



Nomad Aviation (Pty.) Ltd.  
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## TERMS AND CONDITIONS

All prices on quotations and invoices:

- a) Excludes VAT
- b) is aircraft specific and is thus subject to aircraft serviceability and availability;
- c) is subject to industry and related fuel price fluctuations.

Should there be any en-route changes or delays as a result of compliance with the requirements of international law or national legislation or subordinate legislation; you or your passengers changed requirements, unavailability of the aircraft beyond Bay Air Aviation reasonable control; safety of the aircraft; safety of the aircraft's crew; and/or safety of you or your passengers, any additional costs arising from such changes and/or delays (excluding the costs of repairing the aircraft, but including the costs of arranging an alternative aircraft) shall become payable by you in addition to the quoted price.

Payment is required no later than 48 hours prior to departure by direct bank transfer.

Cancellation: Should the flight be cancelled subsequent to the acceptance of this quote by signing the Terms & Conditions and initialing every page, a cancellation fee will be payable by you as follows:

- 0% 72 hours prior to departure
- 30% of Total Price 48 hours prior to departure
- 50% of Total Price Day of Departure
- 70% of Total Price before departure

Smoking is not permitted on-board our flights.

Passenger baggage is limited to small bags which may easily be loaded into the aircraft and must not exceed 25 Kilograms.

Dangerous goods must be declared as per dangerous goods regulations. Goods must be packaged and marked correctly according to the appropriate authorities. Copies of relevant regulations are available from Bay Air Aviation on request.

You hereby indemnify Bay Air Aviation from any claim or damage which Bay Air Aviation may suffer from the flight, other than claims or damage caused by Bay Air Aviation own negligent or willful misconduct.

In the case of domestic carriage, claims by you or your passengers arising from injury or death shall be brought within 2 years of the flight and claims for lost or damaged baggage shall be notified to Bay Air Aviation in writing within 7 days of the end of the flight, failing which the claim shall lapse.

Time is not of the essence and Bay Air Aviation shall not be liable for any damages you and /or your passengers may suffer arising from delays due to compliance with the requirements of international law or national legislation or subordinate legislation; you or your passenger's changed requirements; serviceability of the aircraft beyond Bay Air Aviation reasonable control; safety of the aircraft; safety of the aircraft's crew; and/or safety of you or your passengers.