

MANGO'S TERMS AND CONDITIONS OF CARRIAGE

These Terms and Conditions and your Booking Confirmation constitute the contract between Mango and the Guest. These Terms and Conditions 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.

The term Guest refers to the actual person traveling.

No agent, employee or representative of Mango has authority to alter, modify or waive any provision of these Conditions of Carriage.

1. WHAT PARTICULAR EXPRESSIONS MEAN IN THESE CONDITIONS

As you read these conditions, please note that:

- 1.1 "WE", "OUR" "OURSELVES" and "US" means TULCA (Proprietary) Limited operating as **MANGO**.
- 1.2 "AUTHORISED AGENT" means a sales agent who has been appointed by us to represent us in the sale of air transportation on our services.
- 1.3 "BAGGAGE IDENTIFICATION TAG" means a document issued solely for identification of Checked Baggage.
- 1.4 "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.
- 1.5 "BOOKING CONFIRMATION" means a document we issue to Guests that contain the Guest's name, flight information, applicable airfares, taxes and notices.
- 1.6 "SDR" means a Special Drawing Right as defined by the International Monetary Fund.
- 1.7 "AIRFARE" means the published fare, charged and/or related to the Conditions of Carriage of an airline, filed, where required, with the appropriate authorities.
- 1.8 "UNCHECKED BAGGAGE" means any of your baggage other than Checked Baggage.
- 1.9 "PRE-SEATING" means the allocation of a seat in the period between making the reservation but earlier than 48 hrs prior to departure of the flight. This process can be completed by the Guest via the Internet at an additional non-refundable charge. Pre-seating takes place on a "first come first serve" 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.

2. CHECK-IN & BOARDING

- 2.1. Your Booking Confirmation Number and proof of identity (a valid passport, RSA ID book or valid driver's license) will be required when checking in. We do not accept copies of temporary travel documents, whether certified copies or not, as proof of identity. Children may travel with their birth certificates as identification.
- 2.2. A reservation is only valid and confirmed after full payment has been received.
- 2.3. Check-in desks open 2 hours before scheduled departure time and close 40 minutes before scheduled departure time for domestic flights. Operational and safety constraints prevent us from checking in Guests outside of these time periods.
- 2.4. You must personally be present at check-in, with your checked baggage. No 3rd party check-in is allowed. You may not be accepted for carriage if you fail to personally present yourself for check-in.
- 2.5. Seat numbers will be allocated at Check-in.
- 2.6. Pre-Seated guests need to report to the Checking in counter at least 45 minutes prior to departure of the flight, or forfeit the per-allocated seat. No claims for any refunds for seats thus forfeited shall be entertained.
- 2.7. Guests have the option of pre-allocating their seats in the period between making the reservation up to 48 hours prior to departure of the flight. This facility is offered against an additional non refundable charge.
- 2.8. A Guest that fails to check in within the allocated time (between 2 hours and 40 minutes before scheduled departure time) 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.
- 2.9. If a guest fails to be at the boarding gate 10 minutes before departure they will forfeit their seat and the portion of the fare that is allocated to that leg of the flight reservation.

3. BOOKING CONFIRMATION

- 3.1. No tickets will be issued for travel.
- 3.2. A booking is not transferable.
- 3.3. The Booking Confirmation provided to you will quote a Unique Booking Confirmation Number.
- 3.4. Your Booking Confirmation together with our Terms & Conditions of Carriage constitute the terms of your contract with Mango.
- 3.5. If a VAT Invoice is required contact the Call Centre on 08611 MANGO (08611 62646).

- 3.6. Airport levies, value added tax and insurance surcharges imposed on air travel by Government or other authorities are included on your Booking Confirmation.
- 3.7. Airfares 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 booking.
- 3.8. In the unlikely event of the aircraft being changed to another

4. 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:

- 4.1. such action is necessary in order to comply with any applicable government laws, regulations, or orders;
- 4.2. the carriage of you or your Baggage may endanger or affect the safety, health and materially affect the comfort of other Guests or crew;
- 4.3. your mental or physical state, including your impairment from alcohol or drugs, presents a hazard or risk to yourself, to Guests, to crew, or to property;
- 4.4. you have committed misconduct on a previous flight, and we have reason to believe that such conduct may be repeated;
- 4.5. you have refused to submit to a security check;
- 4.6. you have not paid the applicable fare, taxes, fees or charges;
- 4.7. you do not appear to have valid travel documents, may seek to enter a country through which you may be in transit, or for which you do not have valid travel documents, destroy your travel documents during flight or refuse to surrender your travel documents to the flight crew, against receipt, when so requested;
- 4.8. you present a Booking Confirmation 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 Booking Confirmation;
- 4.9. you present a Booking Confirmation which has been issued or altered in any way, other than by us or our Authorised Agent;
- 4.10. you fail to observe our instructions with respect to safety or security;

- 4.11. any other reason or circumstance exists which in our reasonable opinion entitles us to refuse to carry you or your Baggage;
- 4.12. you have previously committed one of the acts or omissions referred to above.

5. BAGGAGE

- 5.1. 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. Checked Baggage must have your name or other personal identification affixed to it.
- 5.2. 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.
- 5.3. You are allowed one item of hand luggage (which must be smaller than 55cm x 40cm x 20cm and weigh less than 7kg) and you are allowed hold baggage up to 20kg. Any excess over 20kg is chargeable at an excess fee per kilogram. Infants who share your seat have no baggage allowance.
- 5.4. Bicycles, surfboards, etc., are not considered normal items of baggage and will only be carried subject to availability of space. A handling fee will be charged for these items.
- 5.5. Dangerous articles (such as compressed gases, corrosives, explosives, flammable liquids and solids, radioactive materials, oxidizing materials, poisons and infectious substances, firearms and ammunition) must not be carried in baggage. This includes EMPTY gas cylinders. Ask us if you are unsure what items are regarded as dangerous.
- 5.6. Firearms and/or Harmful Articles may not be carried in the Cabin, Cargo Hold or Flight Deck of Mango aircraft. This also includes antique swords, knives or similar items, weapons of bodyguards to VIPs, couriers, law enforcement officers and crew members.
- 5.7. No one piece of checked in baggage may weigh more than 32kg.
- 5.8. The following articles may not be carried on board: toy guns, cutlery, knives, scissors, syringes, blades, nail clippers, golf clubs, cricket bats or sharp objects that could be used as weapons.
- 5.9. Live animals may not be carried as hand baggage.
- 5.10. We may refuse to accept Baggage for carriage unless it is, in our reasonable opinion, properly and securely packed in suitable containers.
- 5.11. Baggage means the Guest's personal property accompanying him or her in connection with his or her trip. Unless otherwise specified, it consists of both Checked and Unchecked

Baggage. Items which do not meet this definition are unacceptable as baggage. The following items are also unacceptable as baggage:

- 5.11.1. Items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations, and in our regulations.
- 5.11.2. Items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from or to.
- 5.11.3. Items which are reasonably considered by Mango 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 regards to, among other things, the type of aircraft being used.
- 5.11.4. Firearms and ammunition of any nature are prohibited from carriage as, or within Checked Baggage,
- 5.11.5. 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.
- 5.11.6. Guests may not include in Checked Baggage, fragile or perishable items (these include cut flowers, plants, foods, untreated animal skins or hides and similar articles requiring maintenance at specific temperatures such as medicine, whole blood, and blood cells), artwork (these include pictures, drawings, statues, models, souvenirs, other art objects, curios and similar articles), perfumes and fragrances, money, credit cards, jewelry, precious metals, computers, personal electronic devices, cellular telephones, photographic equipment (this includes all cameras including, but not limited to, VCR recorders/players, photoflash equipment, photometers, spectrosopes, photo tubes, and/or other similar device 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, stereo equipment, VCR players, VCR recorders and their accessories, typewriters, hair dryers, sewing machines, specialized equipment, and similar articles, ceramics/chinaware/glass (these include 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 or samples. Any liquid transported in any container is considered fragile, recreational items (this includes tents of any description, backpacks, sleeping bags, and knapsacks made of plastic, vinyl, or other easily torn material with or without metal frames, outside pockets, or protruding straps and buckles and other sporting or recreational items not contained in a rigid heavy case).
- 5.11.7. Mango does not accept liability in instances where items are too large and not permitted in cabin, fragile or unsuitably packed or late check-in items which may travel on a later flight. This includes any charges that might fall due for the delivery of any such item.
- 5.11.8. If, despite being prohibited, any items referred to above are included in the Guest's Baggage, Mango shall not be responsible for any loss of or damage to such items.

6. LOST AND DAMAGED BAGGAGE

- 6.1. You are required to collect your Checked Baggage as soon as it is made available at your destination. 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.
- 6.2. Only the bearer of the Baggage Identification Tag is entitled to take delivery of the Checked Baggage. If a person claiming Checked Baggage is unable to produce the Baggage Identification Tag 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.
- 6.3. Lost or delayed baggage must be reported immediately on arrival. Guests will be compensated for lost baggage in accordance with the checked baggage weight up to a maximum of R2500.00 per claim.
- 6.4. We will use the IATA recommended practice 1751 for payment of lost items of clothing.
- 6.5. No compensation will be paid for delayed baggage.
- 6.6. Baggage must be adequately secured to protect its contents.
- 6.7. The airline 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.

- 6.8 Any claim for missing items or damaged baggage must be submitted to the airline within 24 hours of the arrival of your flight.
- 6.9 Mango does not accept liability for normal wear and tear e.g. damaged locks, scratches and/or scuff or dirt marks.
- 6.10 Mango retains the right of repairing any damaged bag to a serviceable standard, in order for it to be used for the purpose intended.
- 6.11 Mango does not assume liability with regard to consequential loss or damage resulting from late arrival of baggage.

7. ANIMALS

- 7.1. Mango transports domestic pets only - dogs, cats and small birds. Domestic pets under the age of 8 weeks will under no circumstances be accepted for carriage by Mango.
- 7.2. Pets are not included in the Checked Baggage allowance of 20kg per paying guest and Excess Baggage charges will be raised, irrespective of any other Baggage.
- 7.3. When animals accompanying guests are accepted at check in for stowage in the hold compartment of the aircraft, the following conditions will apply;
 - 7.3.1. 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.
 - 7.3.2. Animals suffering from an obvious disease, injury etc. will not be accepted.
 - 7.3.3. The regulation of the country to/through, which the animal is to be conveyed, must be complied with.
- 7.4. The only exception to the above rules is a dog to lead deaf or blind guests. The dog, when properly harnessed may be permitted to accompany such Guest in the cabin free of charge. The dog shall not occupy a seat. (Are we not going to ask for a tranquilizer?)

8. RESERVATION CHANGES

- 8.1. 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 Mango Guest Services offices located in the applicable airport. A Change Fee, 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.

- 8.2. 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 or onward bookings. However, if you do advise us in advance, we will not cancel your subsequent flight bookings.
- 8.3. Charges for Reservation changes made through the website, or through the call centre, may only be settled with a credit card or with an EDCON Store Card. Guests requiring to pay cash for Reservation changes, would need to make the changes at the Mango Guest Services offices located in the applicable airport.

9. REFUNDS

- 9.1. After confirmation of a booking, no refunds will be granted under any circumstances, apart from the following:
 - 9.1.1.1. In case of a Guest being unable to travel due to Medical reasons (death and incapacity). In the aforementioned instances the appropriate documentation must be presented to Mango prior to the refund being processed (death or medical certificate).
 - 9.1.1.2. If a flight is cancelled by Mango.
 - 9.1.1.3. If Mango is unable to honour the confirmed reservation resulting in the Guest being denied boarding.
- 9.2. Mango shall be entitled to make a refund either to the person named in the Reservation or to the person who has paid for the Reservation, upon presentation of satisfactory proof of such payment subject to deduction of a reasonable administration fee.
- 9.3. Subject to production of such documents as required by Mango and the exercise of reasonable precautions by us, if a refund is made to anyone holding himself or herself out as a person to whom such refund may be made, that shall be deemed a proper refund and shall discharge us from liability and any further claim for refund from you or from anyone else.

10. DENIED BOARDING

- 10.1. In the unlikely event that Mango is not able to provide a seat for a confirmed reservation the airline will, at the Guest's election, refund all monies received in respect of the reservation, or place the Guest on the next available Mango flight.

10.2. The airline will not provide meals or accommodation or accept any further liability for denied boarding, delayed flights or changes in flight schedules.

11. MEALS AND BEVERAGES

11.1. Snacks, soft drinks and alcoholic beverages will be available for sale on board flights.

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

12. PARTNER OFFERS

12.1. 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.

13. SPECIAL NEEDS GUESTS

13.1. General

13.1.1. 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.

13.1.2. 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
- Stretcher Cases
- Baby Bassinets
- Mentally Disabled Guests
- Unaccompanied Minors

- Young Guests
- Infants

13.1.3. The onus is on the Guest to advise the Booking Agent or indicate on the web-site 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.

13.1.4. 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.

13.1.5. In compliance with SA-CAA regulation SA-CATS-OPS 121.07.16, Mango is limited to 9 (nine) disabled/incapacitated cases that may be accepted per flight.

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

13.1.7. Mango does not accept Guests suffering from infectious diseases which can be transmitted to others.

13.2. **General Medical Cases**

13.2.1. 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 (± 3 weeks)
- Orthopaedic and Skeletal Defects
- Diabetics with complications
- Hypertension (high blood pressure)

13.2.2. A Medical Questionnaire (M44) completed by the Guest's Medical Practitioner must be sent to Mango 48 hrs before departure. The Guest should carry a copy on their person.

13.2.3. Guests must report to the check-in counters at least 60 minutes prior to departure. A Guest that fails to check in within the allocated time may 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.

13.3. **Guests Requiring Oxygen**

13.3.1. 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.

13.3.2. There are two types of oxygen cylinders on board all Mango aircraft namely 2 litres and 4 litres flow (low and high flow). These 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. **Under no circumstances are Guests allowed to use their own oxygen bottles on board!**

13.4. **Guests Requiring Wheelchairs**

13.4.1. The following wheelchair classifications can be accommodated:

- WCHR - The Guest can ascend or descend the steps and can make own way to/from the cabin seat but require a wheelchair to/from the aircraft across the tarmac. A PAU 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 PAU 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 PAU may be required to board this guest. **Such Guests must be accompanied by an able-bodied person at all times.**

13.4.2. Mango has limited the combined number of WCHS or WCHC guests that can be accommodated on each flight to a total of two.

13.5. **Blind, Deaf or Hearing Impaired Guests**

13.5.1. These Guests need no Medical Practitioner clearance but the M44 medical form must be completed and submitted to Mango for clearance.

13.6. **Diabetics**

13.6.1. 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 airline medical form (M44) will have to be completed by the Guest's Medical Practitioner and forwarded to Mango for clearance.

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

13.6.3. Guests are advised to carry their medication in their cabin baggage as the insulin will freeze if placed in the checked baggage and loaded in the hold of the aircraft. Guests are also advised to include syringes as none will be supplied on board.

13.7. **Pregnant Guests**

13.7.1. Pregnant Guests may travel on Mango without medical clearance provided they are less than **35 weeks** pregnant, and they do not have any complications. They do, however, need a medical form (M44) to be completed by the Guest's Medical Practitioner certifying they are fit to travel once over 35 weeks.

13.8. **Stretcher Cases**

13.8.1. Mango does not permit any stretcher cases to be accommodated on board.

13.9. **Baby Bassinettes**

13.9.1. Mango does not provide any bassinettes or related services on board.

13.10. **Mentally Disabled Guests**

13.10.1. A medical form (M44), indicating that the Guest is medically fit to travel, must be obtained from a Medical Practitioner and submitted to Mango for clearance.

13.11. Unaccompanied Minors

13.11.1. 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.

13.11.2. Mango does not cater for the carriage of any unaccompanied minors. Care must be taken those Guests younger than 12 MUST be accompanied by a Guest at least 16 years old.

13.12. Young Guests

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

13.13. Infants

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

13.13.2. Special infant restraints are available on all Mango aircraft upon request.

14. CANCELLED FLIGHTS

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

14.1.1. -refund all monies received in respect of the confirmed reservation; or

14.1.2. -place the Guest on the next available Mango flight, subject to seat availability.

14.2. Mango will not accept any further liability for cancelled flights such as providing accommodation, meals or rebooking Guests on another airline.

15. GUEST CONDUCT

15.1. All Mango flights are non smoking.

15.2. Guests are by law required to obey all lawful commands given by the Captain or Cabin Crew.

15.3. Any Guest, who misbehaves, is disruptive or threatens the safety of any other Guest or aircrew member or aircraft may be physically restrained and, when possible, removed from the flight.

15.4. Guests who are guilty of misconduct will be subject to prosecution according to Civil Aviation Regulations or National Security Legislation.

- 15.5. If a diversion is necessitated by the misconduct of a Guest, that Guest will be liable for costs incurred by Mango.
- 15.6. 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.
- 15.7. If you fail to comply with 15.6, 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.

16. LIABILITY

- 16.1. The flight time shown in timetables may change between the date of publication and the date you actually travel. We do not guarantee them to you and they do not form part of your contract with us.
- 16.2. 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 Booking Confirmation. 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 conclusion of the transaction between Mango and the Guest, 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 available Mango flight which is acceptable to you, our liability is limited to a refund in accordance with Article 9.
- 16.3. In the event of an accident resulting in the death of, or injury to, a Guest whilst on board an aircraft operated by Mango or during the course of embarking or disembarking, the amount of any damages payable by Mango is limited to 100 000 Special Drawing Rights, provided it is proved that such death or injury was caused by negligence on the part of the airline.

"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.

Where your carriage is not subject to or not inconsistent with the liability rules of the Convention, the following rules shall apply:

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 in accordance with applicable law.

We will be liable only for Damage occurring during carriage on flights or flight segments where our Airline Designator Code appears in the carrier box of 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. Nevertheless, with respect to Checked Baggage, you may make a claim against the first or last carrier.

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

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.

Except in the case of an act or omission done with intent to cause Damage or recklessly and with knowledge that Damage would probably result, our liability in the case of Damage to Checked Baggage shall be limited to SDR 17 per kilogram and in the case of Damage to Unchecked Baggage shall be limited to SDR 332 per passenger, where the Warsaw Convention applies to your journey, or 1,000 SDRs for Checked and Unchecked baggage where the Montreal Convention applies to your journey, provided that in either case if in accordance with applicable law different limits of liability are applicable such different limits shall apply. 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 for the class of carriage concerned. If in the case of Checked Baggage a higher value is declared in writing pursuant to an excess valuation facility, our liability shall be limited to such higher declared value.

Except where other specific provision is made in these Conditions, we shall be liable to you only for recoverable compensatory Damages for proven losses and costs in accordance with the Convention.

We are not liable for any Damage caused by your Baggage. You shall be responsible for and shall reimburse us in respect of any Damage caused by your Baggage to other persons or property, including our property.

We are not responsible for any illness, injury or disability, including death, attributable to your physical condition or for the aggravation of such condition.

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.

Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability under the Convention or applicable laws unless otherwise expressly stated.

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 seven (7) Days of receipt of the Baggage. If your 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.

LIMITATION OF ACTIONS

Any right to Damages shall be extinguished if an action is not brought within two (2) years of the date of arrival at destination, or the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court where the case is heard.

NOTE For domestic carriage (i.e. wholly within the Republic of South Africa) the period of limitation shall be three years.

17. PRIVACY AND SECURITY

17.1. You recognise that personal data has been given to us for the purposes of making and paying for a booking, obtaining ancillary services, developing and providing services, facilitating immigration and entry 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.

18. DOMESTIC FLIGHTS

18.1. Mango is 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 destination of the Mango flight booked.

18.2. Mango does not honor any other airline's check-in baggage allowance or the two piece concept.

19. CURRENCY

19.1. Fares, taxes, fees and charges are only payable in South African Rand.

19.2. We only accept credit cards issued by a South African Bank.

20. CHARTER OPERATIONS

20.1. *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.*