

SAILING TRANSFER CONDITIONS OF CARRIAGE FOR LIKOMA PASSENGER SERVICES LIMITED T/A LIKOMA EXPRESS (The Carrier)



GENERAL TERMS OF CARRIAGE

The Carrier, LIKOMA PASSENGER SERVICES LIMITED T/A LIKOMA EXPRESS, reserves the right to amend, cancel or re-route any published service without notice. Published Operating Schedules will appear on our website and can be amended without notice.

CHECK-IN & BOARDING

Passengers must arrive for check-in by the time fixed by the Carrier on the Passenger Ticket, or on a notice issued by the Carrier. If no time is fixed by the Carrier, then Passenger must arrive for check in at least one (1) hour prior to the planned departure time.

Failure by the Passenger to comply with the aforesaid time provision will result in forfeiture of the full payment and seat may be given to another person.

The company reserves the right to re-allocate or resell seats, without compensation, if the passengers have not checked in 30 minutes before the scheduled sailing.

Passengers that are assumed to not safely and/or comfortably fit in one of the Ferry seats will need to advise the Carrier of this in advance so that the necessary allocations can be made, failure to advise our reservations in advance could result in refused boarding and full cancellation terms will apply. Where available Premium Economy Seats can be allocated to such passengers, where additional charges may apply.

Passengers who, in the sole opinion of the captain, boarding agent or crew, are intoxicated, aggressive or may in any way pose a threat to the safe operation of the sailing or safety and security of fellow passengers or crew, may be refused boarding and forfeit the value of their ticket.

FERRY ALLOCATION

Passengers accept that the final decision relating to Ferry Sailings rests solely with the carrier and is dependant both on weather and operational requirements and no claims for compensation in the event of a schedule change or cancellation shall be entertained.

AUTHORITY OF CREW

The Passenger acknowledges the authority of the Carrier's Captain and Crew and undertakes to obey their lawful commands under all circumstances from the commencement, and for the duration, of the Sailing, including but not limited to the boarding and disembarking of the ferry at ports of call.

SCHEDULED SAILING TIMES

Scheduled services are operated as fixed sailings marketed under the Likoma Passenger Services Group's operations. The Carrier undertakes to use its best efforts to carry the Passenger and their Baggage with reasonable dispatch. Times shown in timetables or elsewhere are not guaranteed and form no part of this contract. Any time changes will be communicated to

passengers in good time. At any time, and in the Carrier's sole discretion, the Carrier may alter routings and schedules. Schedules are subject to change without notice.

INFANTS & CHILDREN

Infants under 2 years of age are carried at a fixed rate of USD12 per infant per sector provided they do not occupy a seat in which case they are charged at 50% of the seat rate if they require a seat allocation. The Carrier's Youth Fare Policy applies to passengers under 12 years of age. These passengers must be travelling with a full paying adult and will be ticketed at discounted adult fares as published from time to time. Passengers older than 12 years of age will be charged at the full adult fare available.

RESERVATIONS & TICKETING

Invoices will be raised at the time of ticketing and, unless the passenger or booking agent has approved credit facilities with the carrier, full payment is required when a ticket is issued.

It is the sole responsibility of passengers and/or booking agents to ensure all details of their sailings are correct as indicated on our reservation confirmation or e-tickets issued by the Carrier. Any errors or omissions to a passenger's itinerary must be brought to the attention of the ticketing agent before tickets are issued and payment effected. Tickets are transferable within the limits of the their issued class

No passenger may board the ferry without a ticket. Unless otherwise provided for in the Passenger Ticket, Passenger Tickets are valid for Carriage on the date of booked travel only.

CANCELLATION, RE-ROUTING OR DIVERSION OF SAILINGS

The Carrier will endeavour to provide a fully reliable, efficient service, however, should the ferry for any reason become unserviceable, we will endeavour to provide a replacement service if possible, but should this not occur, we will not be held liable for any subsequent costs. All passengers are required to ensure they have adequate travel insurance, which includes cancellation and personal accident cover. Sailings may be changed or cancelled without prior notice. The Carrier is not responsible for any direct or consequential costs resulting from any cancellation or delays to its services. In the event of a cancellation or diversion of a sailing due to bad weather or circumstances beyond our control or deemed to be in the interest of passenger safety, passengers will be refunded in full for the leg transfer sector only. The

Carrier does not take responsibility for delays and missed connection with other transporters.

Should any late changes to the sailing booking or transfer details be made, the Carrier shall make every effort to accommodate the client to the best of our ability, however, the Carrier shall not be held liable should we be unable to assist these passengers

FARES AND TAXES

All Fares are quoted in MWK Malawi Kwacha and are subject to availability in applicable booking class. Fares quoted in US Dollar will be converted to Malawi Kwacha using the rate of exchange prevailing at the time of payment. Fares are quoted inclusive of taxes and exclusive of levies. All rates advertised and distributed are subject to change without notice. Rates are subject to change and we are not bound by rates distributed, only those on a confirmed reservation.

CANCELLATIONS & RESERVATION CHANGES

Sailing amendment and cancellation of reservations may be permitted subject to the booking class conditions at time of sale. Cancellation and amendment policies may change from time to time and passengers should refer to their ticket for information applicable to their class of travel. Summarised terms applicable to class of travel are as follows:

CHANGES & AMMENDMENTS

Changes permitted at a cost of US\$25 per person, per sector.

Likoma Residents

Free changes up to 4 days prior to departure.

Changes permitted less than 4days prior to departure at a cost of US\$5 per person, per sector.

CANCELLATIONS

Cancellations more than 72 hours prior to departure 50% of the ticket value per person, per sector changed.

Cancellations less than 72 hours prior to departure at a cost of 100% of the ticket value per person, per sector changed.

Non-Schedule Seat Rate

Non-exclusive use seat rates for sailings operating at times, or on routings, not available on the Carriers published schedules require a minimum of 8 full paying adults. Non-Scheduled services are not exclusive and Likoma Express may carry other passengers on the same sailing without any compensation to booked passengers.

SMOKING

Smoking is not allowed on board.

CHARTERS

Charters will only be confirmed dependant on the availability of the ferry and the prevailing schedule. Confirmed charter sailings cancelled within 72 hours of departure are subject to a 100% cancellation penalty. Cancellations received 72 hours - 7 days prior to departure are subject to 50% cancellation penalty. Cancellation of a confirmed sailing received more than 7 days prior to departure is subject to a 25% penalty. In the event of a charter customer changing the date, routing or any other aspect of the confirmed itinerary, the Carrier reserve the right to surcharge the customer or impose cancellation policies as indicated above.

LUGGAGE & FREIGHT

As the Carrier has limited cargo space and safety is always our primary focus, operating weight is a vital consideration for planning purposes.

Passengers will be limited to a maximum baggage allowance of 15 kilograms per person in soft case bags only. This allowance does not include all hand baggage. The final decision on load allowable or any sailing condition is solely up to the Captain in command. Passengers are kindly requested to adhere to the luggage restriction in the interests of safety.

The carriage of excess baggage is at the sole discretion of the carrier at an excess luggage fee of US\$2.50 per kg per sector.

Excess luggage tariffs are subject to review without prior notice. The carrier cannot guarantee excess luggage can be accommodated on any specific sailing and strongly recommends passengers contact Likoma Express in advance should they wish to travel with excess luggage or cargo.

Freight is carried strictly subject to ferry capacity. The company does not accept any liability for any direct or consequential cost arising from any delays in the carriage, due to any reasons whatsoever.

No dangerous goods may be carried as cargo on the ferry. Goods must be packaged and marked correctly according to the appropriate authorities' instructions

LIABILITY & DISCLAIMER

The Carrier shall not be liable for any damage to the Passenger or their Baggage of whatsoever nature and howsoever caused arising from The Carrier's compliance with any laws or governmental regulations, or arising from the failure of the Passenger to comply with the same. The Passenger, when making full payment for the ticket, and accepting the Passenger Ticket does hereby indemnify and hold harmless the Carrier from all claims, payments, demands, actions, causes of action, losses and expenses which may be taken or made by any party, arising from the Carrier's compliance with any laws or governmental regulations, or arising from the failure of the Passenger to comply with the same.

In the event that the Carrier shall become legally liable to pay compensatory damages (including all and any legal and incidental costs) in respect of accidental bodily injury (fatal or otherwise) to a Passenger whilst entering, travelling on board, or alighting from the ferry the Carrier does hereby limit its liability to the maximum amount prescribed by the carriers liability insurance cover. Any exclusion or limitation of liability contained herein, or in any additional notices issued by the Carrier or on our behalf relating to the Passenger's Carriage, shall apply to and be for the benefit the carriers agents, servants and representatives of the Carrier and any person whose ferry or chartered boat is used by the Carrier, its agents, servants and representatives.

Claims for any event must be received in writing by the company within 7 days of its occurrence. Any right to damages shall be extinguished if an action is not brought within one (1) month of the date of arrival at destination the date on which the ferry was scheduled to arrive, or the date on which the Carriage stopped.

No agent, servant or representative of the Carrier has the authority to alter, modify or waive any provision of these Conditions.

The Carrier reserves the right to change the terms and conditions within reason at anytime. The law of The Republic of Malawi shall apply to and govern all the rights and obligations of the Passenger and the Carrier hereunder. The Malawian courts shall have exclusive jurisdiction in any and all disputes arising from any all Carriage provided by the Carrier.

