

TERMS & CONDITIONS

1.

"We", "our" "ourselves" and "us" means Renegade Air Ltd Also Renegade Air "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").

"AGREED STOPPING PLACES" means those places, except the place of departure and the place of destination, set out in the Ticket or shown in our timetables as scheduled stopping places on your route.

"BAGGAGE" means your personal property accompanying you in connection with your trip. Unless otherwise specified, it consists of both your Checked and Unchecked Baggage.

"CONVENTION" means whichever of the following instruments are applicable:

The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (hereinafter referred to as the Warsaw Convention); The Warsaw Convention as amended at The Hague on 28 September 1955; The Warsaw Convention as amended by Additional Protocol No. 1 of Montreal (1975); The Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975); The Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975); The Guadalajara Supplementary Convention (1961); The Montreal Convention (1999) For purposes of this contract: "ticket" shall mean a passenger ticket and baggage check, or in the case of an electronic ticket the itinerary/receipt if applicable, of which these conditions form part; "carriage" is equivalent to "transportation"; "carrier" means all air carriers that carry or undertake to carry the passenger or his/her baggage hereunder or perform any other service incidental to such air carriage; "electronic ticket or e-ticket" means the itinerary/receipt issued by or on behalf of the carrier and if applicable, a boarding document; "Warsaw Convention" means the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw, 12th October 1929, or that Convention as amended at The Hague, 28th September 1955, whichever may be applicable;

2.

The liability of Renegade Air Limited (Renegade Air) in respect of carriage of passengers hereunder is subject to the rules and limitations relating to liability established by the Warsaw Convention as applied in Kenya, and by the terms and conditions stated hereunder.

3.

Checked baggage will be delivered to the passenger or their agent. In case of damage to the baggage, this must be brought to the attention of Renegade Air in writing at the time of delivery. In the event of lost baggage, the liability of Renegade Air shall be limited to the Kenya shilling equivalent of US\$5 per kilogram. Damaged baggage will be considered on an individual basis depending on the extent of the damage. Scratches or opened zips will not be considered. Any liability or compensation for damaged baggage will not exceed \$50 per bag. Renegade Air has no responsibility whatsoever for any cash, credit cards, jewellery, cameras, computers or other valuables contained in checked baggage.

4.

The total baggage allowance for each passenger (excluding Infants, who are not entitled to baggage allowance) , inclusive of hand baggage and cameras, is 10kgs, with an exception of Zanzibar, Kitale, Lodwar, Vipingo, Diani and Kisumu which allow 20kgs. Excess baggage will only be carried, at the sole discretion of the captain of the aircraft, if the payload of the aircraft and/or space permits and will be charged at the prevailing rate (currently \$ 4 per kg) for carriage of freight. If passengers anticipate they will have excess baggage on 'safari' and International routes, it is recommended that they book a 'freight' seat at a child rate (applicable on Y class fares) , which permits confirmed carriage of an extra 75kgs. 'Freight' seats on other routes are not permitted and are subject to the discretion of Renegade Air Operations.

5.

Sports equipment - We do not carry large sports equipment such as surfboards/bicycles and golf bags etc. unless requested in advance. Golf bags may be considered on an individual basis when operating our Dash 8 aircraft and will be charged at \$10 per bag per sector.

6.

Seats on Renegade Air aircraft are of a restricted 'utility' size and larger passengers well above an average weight of 85 kg for men and 65 kg for women, may find them uncomfortable. In such circumstances, it is recommended that for both safety and comfort reasons, passengers weighing 100 kgs and above, book an extra seat.

7.

Freight will only be carried, at the sole discretion of the captain of the aircraft, if the payload of the aircraft and/or space permits and the aircraft will be landing at the freight destination airstrip for commercial passengers. Renegade Air will be the sole arbiter if there is any dispute as to the acceptability of freight on safety, legal or moral grounds or where Renegade Air considers there are reasonable grounds for not accepting the freight if it could be detrimental to the condition of the aircraft e.g. wet fish. Freight will be weighed and charged at the applicable prevailing rate (currently \$4 including VAT) per kg. It is the responsibility of the owner to insure any freight and Renegade Air's liability is limited to the Kenya shilling equivalent of US\$10 per kg in the event of any loss. Renegade Air will not be held responsible for any damage to freight.

8.

Renegade Air does not permit the carriage of pets, regardless of whether the animal is in an airline approved container.

9.

It is the sole responsibility of passengers on international flights to ensure that they have the appropriate documentation, including, but not limited to, passports and visas required by any Government authority. Renegade Air will have no liability whatsoever for any direct or indirect costs if a passenger is unable to board a flight because he/she does not have the correct documentation.

10.

The latest Check-in time for all passengers is strictly 90 minutes before flight time in Zanzibar, 60 minutes in Nairobi (Wilson), Kilimanjaro International Airport, Lamu, Lodwar, Kitale and Kisumu and 30 minutes elsewhere. Renegade Air reserves the right to depart up to 15 minutes ahead of the scheduled departure time if passengers are not present at the place of departure by that time. Renegade Air has no responsibility for direct or indirect costs resulting from passengers missing a flight due to non-compliance, for whatever reason, with the above Check-in times. The above Check-in periods do not apply for passengers connecting off one Renegade Air flight directly onto another Renegade Air flight and connections are guaranteed.

11.

During Check-in passengers will be required to prove their identity by passport or other identity document containing a photograph. If a ticket has been purchased online using a credit card, then it will be necessary to produce the same credit card when checking in.

12.

All firearms or weapons MUST be declared upon check-in at Wilson, and at any other destination from which we shall be operating scheduled flights to the pilot when departing from bush or other airstrips and airports. This shall include destinations from which we shall be operating as a charter service.

13.

Renegade Air undertakes to use its best efforts to carry passengers and baggage with reasonable dispatch. However, the times shown on tickets or timetables form no part of the contract between Renegade Air and the passenger and Renegade Air reserves the right to change departure times and/or carrier when so required for operational, weather or safety reasons. In such circumstances, Renegade Air reserves the right to either change timings or rebook passengers on alternative carriers, which could include a time change from the original booking.

14.

Renegade Air will not be responsible for any consequential costs related to flights missed.

15.

Renegade Air only guarantees a connection to another flight when that flight is also being operated by Renegade Air. Renegade Air does not accept any responsibility whatsoever for direct or indirect costs related to a passenger off a Renegade Air flight missing a connection to a flight on another carrier.

16.

If a Renegade Air flight is significantly delayed, then Renegade Air will provide refreshments/meals appropriate to the time of day and length of delay. If exceptional circumstances so dictate that a flight cannot be completed during one day for safety or operational reasons, then Renegade Air will provide over-night accommodation and meals at their cost but will not have responsibility for any other direct or indirect costs resulting from the delay.

17.

Renegade Air reserves the right to allocate seats to standby passengers if ticketed passengers have not checked in by 15 minutes prior to the scheduled departure time. In such circumstances, ticketed passengers who subsequently arrive will only be boarded if there are seats still available.

18.

At its sole discretion, Renegade Air may impose a requirement for a minimum number of passengers to be booked to a particular destination before operating that particular flight. Services to safari destinations are all subject to a minimum of 2 passengers per trip regardless of combined services. Individual or single passengers will be charged the minimum passenger loads prior to a flight operating.

19.

Tickets issued for carriage on Renegade Air flights are strictly applicable to the carriage of the ticketed person and are not transferable to another person unless, in exceptional circumstances, the senior management of Renegade Air have so agreed in writing or by email.

20.

Once issued, tickets are non-refundable and non-transferable, unless the booking is cancelled more than 60 days before the time of the flight departure then the ticket price will be refunded less an administrative fee of \$75 per passenger. If payment was made by credit card, the refund will be less the 5% commission paid to the credit card company. If a booking is cancelled within 60 days of the flight departure then the passengers will be considered as 'No-Shows' and no refund will be made. An exception to the nil refund policy is when the 'No-Show' is the result of exceptional or humanitarian circumstances that can be supported in writing. Under such circumstances, any request for a refund would be considered on an individual basis, but not guaranteed. Any refunds approved would be subject to administrative charges.

If it is necessary to amend the date or time of travel then there is no charge if this is done more than 96 hours before the time of flight but within 96 - 18 hours of a flight, an amendment fee of \$50 per passenger will be charged. Amendments are not permitted within 18 hours of a flight and will be considered 'No-shows'. 'No-show' or unused tickets cannot be re-validated for travel at a later date.

When a refund requires a bank transfer then the associated bank charges will be deducted from the refund.

21.

Renegade Air only accepts the carriage of persons under the age of 12 years if they are accompanied by an adult.

22.

All Renegade Air flights are non-smoking flights.

23.

Renegade Air reserves the right to deny carriage to any person or offload him/her at any airport/airstrip if in their sole discretion it is considered that:

- Carrying the passenger might endanger the safety of the aircraft, crew or other passengers.

- The passenger is drunk or under the influence of alcohol or drugs.
- The passenger's mental or physical state is a danger or risk to the aircraft, crew or other passengers.
- The passenger has refused to comply with a personal or baggage security check
- The passenger has refused to comply with instructions related to safety or security from the crew or other authorized persons.
- The passenger has used threatening or abusive words or gestures to any Renegade Air employee or other authorized person
- The passenger has made any threat related to the safety of the aircraft.

24.

No agent, servant or representative of Renegade Air has the authority to alter, modify or waive any of these Conditions of Carriage.

25.

The contract evidenced hereby or contained herein shall be governed by the Law of Kenya and any claim or dispute arising hereunder shall be determined by the Kenyan courts to the exclusion of the courts of any other country.

26.

Whilst Renegade Air has made every effort to ensure the information on this website is accurate and updated regularly, the use of any services or content is subject to availability or subject to price changes prior to confirmation of the services. Information is updated frequently but we cannot guarantee services are available as indicated or at the prices shown. However, the correct details and rates will be provided before you confirm and accept your reservation.

Any personal details collected, submitted or otherwise obtained during the use of the site will not be disclosed to any third parties, companies or partners, except when your inquiry is related to accommodation or tours or safaris, whereby details will need to be distributed to our trusted partners involved in providing the service.

Renegade Air does not take any responsibility for any computer related problems, mishaps, or virus infections that may occur while surfing this website, nor is it warranted either implicitly or expressly that any content is safe in any manner for download. However, to the best of our knowledge, this site is virus free.