

Aerolink Uganda Terms and Conditions

PLEASE READ THESE TERMS AND CONDITIONS PRIOR TO USING www.aerolinkuganda.com.

By using www.aerolinkuganda.com the user agrees to the following terms and conditions:

1. www.aerolinkuganda.com operated by **AeroLink Uganda Limited**. The site offers a variety of tourism services and products including flights organized trips and package deals "The Services".

2. The Services offered in www.aerolinkuganda.com are offered by **AeroLink Uganda Limited**. The Services offered on www.aerolinkuganda.com may be provided by AeroLink Uganda and/or other various third party providers and distributors.

3. General

- a. The use of www.aerolinkuganda.com is subject to the terms and conditions stipulated hereunder "The Terms and Conditions." The Terms and Conditions constitute an agreement between **AeroLink Uganda Limited** and the user of www.aerolinkuganda.com.
- b. The user is requested to read carefully the Terms and Conditions as they determine his rights and obligations. Using www.aerolinkuganda.com and typing "I agree to the Terms and Conditions" at the end of this form constitute a definite and irrevocable acceptance on the part of the user to all the Terms and Conditions and the user and/or anyone on his behalf shall not have any claim and /or demand whether direct or indirect against **AeroLink Uganda Limited** and/or its owners and/or anyone acting on their behalf except as provided here within.

4. AeroLink Uganda Limited reserves the right to change and/or modify at any time and at its sole discretion the Terms and Conditions the scope and availability of the offered Services and products at www.aerolinkuganda.com and any other aspect connected and/or related to www.aerolinkuganda.com. Each change and/or modification shall take effect from the time of its inclusion in www.aerolinkuganda.com. The binding Terms and Conditions of each order made by the user shall be the Terms and Conditions appearing on then www.aerolinkuganda.com site at the time of the

order. A user who does not agree with any part of the Terms and Conditions must not use www.aerolinkuganda.com

- a. The Terms and Conditions refer to both male and female and the linguistic use of the male gender is for convenience only.

5. Information Security and Privacy

The personal details that the user submits while making a order including the details of his purchases shall be retained by **AeroLink Uganda Limited** for its database. **AeroLink Uganda Limited** shall not transfer this information to any third party except to its service providers and only for completing the order.

- a. **AeroLink Uganda Limited** dedicates resources and takes measures to prevent others from entering www.aerolinkuganda.com and infringing upon the privacy of the www.aerolinkuganda.com users. Yet it is impossible to totally prevent others from entering the site and obtaining the information contained within without **AeroLink Uganda Limited** knowledge and authorization. Therefore the user hereby s that he shall not have any claims and/or demands of whatever sort against **AeroLink Uganda Limited** and or anyone acting on its behalf arising from such unauthorized use of the information if it shall regretfully occur.

6. Ownership and Rights

www.aerolinkuganda.com the trademarks and models contained within are the property of **AeroLink Uganda Limited** and/or of other third parties that advertise in www.aerolinkuganda.com. The user must not change and/or modify the content and/or the information and/or the data and/or the software and/or the Services and/or the products and/or anything else contained within www.aerolinkuganda.com. Furthermore the user must not copy and/or reproduce and/or republish and/or distribute and/or sell and/or transfer and/or modify and/or use in any way or kind directly and/or indirectly data and/or information and/or any other element contained and/or is a part of www.aerolinkuganda.com except download display and/or print one copy of the information presented at www.aerolinkuganda.com on a single computer for personal non-commercial use only.

7. Nothing contained on www.aerolinkuganda.com should be construed as granting any license and/or any right to use any of the propriety rights

displayed on www.aerolinkuganda.com nor any waiver of whatever kind of those rights by their owners.

8. The use of any trademarks and/or other propriety rights contained in www.aerolinkuganda.com on any other Web site and/or in any other environment of networked computers is strictly prohibited. The user must not post and/or transmit any unlawful threatening libelous defamatory obscene indecent inflammatory pornographic or profane material and/or any other material that could constitute and/or encourage conduct that would be considered a criminal offense and/or give rise to civil liability and/or otherwise in violation of any law domestic or foreign.

9. Illegal and/or unauthorized use of **www.aerolinkuganda.com** and/or of the information contained in www.aerolinkuganda.com shall constitute a breach of copyrights and/or trademarks and/or other intellectual properties and a violation of propriety laws.

The user hereby knows that www.aerolinkuganda.com and all the information and/or data contained within as well as the form and design of www.aerolinkuganda.com are the exclusive property of **AeroLink Uganda Limited** and in the case of third parties' advertisements the property of those other third parties.

10. AeroLink Uganda Limited and any third party advertising on www.aerolinkuganda.com make no warranty of whatever sort or kind in regard to www.aerolinkuganda.com and the Services and products advertised in www.aerolinkuganda.com all of which are provided on an "as is" basis. **AeroLink Uganda Limited** and any third party providers and/or distributors do not warrant the accuracy and/or completeness and/or reliability of any of the content and/or information and/or data contained on www.aerolinkuganda.com and expressly disclaim to the fullest extent permitted by the applicable law all warranties and conditions including implied warranties and conditions of merchantability and/or fitness for a particular purpose and non-infringement and those arising by statute and/or otherwise in law and/or from a course of dealing and/or usage of trades. www.aerolinkuganda.com also includes information over which **AeroLink Uganda Limited** has no supervision and/or control. **AeroLink Uganda Limited** does not verify the authenticity of this information and will not bear any liability for any mistake and/or deceit and/or discrepancy and/or missing information included therein.

11. Conditions and Liabilities

The liability of **AeroLink Uganda Limited** is limited by their terms of contract as well as by international conventions and local laws. Before reserving a flight through www.aerolinkuganda.com it is recommended to read the specific customer contract of the airline that operates the flight. If the user wishes to receive the contract conditions of the airline which operates the flight he can contact **AeroLink Uganda Limited's** Reservations Center and this information if available shall be given to him under the condition that the user has reserved the flight through www.aerolinkuganda.com.

12. If the Services ordered by the user are not services that are provided by **AeroLink Uganda Limited, AeroLink Uganda Limited** shall be considered as an intermediate only between the user and the airlines and/or the travel agencies and/or the tour operators and therefore **AeroLink Uganda Limited** shall not be responsible and/or liable directly and/or indirectly to any damage and/or loss of whatever sort or kind caused due to the faulty and/or improper performance of those services and the sole responsibility and liability in this regard shall be borne by the service providers according to their terms of service.

13. AeroLink Uganda Limited and/or any of the managers of www.aerolinkuganda.com and/or the operators of www.aerolinkuganda.com and/or anyone acting on their behalf do not warrant that the site is free from viruses and/or other malicious components that may damage the user's computer and/or other equipment and therefore shall not be responsible under any circumstances and/or liable for any damages of whatever sort or kind caused by such viruses and/or other components.

14. In no event shall **AeroLink Uganda Limited** and/or any third party providers and/or distributors be liable for any injury and/or loss and/or claim and/or damage and/or any special and/or exemplary and/or punitive and/or indirect and/or incidental and/or consequential damage of any kind including but not limited to lost profits and/or lost savings and/or revenues whether based in contract tort strict liability or otherwise which arises out or in any way connected with any use of www.aerolinkuganda.com and/or any failure and/or delay including but not limited to the use or inability of use of any component of www.aerolinkuganda.com the performance and/or non-performance by **AeroLink Uganda Limited** and/or any third party

providers and/or distributors even if **AeroLink Uganda Limited** and/or any such third party has been advised of the possibility of such damages.

15. The user shall compensate and indemnify **AeroLink Uganda Limited** and/or anyone acting on its behalf and/or any third party providers and distributors and their officers directors employees and agents from and against any claims and/or demands including for all the expenditures and/or damages and/or legal costs that **AeroLink Uganda Limited** may be liable to due to the usage of www.aerolinkuganda.com by the user.

16. Change Modifications and Cessation of the Site and Offered Services

AeroLink Uganda Limited may cease at any time the activity of www.aerolinkuganda.com and/or cancel the Services offered in it including but not limited to all or some of the links contained in www.aerolinkuganda.com to other sites.

- **AeroLink Uganda Limited** may cancel the purchase of the Services by the user without any prior notice. **AeroLink Uganda Limited** may refuse access or cease access to www.aerolinkuganda.com or to any part of it to any user and at any phase at its sole discretion and without any prior notice.
- **AeroLink Uganda Limited** may change and modify from time to time the site's structure and/or outlook and/or terms and conditions of use and/or the scope and availability of its offered services and/or any other element connected to the site its operation and the Services at its sole discretion and without prior notice.

17. All pictures and images displayed on www.aerolinkuganda.com are for demonstration purposes only and do not in any of form constitute any obligation of whatever sort on **AeroLink Uganda Limited's** part.

18. Information displayed on www.aerolinkuganda.com that is given to **AeroLink Uganda Limited** by third parties is under the sole responsibility of those parties and **AeroLink Uganda Limited** shall not be responsible and/or liable to any mistakes and/or misrepresentation of whatever sort regarding such information.

19. Use of www.aerolinkuganda.com

The user may use www.aerolinkuganda.com to make legitimate orders or

purchase different services and must not use www.aerolinkuganda.com for any other purposes including without limitation to make any speculative false or fraudulent order and/or any order in anticipation of demand.

20. An order through www.aerolinkuganda.com can be paid only by a credit card. Any person who owns a valid credit card of one of the following Credit Card Companies may purchase services through **AeroLink Uganda Limited** Net: Visa American Express MasterCard and JCB. Without detracting from the above stated a condition precedent for the execution of the purchase order through www.aerolinkuganda.com is the receipt of the approval of the user's credit card company for the purchase. The same Credit Card MUST be presented upon Check In for verification on the day of departure.

21. www.aerolinkuganda.com is intended for making orders and purchasing different services and products and for the receipt of information in this regard to such services and products. No other use is permitted.

22. If the user represents that he is of a sufficient legal age to use www.aerolinkuganda.com and to create binding legal obligations for any liability that he may incur as a result of the use of www.aerolinkuganda.com he shall be financially responsible for all uses of www.aerolinkuganda.com by the user and those using his login information.

23. Reservation Procedure

The user should enter in the chosen order's details the credit card details and all other details requested by the order form. The user shall be solely responsible for all errors while entering the different requested details including but not limited to errors in choosing the flight destination and/or vacation and/or the number of tickets and/or services that the user wishes to purchase and/or mistakes in regard to the ages of the passengers and/or in regard to the passenger's passport details.

24. AeroLink Uganda Limited and/or third party providers and/or distributors shall not be responsible and/or liable directly and/or indirectly if the order and/or some of the order's details shall not be accepted by the system for whatever reason and/or cause.

25. AeroLink Uganda Limited shall not be responsible for any technical

and/or other problems that shall prevent the user from purchasing the Services on www.aerolinkuganda.com

26. Entering false details including invalid credit card details and/or details of credit cards that the user has no right to use is a criminal offense. Legal action can be taken against anyone entering false information including civil suits for damages which **AeroLink Uganda Limited** and/or any third party providers and/or distributors might incur due to or in regard to the entering of false information.

27. AeroLink Uganda Limited and/or third party providers and/or distributors are under no obligation to accept the user's order and/or to give it priority over other orders including orders that were made at a later time.

28. Prices and Payments

The prices listed on www.aerolinkuganda.com are valid for orders made exclusively through www.aerolinkuganda.com. The prices specified on www.aerolinkuganda.com are in U.S. dollars. All payments in different currencies shall be translated to U.S. dollars according to the selling transfer rate of the U.S. dollar. **AeroLink Uganda Limited** shall debit the user's credit card for the order only after confirmation of the order.

An extra fee will be charged for order changes and/or cancellations.

29. The number of vacation days per each package listed on www.aerolinkuganda.com includes the day of departure and the day of return in accordance with the flight schedules of the various airlines. The number of vacation days is counted from the time the passengers leave their country to the time they return even if the departure occurs in the afternoon or evening and the return flight lands in the morning.

30. Cancellations

- Reservation that have been sent and cancelled shall be charged with full cancellation fees.
- The cancellation fees that the user shall be charged with shall be at the rates customary in **AeroLink Uganda Limited** and/or as charged by third party providers and distributors of the Services. The user is requested to ascertain by phone the rate of the cancellation fees before the actual cancellation.
- **AeroLink Uganda Limited** recommends that the user acquire insurance policies which will cover events of cancellations and a medical

insurance policy. **AeroLink Uganda Limited** recommends that the user check carefully the terms and conditions stated in these policies.

31. General Flight Information

The flight schedules and the airport of origin and destination are subject to changes.

32. Visas and Passports

- The user shall be solely responsible for any damages of whatever sort or kind that may be caused by any errors in typing passport details including their expiration dates. A passenger who claims to have a valid exit or entrance visa in accordance with the law of the relevant countries and then finds out at the airport of departure or destination that he does not hold a valid visa and/or other essential documents is solely responsible for all the damages that he and/or the airline and/or **AeroLink Uganda Limited** and/or anyone acting on its behalf shall incur.
- The passenger shall indemnify the airline and/or **AeroLink Uganda Limited** and/or anyone acting on its behalf for such damages immediately upon **AeroLink Uganda Limited's** first demand. In addition and without prejudice to the passenger's obligation **AeroLink Uganda Limited** shall be entitled to debit those amounts by charging the passenger's credit card that the details of which were given by the passenger and/or any other means.

33. Links to Other Sites

www.aerolinkuganda.com contains links to different commercial Web sites and other Internet pages hereinafter: "the Other Web Sites". **AeroLink Uganda Limited** has no control over the Other Web Sites and the use of them is subject to the terms conditions and other instructions detailed in the Other Web Sites if such exist. The Web Sites are provided only for the user's convenience and are not endorsed by **AeroLink Uganda Limited** in any way or form.

34. AeroLink Uganda Limited shall not be liable in any way whatsoever to the contents of the Other Web Sites and the inclusion of the links are not in any way confirmations of whatever sort on **AeroLink Uganda Limited's** behalf as to the truthfulness and/or correctness of the information contained on the Other Web Sites.

35. If the user shall decide to access the Other Web Sites he does so at his own risk. Every transaction that the user will carry out on the Other Web Sites shall be executed directly between the user and the Other Web Site and/or the site owners and/or its operators and/or anyone acting on their behalf without any involvement on the part of **AeroLink Uganda Limited** and/or anyone acting on **AeroLink Uganda Limited's** behalf and **AeroLink Uganda Limited** and/or anyone acting on its behalf shall not be liable in any way or form to any act and/or transaction and/or purchase that shall take place in the Other Web Sites.

36. By using www.aerolinkuganda.com the user agrees and acknowledges that he will have no claim and/or demand of any kind or form against **AeroLink Uganda Limited** and/or anyone acting on its behalf for any use and/or act and/or transaction and/or purchase of products and/or services that will take place on the Other Web Sites.

37. If **AeroLink Uganda Limited** and/or anyone acting on its behalf shall try out of their good will and on exceptional basis to assist in solving a problem of a user on www.aerolinkuganda.com that chose to carry out a transaction on the Other Web Sites this assistance shall not be interpreted in any way as putting any liability of whatever kind or form on **AeroLink Uganda Limited** and /or anyone acting on its behalf. Similarly nothing shall be interpreted in these Terms and Conditions as creating any liability of whatever sort or kind on **AeroLink Uganda Limited** and/or anyone acting on its behalf for any act whatsoever that the user has taken on the Other Web Sites or by means of the Other Web Sites.

38. Entire Agreement Additional Terms and Severability

These Terms and Conditions together with those incorporated herein or referred to herein constitute the entire Agreement between **AeroLink Uganda Limited** and the user relating to the subject matter hereof and supersedes any prior understandings and/or agreements whether oral and/or written regarding the subject matter and may not be amended and/or modified except in writing or by making such amendments or modifications available on www.aerolinkuganda.com

39. Additional terms and conditions may apply to orders purchases of goods and/or services and other uses of portions of www.aerolinkuganda.com and the user agrees to abide by such other terms and conditions.

40. The Terms and Conditions shall be deemed severable. If any provision shall be determined to be unenforceable and/or invalid such provision shall nonetheless be enforced to the fullest extent permitted by the applicable law and such determination shall not affect the validity and enforceability of any other remaining provisions.

41. Jurisdiction and Choice of Law

The law of the State of Kenya only shall govern this Agreement and the orders made through www.aerolinkuganda.com. The Courts of the Nairobi district in Kenya shall have the exclusive jurisdiction in any dispute and/or complaint and/or the claim regarding the use of www.aerolinkuganda.com and the purchases/orders made on it.

42. GENERAL CONDITIONS OF CARRIAGE:

- a. The company reserves the right to re-allocate seats if the passengers have not checked in 30 minutes before the scheduled flight.
- b. On all services the luggage allowance is 15 kilos in soft bags. These allowances shall include all hand baggage. The carriage of excess baggage is at the sole discretion of the company after taking into consideration the number of passengers booked. When excess baggage is carried it will be charged at the prevailing freight charges.
- c. Freight is carried strictly on space availability basis. The company does not accept any liability for any direct or consequential costs arising from any delays in carriage due to any reasons whatsoever. In the event of the freight being lost or damaged during carriage then the company's liability is limited to a maximum of Ushs 2500 per kilo. No liability is accepted for cash, jewellery or other valuables. All claims for such events must be made in writing within 7 days of their occurrence.
- d. Smoking is not permitted on any aircraft. Designated smoking areas at passenger terminals must be adhered to.
- e. The carriage of animals is at the sole discretion of the company and subject to the company receiving adequate prior notice and the animal travelling in a proper airline approved container. A US\$ 30 fee will be charged for traveling with a pet.
- f. The company is not responsible for any direct or consequential costs resulting from any delays to its services.
- g. AeroLink requires that it be informed in advance of persons with disabilities, physical challenges, illnesses or old age. If such a person is

unable to lift themselves, reach an emergency exit unaided, communicate with the crew and unfasten a seat belt; such persons must be accompanied by two persons who will assist them during embarking and disembarking the aircraft and in cases of an emergency.

- h. The carriage of firearms, ammunitions and dangerous goods is strictly prohibited.

43. CANCELLATION NO-SHOW POLICY

- a. Above 10 days before date of travel: USD 20 fee per ticket if tickets have been issued.
- b. Between 9 to 5 days before date of travel: USD 50 fee per ticket.
- c. Within 4 days to date of travel and NO-SHOWS: No refund
- d. No-show tickets can be re-used on stand-by basis up to validity of ticket with a USD 20 amendment fee.

AMENDMENT POLICY:

- e. Above 10 days before date of travel: Nil charge if ticket is not issued.
- f. Above 10 days before date of travel: USD 20 fee if ticket has been issued.
- g. Within 9 to 5 days to date of travel: USD 50 fee per change on firm basis OR 20 fee per change on standby basis.
- h. Within 4 days to date of travel: USD 100 fee per change on firm basis OR USD 20 fee per change on standby basis.
- i. Special Promotional fare tickets will be subject to separate terms and conditions. Please ensure you check with AeroLink Reservations before you purchase tickets.

REFUNDS/CREDIT NOTES:

Passenger unable to travel for health reasons refunds in this case will be considered on an individual basis however a handling fee of 30 per ticket is payable. In all cases refunds will be paid within 45 days from date of cancellation.

Tickets are not transferable. Penalties are payable IN CASH before date of travel. Tickets are valid for six months.

44. Check-in-Time:

Passengers must check in 90 minutes before the scheduled departure time on all flights. Check-in counters will close 30 minutes before scheduled departure time for all services/destinations.

45. Freight Excess Baggage:

Baggage allowance is 15kgs per person preferably in Soft bags. Excess is charged at US\$ 3 per kilo.

46. Fares:

All Fares are quoted in US and are subject to availability. USD fares may be converted to the Uganda Shilling equivalent using the IATA rate of exchange prevailing at the time of purchase of tickets. Rates are subject to change without notice. Fares quoted are exclusive of taxes.

47. INFANTS CHILDREN

Infants under 2 years of age are carried free provided they do not occupy a seat. Children under 12 years of age are carried at 70 per cent of the adult fare with the exception of internal flights.

48. PRIVATE CHARTERS:

If the scheduled services do not meet your route or timings requirements then a private charter may be the solution. Please do not hesitate to contact AeroLink for a quotation to meet your needs.

49. KENYA:

AeroLink Uganda is a subsidiary of Airkenya Express Limited based in Nairobi, Kenya which provides scheduled services to the major national parks and coastal destinations and charter flights throughout the region.

50. TANZANIA:

AeroLink Uganda has an associate company Regional Air Services based in Arusha Tanzania which provides scheduled services in the North of Tanzania and charter flights throughout the country.