Guests. Special Assistance Guests 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 7.4.1 and 9.6.3 of these Conditions of Carriage, which Guests 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 Guest 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. Special Needs Guests**

### **8.1 General:**

- 8.1.1 In accordance with International Aviation Standards, Guests 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 Guests.
- 8.1.2 These guests are categorised into various groups:
- General medical cases
  - Guests requiring oxygen
  - Guests requiring a wheelchair

- Blind Guests
- Deaf/Hearing Impaired Guests
- Diabetic Guests
- Pregnant Guests
- Mentally Disabled Guests
- Young Guests
- Infants

8.1.3 The onus is on the Guest to advise the Booking Agent or indicate on the website booking any disability or health problem when making a booking. Failure to do so could result in the Guest being inconvenienced as in some cases a medical certificate is required in order to get clearance from MANGO before travel will be confirmed. Should travel not be confirmed MANGO reserves the right to refuse carriage.

8.1.4 All incapacitated Guests must be able to attend to their personal needs on board the aircraft and manage toilet facilities on board without assistance. If they are unable to do this then they will have to be accompanied by an able bodied person AT ALL TIMES while travelling.

8.1.5 Cabin crew may not administer any medicine or injections at any time.

8.1.6 MANGO does not accept Guests suffering from infectious diseases which can be transmitted to others.

## 8.2 General Medical Cases

8.2.1 The following incapacitated Guests need medical clearance from MANGO before space can be confirmed:

- Brain, Spinal and nervous system related ailments
- Heart ailments
- Lung and airway disease
- Huntington's Korea (No muscle control)
- Paraplegics
- Disabled by polio
- Internal organ ailment e.g. cancer/ulcers
- All recent fractures ( $\pm$  3 weeks)

- Orthopaedic and Skeletal Defects
- Diabetics with complications
- Hypertension (high blood pressure)

8.2.2 The "MANGO Special Medical Needs Request Form" completed by the Guest's Medical Practitioner must be sent to MANGO not later than 48 hours before departure, following which MANGO will confirm the reservation. The Guest should carry a copy of the response, indicating the response reference number on their person.

### 8.3 Guests Requiring Oxygen

8.3.1 Some Guests might require additional oxygen during the flight or during ground handling. Guests requiring additional oxygen are considered serious medical cases as the pressure of the cabin could aggravate their ailment. Guests who could fall into this category are asthmatic sufferers or those who have a heart or lung ailment.

8.3.2 Oxygen cylinders on board MANGO are available for emergency use only. Guests may use their own FAA approved oxygen generators with prior written approval from MANGO Technical Department at [sybrandstrachan@flyMango.com](mailto:sybrandstrachan@flyMango.com). Under no circumstances are Guests allowed to use their own oxygen bottles on board!

### 8.4 Guests Requiring Wheelchairs

8.4.1 The following wheelchair classifications can be accommodated:

- WCHR The Guest can ascend or descend the aircraft steps and can make own way to/from the cabin seat but require a wheelchair to/from the aircraft across the tarmac. A Passenger Aid Unit is not essential to board this type of wheelchair Guest.
- WCHS The Guest cannot ascend or descend the steps but is able to make his/her own way to/from the cabin seat. The Guest must be assisted up/down the stairs. A Passenger Aid Unit may be required to board this Guest
- WCHC The Guest is completely immobile and needs to be carried up and down the aircraft steps and to and from the cabin seat. A Passenger Aid Unit may be required to board this guest. Such Guests must be accompanied by an able bodied person at all times.

8.4.2 For safety and operational reasons MANGO has limited the combined number of WCHS or WCHC guests that can be accommodated to a total of three on selected flights.

#### 8.5 Blind, Deaf or Hearing Impaired Guests

8.5.1 These Guests need no Medical Practitioner clearance but the "MANGO Special Medical Needs Request Form" must be completed and submitted to MANGO, following which MANGO will confirm the reservation. The Guest should carry a copy of the response, indicating the response reference number on their person.

#### 8.6 Diabetics

8.6.1 The diabetic Guest, who has no complications, will not require medical clearance. Should the Guest suffer from complications then full medical details as per the standard "MANGO Special Medical Needs Request Form" will have to be completed by the Guest's Medical Practitioner and forwarded to MANGO for clearance, following which MANGO will confirm the reservation. The Guest should carry a copy of the response, indicating the response reference number on their person.

8.6.2 No special meals are available for diabetic guests and own arrangements must be made if required.

8.6.3 Guests are advised to carry their diabetic medication in their Carryon Baggage in order to have it readily available if needed. Guests are also advised to include syringes as none will be supplied on board.

#### 8.7 Pregnant Guests

8.7.1 Pregnant Guests may travel on MANGO without medical clearance provided they are less than 35 weeks pregnant, and they do not have any complications. The standard "MANGO Special Medical Needs Request Form" will have to be completed by the Guest's Medical Practitioner certifying they are fit to travel once over 35 weeks into the pregnancy and forwarded to MANGO for clearance, following which MANGO will confirm the reservation. The Guest should carry a copy of the response, indicating the response reference number on their person.

#### 8.8 Stretcher Cases:

8.8.1 MANGO does not permit any stretcher cases to be accommodated on board.

#### 8.9 Baby Bassinets

8.9.1 MANGO does not provide any bassinets or related services on board.

8.10 Mentally Disabled Guests

8.10.1 The standard "MANGO Special Medical Needs Request Form" will have to be completed by the Guest's Medical Practitioner, indicating that the Guest is fit to travel, and forwarded to MANGO for clearance, following which MANGO will confirm the reservation. The Guest should carry a copy of the response, indicating the response reference number on their person.

8.11 Unaccompanied Minors

8.11.1 An unaccompanied minor is a child older than 2 years but who has not reached the age of 12 years, not travelling with an adult.

8.11.2 MANGO does not cater for the carriage of any unaccompanied minors. Please note that all Guests younger than 12 MUST be accompanied by a Guest who is at least 16 years old.

8.12 Young Persons

8.12.1 A young person is a Guest older than 12 who has not reached his/her 16th birthday and may travel alone and unaccompanied.

8.13 Infants

8.13.1 An Infant is a Guest who has not reached his or her second birthday.

8.13.2 Special infant restraints are available on all MANGO aircraft upon request.

8.13.3 Infants under the age of 2 only pay the applicable administrative fees provided they sit on an adult's lap. Each adult may only have one infant on his/her lap, with a total of ONE infant only on each seat set of three situated on either side of the aisle, thus resulting in no more than four people seated on any seat set of three seats.

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

## 9. **Baggage**

9.1 Free Baggage allowance: You may carry some Baggage free of charge, subject to our conditions and limitations. Checked Baggage is limited to 20kg per person, and no single item may weigh more than 32 kg. Infants have a Baggage allowance of 10 kg but have no seat allocation. Sporting equipment, inclusive of golf bags, but excluding bicycles, are included in the checked Baggage allowance of 20 kg. Pets and bicycles are NOT included in

the checked Baggage allowance of 20kg per paying Guest and excess Baggage charges will be raised irrespective of the weight of any other checked Baggage.

9.2 Excess Baggage: You will be required to pay a charge for carriage of Baggage weighing in excess of the free Baggage allowance.

9.3 Items unacceptable as Baggage

9.3.1 You must not include in your Baggage

9.3.1.1 Items which do not constitute Baggage as defined in clause 1.5;

9.3.1.2 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 including, without limitation, flammable goods, poisons, gas cylinders, radioactive materials, corrosives, poisons, infectious substances, firearms, knives and explosives. Ask us if you are unsure what items are regarded as dangerous.

9.3.1.3 Items the carriage of which is prohibited by applicable law or other regulations;

9.3.1.4 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 (i.e. motorcar and motorcycle parts and accessories), or are fragile or perishable having regard to, among other things, the type of aircraft being used.

9.3.1.5 Firearms: MANGO does not permit carriage of any kind of firearms (including, without limitation, hunting rifles and ammunition of any nature) whether on your person or in your Checked or Unchecked Baggage. MANGO does not provide storage of such items under any circumstances.

9.3.2 You must not include in your Checked Baggage fragile or perishable items. 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, statues, models, souvenirs, other art objects, curios and similar articles), perfumes and fragrances, money, credit cards, jewellery, precious metals, computers, personal electronic devices, cellular telephones, photographic equipment (this includes all cameras including, but not limited to photoflash equipment, photometers,

spectroscopes, photo tubes, 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, MP3 players, 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.

9.3.3 If, despite being prohibited, any items referred to in clauses 9.3.1 and 9.3.2, are included in your Baggage, we shall not be responsible for any loss of or damage to such items.

9.3.4 Recreational items: Recreational items include 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 and will only be accepted for carriage by MANGO in terms of the Limited Release handling procedure. These items are handled at the sole risk of the Guest. The Act of handing such duly identified items of Baggage over to MANGO (or its Agents) thereby indemnifies the carrier against any subsequent claim for alleged damage and/or pilferage from such item or its contents.

9.4 Right to refuse carriage

9.4.1 We will refuse to carry as Baggage the items described in clause 9.3.1 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 expressed or implied, to carry items within your Baggage which would otherwise be precluded from carriage.

9.4.2 We may refuse to carry as Baggage any item, which does not belong to you and which you have pooled with your Baggage. For purposes of clause 9.4.2, 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. 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 by it.

9.4.3 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 or parts inclusive of wheels, locks, padlocks, zippers and fixed or extractable handles protruding from or attached to bags or for Damage caused as a result of improperly packed Baggage.

9.5 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 9.3.1. 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 xray or scan causes damage to your Baggage, we shall not be liable for such Damage unless due to our wilful misconduct or negligence.

9.6 Checked Baggage

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

9.6.2 Checked Baggage must have your name or other personal identification affixed to it, and must be adequately secured to protect its contents.

9.6.3 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.

9.6.4 Despite anything to the contrary mentioned in this regard, MANGO cannot guarantee that your Checked Baggage will be on the same flight as you should you be accepted for the flight after expiry of the Check-in Deadline, if this means that doing so may delay the flight. Delivery of any Baggage thus not arriving with you will not be delivered by MANGO.

## 9.7 Unchecked Baggage

9.7.1 Unchecked Baggage may be referred to as "Hand Baggage", "Carryon Baggage" or "Cabin Baggage", and refers to any of your Baggage other than Checked Baggage. Dimensions of Unchecked Baggage may not exceed 115 cm (56cm + 36cm +23 cm), and may not weigh more than 7 kg. Each Guest is allowed one piece of hand Baggage. This ruling shall be rigidly enforced. A small handbag may be taken in addition to the above mentioned hand Baggage. Mothers with infants may also take a small bag containing immediate use items for the infant

9.7.2 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. You are responsible at all times 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 removed from you for any reason, the onus remains with you to remove any valuable items which you wish to remain on your person. If, despite being advised in this regard any items referred to in clause 9.3.2 remain in your Unchecked Baggage when it is removed from you, we shall not be responsible for any loss of or damage to such items.

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

## 9.8 Domestic Pets

9.8.1 We may accept certain domestic pets such as dogs, cats, and household birds, for carriage at our discretion. If we agree to carry your animals they will be carried subject to the following conditions:

9.8.1.1 You must ensure that all such animals 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.

9.8.1.2 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 charge. Animals will not be carried in the Guest cabin of the aircraft. They will be carried, suitably containerised, in the cargo compartment of the aircraft.

- 9.8.1.3 Animals will only be accepted in suitable containers (supplied by the Guest) that will securely contain them and be big enough to permit such animal to stand up and turn around.
- 9.8.1.4 Animals suffering from an obvious disease, injury as well as those we don't consider to be in a suitable container will not be accepted.
- 9.8.1.5 Guide dogs accompanying Guests with disabilities will be carried free of charge. Guide dogs may not occupy a seat.
- 9.8.1.6 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;
- 9.8.1.7 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.
- 9.9 Collection and Delivery of Checked Baggage
  - 9.9.1 Subject to clause 9.6.3 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.
  - 9.9.2 Only the bearer of the Baggage Check and Baggage Identification Tag is entitled to delivery of the Checked Baggage.
  - 9.9.3 If a person claiming Checked Baggage is unable to produce the Baggage Check and identify the Baggage by means of the 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.
- 9.10 Lost or Delayed Baggage
  - 9.10.1 Lost or delayed Baggage must be reported immediately on arrival. Guests will be compensated for lost Baggage to a maximum of R140.00 per kilogram of Checked Baggage up to a maximum of R2500.00 per claim.

- 9.10.2 MANGO will use IATA recommended practice 1751 to determine compensation for lost items of clothing.
- 9.10.3 No compensation will be paid for delayed Baggage, including any consequential or indirect losses resulting there from.
- 9.10.4 Any claim for missing items or damaged Baggage must be submitted to us within 24 hours of the arrival of your flight.
- 9.10.5 In cases where Baggage has been delayed, any damage or losses have to be reported within 24 hours of receipt of the Baggage by the owner.

## **10. Conduct Aboard Aircraft**

### 10.1 General

- 10.1.1 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 Guests 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.
- 10.1.2 If you conduct yourself in a manner described in clause 10.1.1, 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, Guests and any third party in respect of death, injury, loss, damage or delay to other persons or to property, arising from your misconduct.

### 10.2 Electronic devices

- 10.2.1 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.

10.2.2 If you fail to comply with clause 10.2.1, 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.

10.3 Refreshments

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

10.3.2 Alcohol brought on board by Guests may not be consumed during flights.

10.4 Smoking

10.4.1 All MANGO flights are strictly nonsmoking

## **11. Schedules, Delays and Cancellation of Flights**

11.1. Schedules:

11.1.1 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.

11.1.2 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 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 11.2.

11.2 Cancellation, Rerouting, Delays, and Denied Boarding.

11.2.1 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.

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

11.2.3 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 Guest's election:

11.2.3.1 Refund all monies received in respect of the confirmed reservation, or

11.2.3.2 Place the Guest on the next flight, subject to seat availability.

11.2.4 We do not accept any further liability whatsoever for cancelled flights.

11.2.5 Refunds and Credit Vouchers

11.2.4.1 After confirmation of a reservation, no refunds or credit vouchers will be granted under any circumstances, apart from the following:

11.2.4.2 If a flight is cancelled by us;

11.2.4.3 If we are unable to honour the Guest's reservation resulting in the Guest being denied boarding;

11.2.4.4 Or as otherwise provided for in these Conditions of Carriage.

11.2.4.5 Any refunds will be made either to the Guest 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.

11.2.4.6 Refunds (and/or credit vouchers referred to below) will not be granted where a Guest fails to check in within the applicable Check-in Deadline or fails to board the aircraft.

11.2.4.7 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 only be used on MANGO flights by the Guest named on it during the validity period. Any difference between the credit voucher value and the fare for the new booking must be paid by the Guest.

## **12 In Case of Death**

12.1 In cases where the Guest holding the reservation is deceased a refund would be processed subject to the following provisions:

a. Presentation of the following documentation:

i. The death certificate must be presented;

ii. A copy of the ID of the deceased must be presented;

iii. Banking details of the original payee must be presented. In cases where the payee is also the deceased Guest, the moneys need to be paid into the estate;

iv. Administration fees as applicable at the time of the presentation of the claim will be raised.

12.2 If However the Guest is unable to travel due to any other death related reasons (i.e. family member deceased or having to attend funeral), no refund would be allowed. Guest are encouraged to either change their travel date or transfer the ticket to another person. The applicable administration fees will apply.

### **13. Liability for damage**

13.1. Our sole liability to you in any circumstance is as Described in this clause 13.

13.2 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.

13.3 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 therefore.

13.4 We will not be liable for Damage to Unchecked Baggage unless such Damage is caused by our negligence or wilful misconduct.

13.5 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.

13.6 Our liability in the case of Damage to Checked Baggage shall be limited to R140.00 per kilogram and shall further be limited to a maximum of 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.

13.7 All claims will be calculated in terms of the actual weight of items lost/damaged/pilfered. Claims will be settled in terms of clause 13.1.5. MANGO will not consider any claims for the replacement of items at replacement value.

- 13.8 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 badly packed bags. We are not liable for normal wear and tear (including, without limitation, damaged locks, zippers, scratches, scuff or dirt marks, or damage to either fixed or retractable handles). We retain the right to repair any damaged Baggage to a serviceable condition, fit for the purpose for which it was intended.
- 13.9 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.
- 13.10 We shall have no liability whatsoever for Damage to articles not permitted to be contained in Checked Baggage under clause 9.3.1 and 9.3.2.
- 13.11 We are not responsible for any illness, injury or disability, including death, attributable to your physical condition or for the aggravation of such condition.
- 13.12 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.
- 13.13 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. We do not honour the Checked Baggage allowance of any onward carrier. All Guests will be required to clear immigration and collect their own bags.
- 13.14 For all carriage on our domestic services within the Republic of South Africa, the limit of our liability to or for each Guest 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.
- 13.15 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.

#### **14 Limitation on claims**

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, with the baggage tag still attached as originally placed at the time of check-in, for inspection at our offices when we request you to do so. If you wish to file a claim or an action regarding delay of Checked Baggage you must notify us within twenty one (21) Days from the date the Baggage has been placed at your disposal. Every such notification must be made in writing and dispatched immediately after discovery of the damage or delay and at the latest within the time limits aforesaid. If we accept a claim for damaged Baggage, we will, at our option, either repair or replace the Baggage in question.

- 14.1 Limitation of actions: Any right to damages 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.

#### **15 Additional services**

- 15.1 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.
- 15.2 Partner services booked through our website establish a contract directly between the Guest and the Partner Company. MANGO is not a party to the contract.

## **16 Administrative formalities**

### **16.1 General**

16.2 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.

16.3 We shall not be liable for the consequences to any Guest 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.

16.4 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.

16.5 Guest 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.

16.6 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.

16.7 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.

## **17 General**

17.1 No agent, employee or representative of MANGO 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.

17.2 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,

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pregnant women, sick Guests, restrictions on use of electronic devices and items, the on board consumption of alcoholic beverages and the carriage of animals.

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