

# EMPTY LEG TERMS AND CONDITIONS

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**African Aerial Safari Limited (“we”, “us”, “our”)**

Last Updated: 02 April 2024

## What is an Empty Leg Flight?

1. Empty leg flights are private charter flights that have been scheduled to operate without passengers for various reasons, such as to reposition the aircraft for another charter or returning the aircraft to its base after a previous charter (“**Empty Leg Flights**”).
2. Empty Leg Flights are offered at a reduced price compared to a regular charter rate, as a large portion of the cost of operating the Aircraft has already been incurred.
3. Empty Leg Flights are subject to availability and may not always be offered on all routes.

## Acceptance

4. These Empty Leg Terms and Conditions are subject to, and should be read with our Standard Terms and the Carrier's Terms and Conditions.
5. By purchasing a seat on an Empty Leg Flight the Charterer (including the passengers they represent) agree to be bound by these Empty Leg Terms, our Standard Charter Terms and Terms of Use.
6. Charterers (including passengers) on Empty Leg Flights are subject to the same Standard Charter Terms as those on regular charter flights, including but not limited to the requirement to provide valid identification and comply with all applicable laws and regulations.

## Availability, delays, disruptions, and cancellations

7. Empty Leg Flights have no guaranteed availability. The Carrier and/or we reserve the right to cancel or reschedule an Empty Leg Flight at any time for any reason without liability.
8. Empty Leg Flights are always subject to the main flight booked by other guests which pays for the operation of the Aircraft (“the Primary Charter Flight”). If the Primary Charter Flight is delayed or cancelled, this will automatically delay or cancel the Empty Leg Flight accordingly.
9. The Charterer, paying for an Empty Leg Flight, agrees that there shall be no compensation in the event of a cancellation, at the initiative of us or the Carrier. In such a case, you will however receive a full refund. If the Charterer (you) cancel, cancellation charges will apply, as set out in the table at clause 11 (Cancellation Charges)

10. Primary Charter Flight schedules are usually dynamic and flexible, and therefore the flight positioning is subjected to change at any time. As a result, time is not of the essence for Empty Leg Flights. Departure and arrival dates and times are only estimates. We will however keep you informed with updates about the Primary Charter Flight and your Empty Leg Flight as and when we receive updates from the guests and/or Carriers.
11. In the event of (a) cancellation of a booking by a Charterer (you), or (b) a delay or no show of any passenger and/or Charterer leading to the cancellation of the Flight, **cancellation charges will be payable** to us in accordance with the following cancellation policy.

### Cancellation Charges

	Period during which you cancel	Cancellation fee
(a)	After payment and until <b>21 days before departure.</b>	<b>50%</b> of total amount.
(b)	<b>Less than 21 days</b> before departure.	<b>100%</b> the total amount

#### At your own risk

12. Empty Leg Flights may not be suitable for all passengers, and it is the responsibility of the passenger to ensure they have alternative travel and accommodation arrangements in the event of the Empty Leg Flight being delayed or canceled.
13. **We and the Carrier are not responsible for any delays, disruptions or cancellation to the Empty Leg Flight for any reason whatsoever**, and the Charter and passengers agree to hold us and the Carrier harmless for such delays, disruptions or cancellation.
14. As set out in our Standard Charter Terms, **we are not responsible or liable to you, any passenger or any third party for any injuries, losses, or damages arising from or in connection with any booking, delay, cancellation or use of any Empty Leg Flight or for any other reason whatsoever** (including, without limitation, direct, consequential, economic, exemplary, future, incidental, indirect, non-economic, past, special and punitive damages), sanctions, settlement payments, disbursements, judgements, liability, losses (including without limitation, lost income or profit), costs or expenses of any nature whatsoever, whether accrued or absolute, contingent or otherwise, including, without limitation, reasonable attorneys' fees and costs (regardless of whether a lawsuit is brought or not).