

Carriage Conditions



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Article 1: Definitions (Meaning of expressions)

In this document, except where the context otherwise requires, or except where it is otherwise expressly provided, the following expressions have the meanings respectively assigned to them.

We, Us, Our - means Enugu Air Limited, or trade name Enugu Air.

You, Your, Yourself - means any person holding a Confirmed Booking (Ticket) who is to be carried or is carried on an Aircraft, except members of the crew. (See also definition of "Passenger").

Adult - means a customer aged twelve (12) years and over on the date of travel.

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.

Aircraft - means an aircraft owned, operated or otherwise managed by Enugu Air Limited in connection with its operations.

Airline Designator Code - means the two characters or three letters which identify particular air carriers.

Article - means an article of these general Terms and Conditions of Carriage.

Authorized Agent - means a Passenger sales agent who we have appointed to represent us in the sale of air Passenger transportation on our services and, when authorized, on the services of other carriers

Baggage - means your personal property accompanying you on your flight, which, unless otherwise specified, consists of your Checked and Cabin Baggage unless we state otherwise.

Baggage Identification Tag - means a label issued by us and attached to your Checked Baggage at the check-in desk, which identifies your Checked Baggage on arrival at your Place of Destination.

Baggage Check - means those portions of the Ticket which relate to the carriage of your checked baggage.

Base Fare - means the fare we will charge you for travel on our flights, excluding any Taxes or Service Fees.

Booking - means the reservation we hold in our systems which includes all details of the flights, Customers, Customer contact details, Services and Tariffs charged and any other payments received for your travel with us.

Booking Confirmation - means a document or documents we or our Authorized Agents issue on paper, e-mail, SMS or other electronic means. It contains the Customer's name, Customer contact details, flight and airline contact information, confirmation of all monies paid and details of the Fare Rules applicable to the Booking. (See also Ticket).

Booking Reference - means the unique alpha numeric reference we assign to you to identify your Booking.

Business Days - means a Monday to Friday, or any day in which the banks in Nigeria are ordinarily open, excluding publicly declared holidays.

Cabin Baggage - means your baggage and personal items other than your Checked Baggage. Cabin Baggage is carried with you on to the Aircraft.

Cabin Baggage Allowance - is the number of bags, up to a maximum weight per bag, which your Fare Rules, as advised by us at time of booking and in your Booking Confirmation, allow you to carry with you on the Aircraft for no additional fees.

Carrier - means an air carrier other than ourselves whose Airline Designator Code appears on your Ticket or on a conjunction ticket.

Carrier Regulations - means rules, other than these Conditions, published by us and in effect on date of Ticket issue, governing carriage of both you and/or your Baggage and shall include any applicable tariffs in force.

Checked baggage - means baggage which we have taken into our custody and for which we have issued a Baggage Identification Tag.

Checked baggage Allowance - means the number of bags, up to a maximum weight per bag, which are detailed in your Fare Rules and advised by us at time of booking and in your Booking Confirmation, allow you to check-in for carriage in the hold of our Aircraft for no additional fees.

Check-in deadline - means the time limit specified by us by which you must have completed all check-in formalities and received your boarding pass.

Child - means a customer aged between 2 and 11 years of age (inclusive) on the date of travel.

Conditions of Carriage - means these General Conditions of Carriage for Customers and Baggage.

Conditions of Contract - means those statements contained in or delivered with your Booking Confirmation, identified as such and which incorporate by reference, these Conditions of Carriage and Notices.

Confirmed Booking - means a Booking for which all Customer details and full payments have been received (and may also be referred to as Ticket or Itinerary/Receipt).

Convention - means the Convention for the Unification of Certain Rules for International Carriage by Air, 1999 (the 'Montréal Convention'), the Convention on International Interests in Mobile Equipment (the 'Cape Town Convention') or any other relevant Convention to regulate aviation or aerospace as Nigeria may elect to ratify and incorporate into its domestic laws.

Coupon - means both a paper Flight Coupon or Passenger Coupon issued by us or our authorized agent as part of your ticket.

Customer - means any person holding a Confirmed Booking who is carried, or is to be carried, on an aircraft, except members of the crew. (See also definition of "Passenger").

Damage - this includes death of, wounding of, or bodily injury to a customer. It also includes loss, partial loss, and theft of, or other damage to Baggage arising out of, or in connection with carriage or other services incidental thereto performed by us.

Days - means calendar days 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.

Denied Boarding - means a refusal to accommodate passengers on a scheduled flight although they have a valid ticket with a confirmed Reservation on that flight and have presented themselves for check in within the required time limit as stipulated in Article 6 of these Conditions of Carriage.

Domestic Flights - mean Flights within Nigeria.

Electronic Ticket - means the itinerary / receipt issued by us or on our behalf, the Electronic Coupons and, if applicable, a boarding document.

Excess Baggage - means Checked Baggage which is not included in your Cabin Baggage Allowance or your Checked Baggage Allowance, as detailed in your Fare Rules, which we may carry as Checked Baggage for an additional Service Fee.

Fare - means the total amount charged for travel on our Flights, including the Base Fare and Taxes including Service Fees.

Fare Refund - means a refund, under Article 10 of the Fare for your Booking.

Fare Rules - means the rules, as detailed in these Conditions of Carriage, published by us (as amended) and in effect on the date the Booking is made which govern the carriage of Customers and/or Baggage and shall include applicable Tariffs in force. These are available on our Website and at our offices upon request.

Flight - means a single flight operated by the Carrier from one airport to another airport.

Infant - means a customer aged over eight (8) days old and less than two (2) years old on the date of travel.

International Flights - mean travel on our Aircraft where a Place of Destination or Place of Departure are outside of Nigeria.

National Currency Equivalent - means the equivalent value of the local currency of the country in which the compensation is to be paid or in which judgment is to be made.

Nominated Bank - means a bank, or specific branch of a bank, authorized by us to receive cash payment on our behalf in respect of the sale of air transportation on our services.

Passenger - means any person, except members of the crew, carried or to be carried in an aircraft with our consent. (also referred to as "Customer").

Place of Departure - means the airport from where your Flight will commence its journey.

Place of Destination - means the airport at which your Flight will end its journey.

Scheduled Arrival Time - means the time we advise you when booking that the flight on Your Booking will arrive to its Place of Destination.

Scheduled Departure Time - is the time we advise you when booking that the flight on Your Booking will depart from its Place of Departure.

Services - means the additional services you may ask us to include in your Booking, including but not limited to Preferred Seat Selection, Excess Baggage (both Pre-Paid and Airport), Pre-Order Meals, SMS services and Inflight Entertainment Vouchers. (may also be referred to as "Ancillaries").

Service Fees - means the charges incurred for each of the Services.

Special Assistance Requirements - means a customer requiring assistance during their travel with us, as detailed in Article 9.

"Special Drawing Right" and "SDR" - mean the composite unit of currency that is the official unit of exchange of the International Monetary Fund.

Stopover - means a scheduled stop on your journey at a point between the Place of Departure and the Place of Destination.

Tariffs - are the Service Fees, Taxes and Base Fares incurred for the flights and Services.

Taxes - means any fees or charges we incur from local or national regulatory or governmental bodies for the transport of you on our Aircraft.

Transit Passenger - means - a Passenger arriving at an airport for onward travel to another country: - on the same flight from that airport; -on a connecting flight from that airport; - on a connecting flight from another airport; or - on another onward flight from that airport.

Ticket - means either the paper document marked Passenger Ticket and Baggage Check or an electronic ticket, which we or our authorized agent have issued to you. (See also Electronic Ticket).

Travel Management Companies - means our travel agencies that manage our corporate or business travel program. (See Authorized Agent).

Validity Period - means the period for which your ticket is valid for travel.

Voucher - means a unique reference number which has a variable value which you may use as full or part payment towards a Booking made via our website or by our Sales Centre. Voucher validity and terms and conditions will vary and will be advised at time of issuance.

Website - means the Enugu Air Limited website at <https://enuguairlines.com/> or any alternative you may be notified or directed to use.

Article 2: Applicability (When these conditions apply)

2.1 Applicability

Except as provided in Articles 2.2, 2.4 and 2.5, our Conditions of Carriage apply only on Enugu Air flights, or flight segments, where our Airline Designator Code 'EE' is indicated in the carrier box of the ticket for the flight segment. The Terms and Conditions contained in the Ticket, your itinerary or receipt shall form

part of these Conditions of Carriage. By making a Confirmed Booking you agree with all the terms and conditions and requirements as detailed in these Conditions of Carriage, as may be amended from time to time. In case of any dispute related to any / all of the services as provided by us and or any of our Authorized Agents before, during and or after the provision of the service, such dispute shall be exclusively and solely raised, filed, submitted, registered and /or presented in the Federal High Court of Nigeria.

2.2 Charter and Package Tour Holiday Operations

If carriage is performed pursuant to a charter agreement, these Conditions of Carriage apply only to the extent that they are incorporated by reference or otherwise in the charter agreement or your Ticket. If carriage is performed pursuant to a package tour holiday contract with a third party these Conditions of Carriage apply to your carriage by air, with the exception of those provisions dealing with refunds.

2.3 Code Share

On some services, we have arrangements with other airlines known as code shares. This means that even if you have a reservation with us and hold a Booking Confirmation showing the “EE” Airline Designator Code for one or more flights, another airline may operate the aircraft flight. If such arrangements apply to your carriage, the following conditions will apply.

2.3.1 - We will advise you of the name of the other airline at the time you make your reservation when you make it with us or, if made through an Authorized Agent, we will endeavor to make sure that the Authorized Agent gives you such information;

2.3.2 - For any such code share flights operated by another airline, these Conditions of Carriage will apply except that the conditions of carriage of the operating carrier will apply to all operational and procedural aspects of the flight, with the result that, for example, provisions relating to baggage acceptance, check-in and boarding, refusal and limitation of carriage, conduct aboard aircraft, schedules, delays and cancellation of flights may differ from these conditions of Carriage.

2.4 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. The carriage of a Passenger on any flight by Enugu Air is, without exception, subject to these

Conditions of Carriage:

- any applicable Tariffs filed by us with regulatory bodies;
- the Convention and any other applicable laws;
- Any specific directions given to a Passenger in writing or orally by our staff; and
- The fare rules or Enugu Air redemption rules, as applicable.

2.5 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.

2.6 Name and Address of Carrier

Our name, Enugu Air Limited, may be abbreviated as EA, or to our Airline Designator Codes (EE) in the Ticket. Our address shall be deemed to be the airport of departure shown opposite the first abbreviation of our name in the “carrier” box in the Ticket, or in the case of an Electronic Ticket, as indicated for our first flight segment in the e-Ticket Receipt. Further correspondences, notices etc. should be addressed to Enugu Air Limited, International Conference Centre (ICC), Okpara Square Road, Independence Layout, Enugu, Enugu State, Nigeria.

Article 3- Tickets

3.1 General Provisions

3.1.1 We provide carriage on a flight when you present your booking reference number, physical photographic identification: (a valid School, Company or Government issued Photo identification at check-in and at boarding gates), identifying you as the passenger named in the booking and valid travel documentation (e.g. passport, visa) where applicable.

3.1.2 - The ticket issued by us or an authorized agent remains at all times the property of the issuing Carrier. The Conditions of Contract contained in the ticket is a summary of these Conditions of Carriage.

3.1.3 - A Ticket is not transferable to another person. If someone other than the passenger named in the ticket presents a ticket for travel, we have the right to refuse to carry that person. However, if we fail to recognize that the person is not you and as a result transport the person or give the person a refund, we are not obliged to replace your Ticket and we are discharged from all and any liability to provide a refund.

3.1.4 - If you have a ticket, which is completely unused, and you are prevented from travelling due to Force Majeure, provided that you promptly advise us and furnish evidence of such Force Majeure, we will provide you with a credit of the non-refundable amount of the fare for future travel on us, subject to deduction of a reasonable administrative fee.

3.1.5 - A ticket is valuable, and you should take appropriate measures to safeguard it and ensure it is not lost or stolen or mutilated.

3.2 Coupon Sequence and Use

3.2.1 - The Ticket you have purchased is valid only for the transportation as shown on the Ticket, for the passenger named, from the place of departure to the final destination on the date and for the flight number shown. The fare you have paid is based upon our tariff and is for the transportation as shown on the Ticket. It forms an essential part of our contract with you. The Ticket will not be honored and will lose its validity if all the Coupons are not used in the sequence provided in the Ticket.

3.2.2 - Should you wish to change any aspect of your transportation you must contact us in advance. Any additional fare (calculated in accordance with our rules and regulations) and administration fee will be

calculated and you will be given the option of accepting the new price or maintaining your original transportation as ticketed. All changes must be made during our contact center opening hours and at least 3 hours before check-in and may only be made by the passenger named in the booking and/or the person who made the original booking. The detailed rules relating to changes of Tickets are contained in the rules and regulations which are posted on the website or available on request.

3.2.3 - Should you change your transportation without our agreement, we will assess the correct price for your actual travel. You will have to pay any difference between the price you have paid and the total price applicable for your revised transportation.

3.2.4 - Some types of changes will not result in a change of fare. However, other changes such as changing the place of origin of travel (if, for instance, you do not fly the first segment) or reversing the direction of travel, will often result in an increase in price, if the change can be accepted at all. Some fares are valid only on the dates and for the flights shown on the Ticket and may not be changed at all, or only upon payment of an additional fee.

3.2.5 - Each Coupon will be accepted for transportation in the class of service on the date and flight for which space has been reserved.

3.2.6 - If you do not conform to the Check-In Deadline for any flight without advising us in advance, we may cancel your return or onward reservations. However, if you advise us in advance that you will not be travelling on a particular flight operated by us, we will not cancel your subsequent flight reservations.

3.3 Ticket Validity and Changes

3.3.1 - The ticket you have purchased is valid only for the transportation as shown on the Ticket for the passenger named, from the place of departure to the final destination on the date and for the flight number shown. The fare you have paid is based upon our Tariff and is for the transportation as shown on the ticket. It forms an essential part of our contract with you.

3.3.2 A ticket is valid for carriage for one year or as otherwise specified on the ticket from the date of commencement of travel and all travel must be completed within the validity period. If no part of the ticket is used, validity in such case commences from the date of issue thereof, except as otherwise provided in the ticket. If you are unable to travel while your ticket is valid because we:

- Cancelled your flight.
- Delayed your flight to the extent that you have to cancel your travel.
- Omit your scheduled departure stop.
- Substitute a different class of service.
- Or due to force majeure.

We will extend your ticket to enable you travel on the next available flight. Alternatively, you may request for a refund.

3.3.3 - Should you wish to change the date of your transportation, you must contact us in advance. Any additional fare (calculated in accordance with our rules and regulations) and applicable fee (please see our fees and charges) will be calculated and you will be given the option of accepting the new price or

maintaining your original transportation as ticketed. All changes are subject to ticketing fare rules. Changes will be made with a correct booking reference, passenger name and itinerary.

3.3.4 - If you wish to make a change to your booking, these Terms and Conditions apply for the flight only and where you have created a booking reference. If you have purchased an additional item or service with us acting as a disclosed agent from a third-party supplier, the third-party supplier's Terms and Conditions shall apply in addition to these Conditions of Carriage.

3.3.5 - If you have purchased a ticket for additional or onward connecting flights, the third-party airline ticket rules apply. Enugu Air accepts no liability to any misconnection as a result of flight changes.

3.3.6 - In instances where passenger holding a normal fare ticket is prevented from travelling within the validity period of the ticket because at the time such passenger requested reservations space on the flight is unavailable, the validity of such passenger's ticket will be extended until Enugu Air provides a flight with available space in the class of service for which the fare has been paid.

3.3.7 - In the event of death of a passenger enroute, the tickets of the persons accompanying the passenger may be modified by extending the validity. Any such modification shall be made upon receipt of a proper death certificate and any extension of validity shall be for a period no longer than forty-five (45) days from the date of the death.

3.3.8 - Some tickets are sold at discounted fares, which may be partially or 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. Many special fares are valid only on the dates and for the flights shown on the Ticket and may not be changed at all, or may be changed only on payment of an additional fee.

3.3.9 - Death of a Passenger: In the event of death of a Passenger enroute, the Ticket of the current sector will be regarded as flown. Other unused sectors will be available for refund as from a period no longer than 45 days from the date of death.

3.4 Time Limits for Payment of Your Booking

The Tariff, including all Service Fees, must be paid in full when a Booking is made. If you choose to pay later by bank transfer, your Booking will not be confirmed unless full payment has been received within the time limit specified by us at the time of booking. If a Booking has not been paid in full or your payment card is declined, we may cancel the Booking at any time without liability.

Article 4: Fares, taxes, fees, charges and surcharges

4.1 Fares

4.1.1 - Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination and a baggage allowance as stated in our fares and conditions, unless otherwise expressly stated at the time of ticketing. Fares do not include ground transport service 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.

4.1.2 - Applicable fares for carriage are published by Enugu Air or those on behalf of Enugu Air or, if not so published, constructed in accordance with Enugu Air regulations. Except where it is otherwise expressly provided, the applicable fare is the fare for the flight or flights in effect on the date of commencement of the carriage covered by the first itinerary of the ticket. When changing the itinerary or the date of travel after ticketing, the difference shall be paid by the passenger, in accordance with Enugu Air regulations.

4.1.3 - All Cancellations, Modifications and No-Show charges will be as per the fare conditions for the selected fare class.

4.2 Taxes

Applicable taxes, 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 not included in the fare, most of which will normally be shown separately on the ticket. The taxes imposed on air travel are constantly changing and can be imposed on the date of ticket issuance. If there is an increase in a 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 will be entitled to claim a refund. If you do not use your ticket, you will be entitled to claim a refund of any governmental taxes subject to an administrative charge.

4.3 Special Fares

4.3.1 Infant fares - Infants younger than 2 years of age on the date of travel are eligible for infant fares. At check-in, a photo ID or birth certificate of the infant must be presented to the carrier. Infant fares are available on our website and may also be purchased from Enugu Air offices or airport ticket counter.

4.3.2 Child fares - Children aged between 5 to 11 years travelling alone pay full fare. Children aged 2 to under 12 years accompanied by a paying adult are eligible for discounted child fares. At check-in and at boarding gate a photo ID and/or birth certificate of the child must be presented to the carrier.

4.3.3 Group fares - -Group fares are available to parties of over 10 passengers.

-Fares will be determined based on the requirements of the group in addition to the fare available at the time of request and validity is subject to seat availability and as otherwise advised by us.

-Changes to the originally quoted group size may result in significant changes to the fare depending on demand or availability.

-Fares remain subject to change until such time a full payment is placed to secure seats and prices. The fare will not change with the exception of changes in "pricing currency" or government-imposed taxes. Upon payment, seats are deemed as non-refundable. Any reserved seat that is released to Enugu Air without a name will be cancelled.

-After full payment and release of passenger names, full terms and conditions shall apply.

4.4 Currency

4.4.1 - Fares, taxes, fees and charges are payable in the currency acceptable to Enugu Air. Passengers who pay for their flights with credit/debit cards billed in a currency other than the pricing currency, will be charged by their card issuer in the currency of issue of the card. Enugu Air has no control over the rates of exchange or other charges which may be imposed by the card issuer. If you are entitled to a refund (subject to fare rules) of a ticket purchased in your credit card currency, you may be refunded in the original pricing currency or the transaction currency subject to availability.

4.4.2 - When booking on <https://enuguairlines.com/>, you may be offered the choice to pay in the currency of your credit card where it differs from Enugu Air pricing currency. This service however may be unavailable for various reasons including unsupported currencies or maintenance.

4.4.3 - The conversion rates used to convert USD to the local “pricing currency” may change from time to time and Enugu Air reserves the right to change fares accordingly; a fare is not guaranteed until it is ticketed.

4.5 Service Fees

We reserve the right to charge Service Fees for the use of our offline booking channels including the customer care center and / or for additional Services you have selected to include in your Booking.

Article 5: Reservations

5.1 Reservation Requirements

5.1.1 A reservation accepted and confirmed by us or an authorized agent is deemed as reserved. If a Ticket has been issued by anyone other than us or our authorized agents, we will not accept any responsibility for any loss incurred. In the case of internet bookings, a summary or itinerary will be displayed for print out or sent to your personal email address.

5.1.2 A reservation on a given flight is confirmed by the issuance of a ticket for a specified class of service, date and flight. Ticket will not be confirmed if payment is not received by us. A reservation is not made until you have received a confirmation number and we have received payment.

5.1.3 Our authorized Agent or we, will record your reservation(s). We will provide you with a confirmation reference of your reservation(s) in the case of telephone reservations. In the case of internet booking, the booking confirmation will be displayed on screen on completion of the transaction. You should print this for your records, as you will be required to quote this number at check-in.

5.2 Ticketing Time Limits (TTL)

Fare must be paid in full when a confirmed reservation is made. Once a reservation has been made, a specified period will be advised by us or an authorized agent within which time payment must be made. If the fare has not been paid in full at the expiration of the allotted time or your credit/debit card is declined, we will cancel the reservation at any time without liability. Any fare previously quoted or booked will not be guaranteed.

5.3 Personal Data

You recognize that personal data has been given to us for the purposes of making a reservation; purchasing and issuing a Ticket; accounting, billing and auditing (including checking credit or other payment cards); administrative and legal purposes; statistical analysis; developing and providing services; and facilitating security, immigration, customs and entry procedures, and making available such data to government agencies, in connection with your travel. It is also possible that such data may be used for sales and marketing purposes and that it may be disclosed to entities within Enugu Air or our travel partners. For these purposes, you authorize us to retain and use such data and to transmit it to our own offices, our subsidiaries, authorized Agents, government agencies, immigration, customs, data processors, credit and payment card companies or the providers of the above-mentioned services. This may involve sending your data outside of your country of residence. If you do not wish to receive information from us or our travel partner(s) please write to us at the correspondence address as outlined in Article 2.6 of these Conditions of carriage.

5.4 Seating allocation

We will endeavor to honor advance seating requests. However, we cannot guarantee any particular seat. 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. Customers with disabilities, pregnant women, children and adults traveling with children are NOT allowed to sit at the emergency exit rows.

5.5 Special Needs

5.5.1 Prior arrangements have to be made for special assistance. Our terms and conditions have to be accepted by you and arrangement will have to be made by us to provide you with special assistance. You are eligible for special assistance if:

- Passenger is an unaccompanied minor
- Passenger is hearing impaired and requires escort and a separate safety briefing onboard -Passenger is vision impaired and requires major assistance and a separate safety briefing onboard.
- Passenger requires wheelchair assistance through the terminal and full lift on to seat.
- Passenger cannot walk long distance and requires assistance but can manage the steps.
- Passenger requires wheelchair assistance through the terminal and unable to manage aircraft steps.

5.5.2 Owing to prevailing flight conditions, Civil Aviation Authority regulations or inability to source for required resources, Enugu Air may reject an application for Special Assistance and offer refund or rebooking in lieu.

5.6 No-Show Charge When Space Not Occupied

A no-show charge, in accordance with our regulations, shall be payable by you if you fail to use space for which a reservation has been made.

5.7 Reconfirmation of Reservations

Enugu Air does not require reconfirmation of ticketed reservations.

5.8 Utilization of Empty Seats

We reserve the right to utilize at our sole discretion any empty seat, for which a reservation has been made but where you fail to make use of that reservation. We, in utilizing such vacant seat, are under no obligation to refund the fare paid in connection with any such reservation, except as provided for under Article 11 hereof.

5.9 Additional Services

If we make any arrangements for you with any third party to provide any services including carriage by air, or if we issue a Booking relating to transportation or services (including carriage by air) provided by a third party such as another airline, ground/sea transportation, hotel reservations or car rental, in doing so we act only as your agent. The terms and conditions of the third-party service will apply and we shall have no liability to you except for negligence on our part in making such arrangements.

Where we offer additional services, which can be included in your Booking, these services will be offered on the terms and conditions as detailed in this terms and conditions.

5.10 Onward Connections

Our connecting passengers, coming from a regional/domestic point on Enugu Air and continuing to an international/ regional destination with Enugu Air, whose flight routes are arranged with a single ticket, should take note of the following:

- Ensure you have the appropriate visa/documentation for your final destination.
- Disembark from the aircraft with your cabin baggage only.
- Ground staff would assist you to the transit lounge.
- Checked-in bag would be received on arrival at the port of arrival or at your port of entry as required in certain countries.

5.11 Successive Carriers

Carriage to be performed by us and other carriers in succession under one Ticket, or a conjunction ticket, is likely to be regarded as a single operation for the purposes of the Warsaw Convention and the Montreal Convention, but please note the restrictions laid down in Article 15.2 in relation to our liability for such carriage.

Article 6: Check-In and Boarding

6.1 Check-in Opening Times

For domestic flights, our online check-in portal will be open from 7 days up till two (2) hours before departure and our airport check-in desks will be open two (2) hours before the Scheduled Departure Time as shown on your Booking Confirmation.

6.2 Check-in Deadlines

You must follow the Check-In Deadlines stated in your Booking Confirmation. Your journey will be smoother if you allow plenty of time to check in. It is your responsibility to find out the Check-in

Deadlines for your Flights before you travel and keep to them. You also accept responsibility for allowing extra time to complete your check-in process during busy periods (special events, vacation periods) when the airport may be busier than usual.

If you do not complete the check-in process by the Check-in Deadline, we may cancel your Booking and not accept you for travel. By completing the check-in process we mean that you have received your Boarding Pass for your Flight and checked-in any Checked baggage. You agree that the Tariff due for your Booking, including any relevant Service Fees, must be received by us before we can complete your check-in process.

6.3 Boarding Gate Deadlines

You must be present at the boarding gate no later than thirty (30) minutes before your Scheduled Departure Time. We may decide not to carry you if you fail to arrive at the boarding gate on time and any Checked baggage you have checked in will be removed from the Aircraft and arrangements made to return to you as soon as practicably possible.

6.4 Administration

You are solely responsible for complying with all laws, regulations, orders, demands and requirements of countries to be flown from, into or over and with these Conditions of Carriage and instructions given by us relating thereto. We shall not be liable in any way whatsoever to you in connection with obtaining necessary documents or complying with such laws, regulations, orders, demands, requirements or instructions, whether given orally or in writing or otherwise, or for the consequences to you resulting from your failure to obtain such documents or to comply with such laws, regulations, orders, demands, requirements or instructions. If you fail to present all required documentation, we will not accept you for travel. We will not be liable to you for any loss or expense incurred due to your failure to comply with the provisions of this Article.

Article 7: Refusal and limitation of carriage

7.1 Right to Refuse Carriage

We may refuse carriage of a Passenger or a Passenger's Baggage for reasons of safety or if, in the exercise of our reasonable discretion, we determine that:

1.1 Such action is necessary in order to comply with any applicable law, regulations or orders of any state or country to be flown, from, into or over; or

1.2 Your conduct, age or mental or physical state, including your impairment from alcohol or drugs is such as to:

- a. Require special assistance from us; or
- b. Cause discomfort or make yourself objectionable to other passengers; or
- c. Involve any hazard or risk to yourself or to other persons or to property; or

1.3 Such action is necessary because you have failed to observe our instructions; or

1.4 You have refused to submit to a security check; or

1.5 The applicable fare or any charges or taxes payable have not been paid, or credit

arrangements agreed between us and you (or the person paying for the Ticket) have not been complied with; or

1.6 You do not appear to be properly documented;

1.7 You may seek to enter a country through which you are in transit; or

1.8 You may destroy or otherwise dispose of your documentation during flight; or

1.9 You will not surrender a travel document to be held by the flight crew against receipt, when so requested by us; or

1.10 The Ticket presented by you:

a. Has been acquired unlawfully or has been purchased from an entity other than the issuing Carrier or its authorized agent; or

b. Has been reported as being lost or stolen; or

c. Is a counterfeit Ticket; or

d. Any Flight Coupon has been altered by anyone other than us or another Carrier or our respective authorized agents, or has been mutilated and we reserve the right to retain such Ticket; or

1.11 As the person presenting the Ticket, you cannot prove that you are the person named in the "NAME OF PASSENGER" box in the Ticket and we reserve the right to retain such Ticket.

1.12 We also retain the right to refuse carriage if:

a. The carriage of you or your Baggage may endanger or affect the safety of the aircraft, or the safety, health, or materially affect the comfort of other passengers or crew.

b. You have used threatening, abusive or insulting words towards our ground staff or a member of the crew of the aircraft or otherwise behaved in a threatening manner.

c. You have committed misconduct on a previous flight and we have reason to believe that such conduct may be repeated.

d. You have not paid the applicable fare, taxes, fees or charges.

e. You fail to observe our instructions with respect to safety or security.

f. You have deliberately interfered with a member of the crew of the aircraft carrying out their duties.

g. You have made a hoax threat relating to bombs, biological or chemical weapons.

h. You are, or we reasonably believe you are, in unlawful possession of illegal drugs.

i. You have put the safety of either the aircraft or any person in it in danger.

j. You have committed a criminal offence during the check in or boarding process or on board the aircraft.

k. You, or someone who is legally responsible for you if you are a minor, have failed to comply with the requirements of carriage

In any of the situations above, we may remove you from a flight, even after you have boarded, without any liability on our part, and cancel your and any subsequent flights on the ticket.

7.2 Special Assistance

7.2.1 Disability Acceptance for carriage of Passengers with reduced mobility special needs (e.g. elderly, visually impaired, developmentally challenged, wheelchair users, blind, deaf, dumb etc.), persons with illness or other people requiring special assistance is subject to prior arrangement with us. Passengers are advised to inform us of any disability or special need at least 48 hours to scheduled time of departure. Passengers with disabilities who have advised us of any special requirements they may have at the time of ticketing, and have been accepted by us, shall not subsequently be refused carriage on the basis of such disability or special requirements. Their acceptance is also subject to special seating availability and they must be accompanied by their able-bodied travelling companion(s) and in some cases medically qualified, who must be able to communicate fluently and assist them in the event of an emergency.

7.2.2 Wheelchairs will be provided without charge. The number of wheelchair passengers shall however be limited. For the avoidance of doubt, Enugu Air will ensure that customers with disabilities are treated with equal rights and duty of care as all passengers and that they enjoy their flight with us. We aid customers with questions regarding the process of reservations, check-in, boarding and deplaning, in-flight and upon reaching their destination. Information can be found by calling our representatives at our ticket offices or at the airport.

If a passenger purchases a ticket from an external source and fails to inform the airline about their condition, we will endeavor to do all we can to assist at the airport within our guidelines and policies. We will ensure provision of the following:

- Transport of persons with disabilities (termed PRM) or persons with reduced mobility (termed PRM) of any kind unless there is a specific safety-related regulation that requires us not to do so.
- Transport of wheelchair customers specifically passengers who are able to ascend/descend the aircraft steps and make their own way to the cabin seat but cannot walk long distances. This is coded WCHR passengers. These will only be accepted on Enugu Air flights provided that they are travelling with a companion to assist them onboard in the unlikely event of an emergency.
- Transport of wheelchairs and other assistance devices for personal use at no charge. We also offer boarding, deplaning and changing flights. Attention should be brought to our representatives of the persons' condition upon ticket purchase.
- If the passenger has not given prior notice to the airline, we will still endeavor to ensure that all possible arrangements are made to assist the passenger.
- Pre-boarding to allocate a suitable seat. Customers with disabilities are NOT allowed to sit at the emergency exit rows.
- Receipt of checked wheelchair or other assistance device upon disembarking or at baggage claim.

- Boarding and deplaning of passenger: While we go to great lengths to properly train all our staff, we must be available to help people with disabilities board and exit the plane. However, at this stage our staff are not permitted to hand-carry passengers on and off aircraft, i.e. to directly pick up a passenger's body in the arms of airline personnel.
- Enugu Air is not equipped to transport medical oxygen or other hazardous materials and/or contained gas either in the passenger cabin or as cargo or baggage.
- Enugu Air is not insured, permitted or equipped to hand carry any passenger that is unable to assist themselves on board an Enugu Air aircraft, even if they are able to walk but need a trained and accredited bearer.
- Our personnel are not insured, permitted or equipped with an onboard wheelchair to be used to take passengers with disabilities to the lavatory.
- Due to the size and category of our aircraft we are not permitted to carry Motorized Wheelchair with dry or wet-cell batteries.
- Enugu Air is not equipped to transport customers who require stretchers, incubators, respirators, or other devices that may rely on aircraft power supply.
- Enugu Air reserves the right to assess a passenger with reduced mobility/special needs e.g. autistic, as compulsorily requiring a travel companion to assist the passenger during the flight, in the unlikely event of an emergency, in the best interest of the passenger, other passengers and the carrier.

The provision of these services is equally subject to Article 5.5.2

7.2.2.1 We may accept groups (i.e. ten or more) of Children / Young People for travel, but there must be at least one (1) Adult, aged eighteen (18) years or over, for each ten (10) Children or Young People.

7.2.3 Medical / Health Passengers with broken limbs, who are unwell or injured or suffering from chronic illness, will require a fit to fly certificate from their doctor. Passengers will not be permitted to fly without the correct documentation. Passengers travelling with medication such as drugs or injectable liquids must carry suitable documentation, such as a prescription, confirming details of the drug and its intended use. We recommend Customers who suffer from severe allergies travel with a medical certificate and related medication. We do not allow passengers bringing their own food onboard under this pretext.

7.2.4 Infants and Children Healthy new-born babies must be at least 8 days old before they are accepted for travel on all Enugu Air flights. This is upon presentation of a birth certificate of the new-born baby for verification at check-in by the accompanying adult.

No more than one infant (children under two years of age on the date of travel) are allowed per accompanying adult.

Children or infants that are ill or suffer from chronic illness will require a doctor's certificate, confirming that they are able to fly. Sick children and infants will not be permitted to fly without the correct documentation and accompanied by a parent or guardian or qualified medical professional where applicable.

7.2.5 Expectant Mothers Expectant mothers may travel on Enugu Air's flights up to 32 weeks of pregnancy, including their return flights. The pregnant Passenger is however expected to fill the pregnant women's indemnity form, declaring her pregnancy status and term. Pregnant women from 28th weeks will require a certificate from their doctor, confirming that they are fit to fly. In addition, sign a pregnant women's indemnity form, indemnifying Enugu Air of any risks and accepting full responsibility for herself in the unlikely event of emergency. A certificate issued by your midwife is not accepted. Expectant mothers will not be permitted to fly without the correct documentation.

We recommend that in all cases you consult your doctor before flying with us. Enugu Air will not take liability for any complications caused by flying pregnant women.

A medical certificate shall only be valid for Expectant Mothers if;

- dated within 72 hours of travel
- written or printed in English
- states clearly the number of weeks of pregnancy and expected due date
- confirms the pregnancy is free of any complications
- confirms the Expectant Mother if 'fit to fly'
- is signed and stamped by a doctor. Medical certificates signed by nurses or midwives will not be accepted.

7.2.6 Other Conditions requiring a Medical Certificate or Carer

7.2.6.1 A medical certificate will be required for all communicable diseases or infections, conditions which may be aggravated by travel, recent surgery or where you are unable to take responsibility for your condition and/or require additional assistance.

Customers with the below mentioned conditions must provide a medical certificate before we will accept you for travel, this list is not exhaustive and we recommend you discuss your fitness to fly with your doctor if you have any concerns regarding any other condition.

- a. Asthma - recent deterioration within 48 hours of travel
- b. Head Injury - Within 2 weeks of travel or where there is air in the cranium
- c. Heart Attack - Within 21 days of travel
- d. Chest Surgery - Within 10 days of travel
- e. Ear or Sinus Pathology - Within 48 hours of travel
- f. Stroke - Within 10 days of travel
- g. Phobias - If doubt about ability to cope with air travel
- h. Anemia Hb < 7.5 d L/L
- i. Decompression Sickness - Requires clearance from a specialist in hyperbaric medicine

j. Penetrating Eye Injury - While there is air in the eye or a vitreous leak

k. Pneumothorax - Within 14 days of resolution

l. Plaster Casts - Plaster Casts must be split if the injury is less than 48 hours old

m. Fractured jaw which has been wired; the Customer must carry wire cutters onboard and must travel with a Carer capable of cutting the wires if necessary. Suitable documentation must be carried due to security issues of travelling with wire cutters

The medical certificate must include the following:

- full doctor's details, including contact details and official stamp
- confirmation the named Customer is fit to fly
- full details of the condition and medication
- be dated within seven (7) days of travel.

7.2.6.2 Some Customers may need to travel with a Carer for their safety and comfort. A Customer requiring a Carer may need assistance to:

- Feed themselves
- Receive medication
- Communicate effectively with our Cabin Crew with regards to safety instructions
- Navigate the airport environment

Customers travelling with a Carer must call our customer service centre at least twenty-four (24) hours in advance of travel. By making payment for their Confirmed Booking, the Carer confirms they:

- a. are aged 18 or over
- b. are able to physically assist the Customer during travel
- c. accept responsibility for the welfare of the Customer
- d. accept responsibility for the management of all formalities and processes

7.2.6.3 Medical Offloads

We reserve the right to refuse to accept you for travel if:

- a. you display discomfort, distress, agitation, obvious pain or near collapse
- b. an existing condition could be aggravated during the flight
- c. clearance for travel cannot be obtained from airport authorities prior to departure.

If we do not accept you for travel due to any of the above, you will be responsible for all costs and we will have no further liability to you.

7.2 Unaccompanied Minor

Enugu Air requires to be notified of any Unaccompanied Minor intending to travel on Enugu Air preferably 48 hours to scheduled time of departure. However, the airline may still accept an unaccompanied minor on the day of travel subject to availability of the unaccompanied minor sitting and no later than 3 hours to scheduled time of departure, with all necessary documentation filled correctly.

7.3 Fitness to Fly

Prior to boarding the aircraft for carriage, you must be reasonably satisfied that you are medically fit to fly. Whenever you are aware of a health condition, or recently underwent a surgery, but have been advised that you are fit to fly provided certain precautions are taken (for example, use of medication), it is your responsibility to ensure that all such precautions are taken before, during and after your flight, as the case may be, and that you are able, if requested to do so, to produce written evidence of your fitness to fly. Where you have a medical condition which you have any reason to suspect, or ought reasonably to know, might be exacerbated by the normal operation of an aircraft or could cause you difficulty if you are unable to gain access before the end of your flight to professional medical assistance you are obliged to seek professional medical advice before flying with us and produce to us, no later than 48 hours before the flight, a medical report from an appropriately qualified doctor, dated no more than 10 days before the date of your flight, confirming your fitness to travel on all flights on which you are booked.

7.4 Reimbursement of Medical Expenses

If you are taken ill during the flight due to a condition which pre-existed the flight or due to your pregnancy, you will reimburse Enugu Air any expenses incurred as a result of treatment administered onboard the aircraft, transporting you on the ground, or treatment provided by third parties. In addition, if you fail to notify us of a gravity medical condition, you will also pay the costs incurred in diverting the aircraft to seek medical assistance on your behalf.

7.5 Onboard Services

For operational reasons, Enugu Air cannot make any guarantees about the provision/availability of in-flight entertainment equipment and advertised programs and computer games, special meals or any particular type of meals or the availability of special in-flight services. Additionally, where special meals are provided, the fact that they have been prepared by third parties to our order means that, despite use of our endeavors, it is not possible for us to guarantee that they will always conform to their exact description.

7.6 Ground Services

For operational reasons, Enugu Air cannot make any guarantees about the provision/availability of ground services including, but not limited to passenger lounges and the facilities available therein (such as, but not limited to access for incapacitated persons, food and refreshments and lounge bar). Additionally, the fact that some services are provided by us or third parties to our order means that, despite use of our endeavors, it is not possible for us to guarantee that they will always conform to their exact description.

7.7 Right to Reimbursement

You will reimburse Enugu Air for any costs it incurs in order to

- a. repair or replace property lost, damaged or destroyed by you;
- b. compensate any passenger or crew member affected by your actions; and
- c. divert the aircraft for the purpose of removing you or your baggage from the aircraft.

Enugu Air Limited may apply the value of any unused portion of your ticket or any of your funds in its possession against such payment or expenses.

Article 8: Baggage

8.1 Free Baggage Allowance

The amount of Baggage you may carry without charge is set out on our website and may change. This is referred to as Free Baggage. You may carry the set amount without additional charge provided it complies with our requirements and our Conditions of Carriage. There is no checked-in baggage allowance for infants.

8.2 Hand baggage

8.2.1 Each Passenger, subject to space availability, is allowed to carry only two pieces of hand luggage weighing not more than 7kg and size not exceeding (45 x 33 x 20cm) or must fit into the Enugu Air hand baggage gauge, in addition to carry-on purse or handbag or laptop.

8.2.2 If your Baggage is in excess of these dimensions or weight, or is considered unsafe for any reason, it must be carried as Hold Baggage and either be within your allowance or attract additional charge.

8.2.3 At check-in two permissible item of hand baggage will be tagged. Any additional items will need to be checked-in as hold baggage.

8.2.4 The passenger shall take full responsibility for the safety and security of his/her hand baggage and cabin baggage throughout the duration of the flight until disembarkation.

8.2.5 Hand baggage kept in the cabin hold remain inaccessible throughout the duration of the flight, or at the sole discretion of our crew.

8.3 Hold Baggage

The free Baggage allowance of the checked Baggage and unchecked Baggage of every passenger is managed according to the following regulations:

8.3.1 Unless otherwise specified, Enugu Air provides 30kg free baggage allowance for Business Class and a maximum of 20kg for Economy Class Passengers on the domestic routes. Free baggage allowance on the regional routes will be subject to allocation.

8.3.2 Children have the same Baggage allowance for adults. Infants are allowed up to a maximum of 20kg free baggage allowance irrespective of cabin of travel. This is subject to fare rules as at time of ticket issuance.

8.3.3 For health and safety reasons, Enugu Air cannot accept any individual item exceeding 32kg or with combined dimensions of more than 81cm (height), 119cm (width) and 119cm (depth).

8.3.4 All baggage weight exceeding the free allocation for domestic flights shall be charged at a rate determined by Enugu Air. For a schedule of fees and charges, please visit our website or any authorized sales outlet.

8.3.5 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 Hold Baggage. Hold Baggage must have your name or other personal identification affixed to it.

8.3.6 Hold 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 Hold Baggage is carried on a subsequent flight, we may deliver it to you subject to prevailing circumstances and it being intra destination city delivery, unless applicable law requires you to be present for customs clearance.

8.3.7 Baby buggies accompanying the Passengers are carried free of charge.

8.3.8 Crutches and wheelchairs accompanying the Passengers carriage are subject to the discretion of our flight and ground personnel.

8.4 Unacceptable Baggage

You must not include in your baggage:

8.4.1 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 (Nig.CARs).

8.4.2 Items, the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from or to (i.e. contraband).

8.4.3 Items which are reasonably considered by us to be unsuitable for carriage because they are dangerous, unsafe or by reason of their weight, size, shape or character, or which are fragile or perishable having regard to, among other things, the type of aircraft being used.

8.4.4 Domestic knives and similar items and their replicas may be accepted as Hold Baggage, at our discretion, but will not be permitted in the cabin of the aircraft. Such items must be declared at check-in.

8.4.5 You must NOT include in Hold Baggage money, jewelry, precious metals, computers, keys, personal electronic devices, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples. If, despite being prohibited, any items referred to in 8.4.1, 8.4.2, 8.4.3, 8.4.4 and 8.4.5 are included in your Baggage; we shall NOT be responsible for any loss or damage to such items.

8.4.6 We will not be responsible for, nor have any liability in respect of, items removed from you or your Baggage by airport security personnel acting in accordance with international or government regulations, whether or not any such items are subsequently retained or destroyed by such airport security personnel, or are passed by such airport security personnel to us.

8.5 Firearms and Ammunitions

Weapons such as antique firearms, swords, knives, and similar items may be accepted as Checked Baggage, in accordance with regulations but will not be permitted in the cabin.

8.5.1 Adult passengers must provide valid documentation to prove ownership and legal authority for the possession of the firearm(s).

8.5.2 Firearms and ammunitions are subject to police and security formalities, so check-in 3 hours before departure is recommended.

8.5.3 Sporting Rifles must be carried in a hard travel case, which is lockable and must be submitted to the same protocols as firearms and ammunitions.

8.5.4 A maximum 5 kg of ammunition may also be carried if that is packed compactly and separately.

Owing to health and security concerns, we retain the right to refuse carriage of items specified in Article 8.5 at any time.

8.6 Restrictions on Hand Baggage

8.6.1 Weapons, restraining devices, knives and sharp tools or cutting implements such as scissors and screw drivers and some sporting goods such as bats and clubs are prohibited onboard the aircraft. You may be able to bring these items as checked Baggage.

8.6.2 Failure to heed to our cabin Baggage requirements may result in us taking away your personal items and we will not be held responsible.

8.7 Collection and Delivery of Hold Baggage

8.7.1 You are required to collect your Hold Baggage as soon as it is made available at your destination. Should you not collect it within 12 hours following a flight, we may charge you a storage fee. Should your Hold Baggage not be claimed within one (1) month of the time it is made available, we may dispose of it without any liability to us.

8.7.2 Only the bearer of the Baggage Check and Baggage Identification Tag, is entitled to delivery of the Hold Baggage.

8.7.3 Where a person claiming Hold Baggage is unable to produce the Baggage Check and identify the Baggage by means of a 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.

8.9 Searches

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 8.4 or any firearms, ammunition or weapons, which have not been presented to us. If you are unwilling to comply with such request, we may refuse to carry you and your Baggage. In the event a scan causes damage to you or an x- ray or scan causes damage to your Baggage, we shall not be liable for such damage unless due to our fault or negligence. We will not be responsible for, or have any liability in respect of, articles removed from your Baggage by airport security personnel

acting in accordance with any applicable regulations. Passenger refusing to be screened shall be denied boarding according to the regulatory requirements.

8.10 Animals

8.10.1 No animals will be accepted by Enugu Air for carriage without our prior agreement at the time of booking and in compliance with procedures and conditions as specified by us at any given time.

8.10.2 Enugu Air do not accept any responsibility for any animal we refuse to carry on the aircraft and you will be solely responsible for making the necessary arrangements for any animal you attempt to carry on the aircraft and to which carriage has been refused. Furthermore, Enugu Air will have no liability to you if you are unable to travel as a result of the refusal of carriage to any animal you attempt to carry on the aircraft.

8.10.3 Where accepted, service dogs accompanying passengers with disabilities will be carried free of charge subject to procedures and conditions as specified by Enugu Air at any given time.

8.10.4 Enugu Air retain the right to refuse carriage of Animals at any time.

Article 9: Schedules, delays, cancellation of flights and denied boarding

9.1 Schedules

9.1.1 We undertake to use our best efforts to carry you and your Baggage with reasonable dispatch and to adhere to published schedules in effect on the date of travel, but no particular time is fixed for the commencement or completion of carriage, and times shown in timetables or elsewhere are approximate and not guaranteed. Schedules are subject to change without notice, and we assume no liability for making connections.

9.1.2 The flight times published on the Enugu Air website, in our Customer Contact Centre or with any authorized Agent may change between the date of publication and the date of departure. We do not guarantee them to you and they do not form part of your contract with us.

9.1.3 We may without notice, substitute alternative aircraft.

9.1.4 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 and if you provide us with contact information, we will endeavor 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 alternate flight, which is acceptable to you, you will be entitled to a refund in accordance with Article 10 of these Conditions of Carriage.

9.2 Cancellation, Rerouting, Delays

We will take all necessary measures to avoid delay in carrying you and your baggage.

9.2.1 Except as otherwise provided by the Convention, if we cancel a flight, fail to operate a flight reasonably according to the schedule or, fail to stop at your destination, we shall, at your option, either:

- carry you at the earliest opportunity or where necessary, or
- make a refund in accordance with the provisions of Article 11 of these Conditions of Carriage.

9.2.2 Upon the occurrence of any of the events set out in Article 9.2.1, except as otherwise provided by the Convention, the options outlined in Article 9.2.1.a through 9.2.1.b are the sole and exclusive remedies available to you and we shall have no further liability to you.

9.2.3 In the event of cancellation, Enugu Air will not compensate you further than a full refund. This refund can be claimed by writing to the address given in Article 2.6 of this Conditions of Carriage or by email.

9.2.4 If your flight is cancelled other than as a result of extraordinary circumstances which could not have been avoided even if all reasonable steps had been taken, you will be entitled to compensation in accordance with Section 19.9 of Part 19 of the Nigeria Civil Aviation Regulations without prejudice to the right to cancel the flight and claim a refund or re-book an alternative date without additional fees.

9.2.5 Enugu Air flies without any affiliation to other airlines. Therefore, Enugu Air cannot accept responsibility for missed onward connections as a result of any delays to scheduled departure times on either another Enugu Air flight or on an unaffiliated airline.

9.3 Denied Boarding

9.3.1 Denied Boarding

If, for any reason, we are unable to accept all Customers booked for travel on a specific Flight we will follow the below processes:

a. provide alternative Flight, which may be operated by us or another Carrier, within eight (8) hours of the Scheduled Departure Time on their Booking, if said Flight is more than three (3) hours after the original Scheduled Departure Time they will also be provided with a hot meal; OR

b. A refund of the Tariff paid.

9.3.2 Denied Boarding compensation will not be paid by us if:

9.3.2.1 Carriage has been denied for reasons beyond our control; or

9.3.2.2 You have refused to undergo a security check or obey lawful instructions given to you by us or on our behalf; or

9.3.2.3 There are any other circumstances which entitle us to refuse to carry you, including, but not limited to applicable law or application of these Conditions of Carriage; or

9.3.2.4 You are traveling free; or

9.3.2.5 You are traveling on a charter flight; or

9.3.2.6 You present yourself with a lost, stolen, fraudulent or otherwise suspicious ticket.

9.3.3 Acceptance of the denied boarding compensation relieves us from any further liability in connection with the Denied Boarding

Article 10: Refunds

10.1 General

10.1.1 Following our failure to provide carriage in accordance with the Conditions of Contract, or where you request a voluntary change of your arrangements, refund for an unused Ticket or portion thereof will be made by us in accordance with this Article and with our regulations.

10.1.2 Subject to the terms contained herein, Tickets may be refundable. Tickets may be changed to an alternative flight at the same or higher fare subject to availability, the payment of a change fee and any difference in fare. Full details can be found in our schedule of fees and charges. Please check the fare rules prior to purchasing your Ticket.

10.1.3 We shall be entitled to make a refund either to the person named in the Ticket or, to the person who has paid for the Ticket, upon presentation of satisfactory proof of payment.

10.1.4 All Tickets issued by our Travel Management Companies must be refunded by the Travel Management Company that issued such ticket. Enugu Air will not refund any ticket issued by a Travel Management Company.

10.1.4 Refunds should be requested only within the ticket validity period. Refunds requested after the ticket expiration date will not be eligible for refund.

10.1.5 Enugu Air Limited will refuse a refund on a ticket for any flight on which you have been refused carriage (for any of the reasons set out in Article 7.1) or from which you have been removed (for any of the reasons set out in Articles 11.1 and 11.2).

10.2 Voluntary Refund

10.2.1 Some tickets are refundable. If a ticket is not used, you will be entitled to claim a refund as specified in the fare rules plus a penalty fee. Tickets may be changed to an alternative flight at the same or higher fare subject to availability, the payment of a change fee and any difference in fare. Please check the fare rules prior to purchasing your ticket.

10.2.2 Enugu Air will issue refund to the person named in the ticket, or to the person who purchased the ticket upon presentation of satisfactory proof. Where a person claiming refund is neither the named passenger on ticket or payment person, a notarized signed letter should be presented with a valid identification card.

10.2.3 Refunds are payable as from a minimum of 30 working days after successful application.

During this time, passengers may request for changes to their tickets subject to availability.

10.3 Involuntary Refund

If we cancel a flight or fail to stop at your destination and no alternative flight is available, or if a refund is otherwise due to you under these Conditions of Carriage, the amount of the refund shall be:

- If no portion of the Ticket has been used, an amount equal to the fare paid.

- If a portion of the Ticket has been used, the refund will be not less than the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used.

10.3.1 We shall not be liable for any other direct or indirect costs incurred by you as a result of such cancellation or missed destination. You are strongly advised to take out adequate travel insurance for the travel you intend to take.

10.3.2 Applications for refunds must be made in writing to the correspondence address given in Article 2.6 of these Conditions of Carriage.

10.3.3 If there is an option for an immediate refund according to the procedures of Enugu Air, this will be intimated to you on the day of travel disruption/delay or unavoidable schedule change.

10.4 Form of Payment and Currency

We reserve the right to make a refund in the same manner and the same currency used to pay for the ticket.

Article 11: Conduct aboard Aircraft

11.1 Unacceptable behavior

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 with any instructions of the crew, including but not limited to those with respect to smoking, alcohol or drug consumption or behave in a manner to which other Passengers may reasonably object, we may take such measures as we deem 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.

11.2 Payment of diversion costs

If as a result of your behavior, we divert the aircraft to an unscheduled place of destination and you are disembarked from the aircraft, we reserve the right to claim from you all the reasonable and proper costs of the diversion including but not limited to air traffic control charges, diversion fuel costs, airport landing charges and necessary flight crew costs.

11.3 Using electronic Devices onboard the Aircraft

For safety reasons we may forbid or limit operation aboard the aircraft of electronic equipment including but not limited to portable radios, CD players, electronic games or transmitting devices including mobile telephones, radio-controlled toys and walking-talkies. You must not operate any other electronic devices on board without our permission, except that portable recorders, hearing aids and heart pacemakers may be used.

11.4 Onboard Alcohol

For safety reasons, consumption of alcohol by passengers is restricted to alcohol served by Enugu Air, with the result that alcohol purchased by passengers (whether as duty free purchases at airports or aboard aircraft or other purchases) cannot be consumed aboard our aircraft.

11.5 Non-smoking flights

All Enugu Air flights are non-smoking flights. Smoking is prohibited in all areas of the aircraft. Damaging smoke detectors in any area of the aircraft will lead to submission of passenger to regulatory bodies, permanent forfeiture of any unused tickets in our sales register, and payment for any costs incurred.

11.6 Breach of Duty

If, in the reasonable opinion of Enugu Air, you fail wholly or partially to observe any of the duties placed on you by Articles 11.1 to 11.5:

11.6.1 We may report the matter to any relevant Police or other enforcement authority; and

11.6.2 We may take such measures as we consider necessary to prevent the continuation or repetition of such conduct including, but not limited to, physical restraint and/or removal of you from the aircraft and/or refusal to carry you after a stopover (whether made for the purpose of removing you from the aircraft or otherwise); and

11.6.3 We may decide to refuse to carry you at any time in the future; and

11.6.4 You will reimburse us any costs we incur in order to:

- a. repair or replace property lost, damaged or destroyed by you;
- b. compensate any passenger or crew member affected by your actions; and
- c. divert the aircraft for the purpose of removing you from the aircraft.

Enugu Air Limited may apply the value of any unused portion of your Ticket or any of your funds in our possession against such payment or expenses.

Article 12: Arrangements for additional services

If we make any 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 an aircraft) 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.

Article 13: Administrative Formalities

13.1 General

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

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

13.2 Travel Documents

Prior to travel, you must present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries concerned, 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.

13.3 Refusal of Entry

If you are denied entry into any country, you will be responsible to pay any fine or charge assessed against us by the Government concerned and for the cost of transporting you from that country. The fare collected for carriage to the point of refusal or denied entry will not be refunded by us.

13.4 Passenger Responsible for Fines, etc.

If we are required to pay any fine or penalty or to incur any expenditure by reason of your failure to comply with laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents, you shall reimburse us on demand, any amount so paid or expenditure so incurred. We may apply towards such payment or expenditure the value of any unused carriage on your ticket or any of your funds in our possession.

13.5 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 loss or damage suffered by you in the course of such inspection or through your failure to comply with this requirement.

13.6 Security Inspection

You shall submit to any security checks by Governments, airport officials, Carriers or by us.

13.7 Medical Costs and Diversions

If you are taken ill on board an aircraft and we decide that it is in your interests to divert the aircraft to enable proper medical attention to be obtained, you will be responsible for any medical costs incurred together with any accommodation costs of family or friends who accompany you and the costs of onward transportation from the unscheduled stopping point to your final destination. We recommend that you obtain adequate travel and medical insurance prior to commencing your journey.

13.8 Published Material

Except in the case of our act or omission done with intent to cause damage or recklessly and with knowledge that damage would probably result, we shall not be liable for errors or omissions in

timetables or other published material as to the dates or times of departure or arrival or as to the operation of any flight.

Article 14: Liability for Damage

14.1 These Conditions of Carriage govern our liability to you.

The Conditions of Carriage of any and each other Carrier involved in your journey govern its liability to you.

14.2 Our Liability to Customers

14.2.1 Our liability in the event of death, illness, injury, disability or death sustained by you in the event of an accident shall be subject to financial limit, as defined by applicable law, Convention or contract. In the event there is inconsistency between the terms of the Convention and national laws, the Convention shall prevail.

14.2.2 We do not accept liability for any illness, injury or disability, including death, aggravated by air travel where such travel poses a risk to you due to age, physical or mental condition.

14.2.3 The obligations of insurance set out in the Nigerian Civil Aviation Economic Regulations shall be understood as requiring that we shall be insured up to the limit of that liability.

14.2.4 If it is determined that the damage or loss was caused by, or contributed to by, the negligence or breach of these Conditions of Carriage or your failure to comply with applicable law, orders or requirements of any applicable authority, we may be exonerated wholly or in part from liability in accordance with applicable laws.

14.2.5 We do not accept any liability for death, injury, disability, delay or loss caused by anything in Baggage to you, or your Baggage.

14.3 Our Liability for Baggage

14.3.1 Our liability for delay, damage or loss to Checked baggage is limited by the Convention, our Carrier Regulations and these Conditions of Carriage and any applicable law where an investigation determines that the delay, damage or loss resulted from an act, or failure to act, by us with either the intention of causing the delay, damage or loss; or recklessly and with knowledge that delay, damage or loss would be the probable result.

14.3.2 Our liability is limited and the settlement of any claim will be based on the weight, and not the value, of your Baggage.

14.3.3 We will not be liable to you for any damage or loss to your Baggage caused by normal wear and tear, your negligence or any breach of these Conditions of Carriage.

14.3.4 If the weight of your Checked baggage is not recorded on your Baggage Identification Tag, we shall presume it to weigh no more than the Checked baggage Allowance included in your Booking.

14.3.5 If the carrier performing the Flight is not us, you have the right to address a complaint against either.

14.3.6 Time limit for Action: Any action in court to claim damages must be brought within one (1) year from the date of travel or the incident.

14.3.7 We are not liable for damage to Cabin Baggage.

14.3.8 We are not and will not be under any circumstance at any time liable for any damage caused by your Baggage. You will be solely responsible for any damage caused by your Baggage to other people and property, including ours.

14.3.9 We are not liable in any way whatsoever for damage to items which you are forbidden from including in your Checked baggage under Article 8. These items include but are not limited to fragile or perishable items, items with a special value, such as money, jewelry, precious metals, computers, personal electronic devices, share certificates, bonds and other valuable documents, business documents, or passports and other identification documents.

14.4 General

14.4.1 We are not liable for any damage arising from the fact that we have obeyed laws or government rules and regulations; or you have not obeyed laws or government rules and regulations.

14.4.2 Except where these Conditions of Carriage say differently, we will not be liable to you for any compensatory damages.

14.4.3 We shall furthermore not be liable for indirect or consequential damages of any nature whatsoever and howsoever arising.

14.4.4 Our Contract of Carriage with you (including these Conditions of Carriage and exclusions or limits of liability) applies to our Authorized Agents, servants, employees and representatives in the same way as it applies to us. As a result, the total amount you can recover from us and our Authorized Agents, servants, employees, and representatives will not be more than the total amount of our own liability, if any.

14.4.5 Unless we say otherwise, nothing in these Conditions of Carriage gives up any exclusion or limitation of liability to which we are entitled under the Convention or any laws which may apply.

14.4.6 Nothing in these Conditions of Carriage prevents us from excluding or limiting our liability under the Convention or any laws which apply; or gives up any defense available to us under the Convention or any laws which apply; against any public social insurance body or any person liable to pay, or who has paid, compensation for the death, wounding or other bodily injury of a customer.

14.4.7 We are not liable for consequential or indirect damages.

Article 15: Time limitations on claims and actions

15.1 General

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

15.2 Personal Injury or Death

You must notify us in writing as soon as possible if:

- You have a claim for personal injury.
- Your personal representative has a claim for your death.
- You or your personal representative, as applicable.

15.3 Baggage Claims

15.3.1 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.

15.3.2 Baggage that does not arrive on the same flight as the passenger who checked it in is considered delayed.

15.3.3 The passenger who checked in the bag is responsible to report the delay to the Ibom Air representative at baggage claim prior to leaving the baggage claim area.

15.3.4 Lost baggage claims are handled in line with the relevant regulations and laws applicable.

15.3.5 If you wish to file a claim or an action regarding Damage to Hold Baggage, you must notify us as soon as you discover the Damage, before departing from the airport. You are advised to inspect your baggage thoroughly before leaving the arrival hall of the airport.

15.4 Limitation of Actions

Any right to Damages shall be extinguished if an action is not brought in court within one (1) year 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 law of the court where the case is heard shall determine the method of calculating the period of limitation.

Article 16: Other Conditions

16.1 General

16.1.1 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 are varied from time to time and are important. They concern among other things: the carriage of unaccompanied minors, pregnant women and sick passengers, restrictions on use of electronic devices and items, the on-board

consumption of alcoholic beverages, security, forbidden items in baggage, limits on size and weight of baggage, baggage fees, customer service policies, and airport operational policies.

16.1.2 Regulations and conditions concerning these matters are available from us upon request.

16.2 Interpretation

16.2.1 Enugu Air interpretation of applicable government laws, regulations, or orders in relation to Articles 7. (right to refuse carriage) and 11. (unacceptable conduct aboard aircraft) shall be final and binding even if it subsequently proves incorrect provided that at all material times, Enugu Air had no reasonable grounds for believing otherwise.

16.2.2 The title of each article of these Conditions of Carriage is for convenience only and is not to be used for interpretation of the text.

Article 17: Modification and Waiver

None of our Authorized Agents, servants, employees or representatives has authority to alter, modify or waive any provision of these Conditions of Carriage.