



# IMPORTANT PASSENGER NOTICE

## Flight Delays and Cancellations During the Rainy Season

Flying within Malawi and the region between October and April can present operational challenges due to seasonal rainfall.

Passengers and Agents travelling with Nyasa Express during this period are kindly requested to familiarise themselves with our Terms and Conditions. Please note that confirmed schedule times during the rainy season may be subject to change as a result of weather conditions beyond our control.

At Nyasa Express, safety remains our highest priority. The decision to operate any flight rests solely with the Pilot in Command, whose professional judgement must be respected at all times. We will not operate in conditions deemed unsafe or potentially hazardous.

Any costs incurred as a result of flight delays or cancellations caused by adverse weather, such as rebooking of international or commercial flight connections, additional accommodation, meals, transfers, or cancellation penalties—shall be borne entirely by the passenger. We therefore strongly recommend that all passengers secure comprehensive travel insurance to cover such eventualities, as Nyasa Express cannot accept liability for any claims arising from weather-related disruptions.

Nyasa Express will make every reasonable effort to adhere to confirmed operating times. In the event of a delay or cancellation, flights will be rescheduled and operated at the earliest possible time, subject to prevailing weather conditions.

We sincerely apologize for any inconvenience that may arise as a result of these changes. We trust that the following rainy season travel conditions will be observed and acknowledged, helping to minimize difficulties should your flight be delayed, cancelled, or re-routed during this period.

## GENERAL TERMS OF CARRIAGE

The Terms of Carriage outline the conditions for passengers and booking agents traveling with Nyasa Express Limited (NYASA). As an operator of smaller light aircraft, NYASA's terms may be more restrictive than those of larger commercial airlines. Passengers and clients are required to fully understand and agree to these conditions before confirming any booking or flying with the carrier. NYASA reserves the right to amend, cancel, or re-route any published service without prior notice. All operating schedules and fares should be confirmed with the reservations department at the time of booking, as they remain subject to regulatory approvals.

Passengers must comply with all customs, travel, health, security, immigration, and aviation authority requirements of all countries or territories visited. They are also strongly advised to carry travel insurance to cover expenses that may arise from flight cancellations, schedule changes, or delays. This ensures travelers are financially protected against unexpected disruptions.

Additionally, flight times are subject to change for operational reasons, and NYASA cannot guarantee fixed departure or arrival times. The company operates a variety of aircraft types and does not guarantee any specific aircraft for a given route or booking. Passengers should therefore be prepared for adjustments in both schedules and aircraft assignments as part of the carrier's operational flexibility.

## AIRCRAFT ALLOCATION

Operational, Technical, or Commercial considerations determine the aircraft allocated for a specific flight. No claims for compensation in the event of an equipment change shall be entertained.

## AUTHORITY OF CREW

The Passenger acknowledges the authority of the Carrier's commander or his or her authorized deputy of aircraft and undertakes to obey his or her lawful commands under all circumstances from the commencement, and for the duration, of the journey.

## BAGGAGE ALLOWANCE & CARGO

Passengers traveling with Nyasa Express Limited are allowed a maximum baggage limit of 15 kg per person — consisting of 12 kg checked baggage and 3 kg hand luggage, all in soft bags only due to limited storage space on light aircraft. Cabin stowage areas are unavailable, so carry-on items must be held by passengers. The maximum bag dimensions are 25 cm wide × 30 cm high × 62 cm long (10 × 12 × 24 inches), and bags must fit into compartments only 25 cm high. A collapsible luggage trolley may be carried if within similar dimensions, but the pilot-in-command has final authority over load approval. For flights to or from Nyika, the allowance is reduced to 10 kg (22 lbs) because of high-altitude performance limits.

Excess baggage may be accepted only at the carrier's discretion, depending on aircraft capacity and weight limitations. Any accepted excess will be charged US\$5 per kg per sector, subject to VAT on domestic routes. Repack bags are available at US\$50 per bag per flight, and all baggage tariffs can be changed without prior notice. Passengers are strongly encouraged to contact Nyasa in advance if they intend to travel with excess baggage or cargo, as the airline cannot guarantee space on specific flights.

Freight is carried strictly subject to aircraft capacity, and Nyasa accepts no liability for any direct or consequential costs from carriage delays. If freight is lost or damaged, the company's liability is limited to US\$7.50 per kg. All freight charges are route-based and must be booked and quoted through Nyasa reservations in advance.

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## **CANCELLATION, REROUTING & FLIGHT DIVERSIONS**

Nyasa Express Limited strives to provide a reliable and efficient service, but if an aircraft becomes unserviceable, the company will attempt to arrange a replacement flight. If this is not possible, Nyasa will not be liable for any resulting costs. Similarly, if flights cannot operate due to travel restrictions or other circumstances beyond the carrier's control, Nyasa is not responsible for any additional expenses and is not required to provide alternative travel arrangements. All passengers are therefore required to have adequate travel insurance, including cancellation and personal accident coverage.

Flights may be changed or canceled without prior notice, and Nyasa bears no responsibility for direct or consequential losses resulting from such cancellations or delays. If a flight is canceled or diverted because of bad weather, safety concerns, or other uncontrollable circumstances, passengers will only receive a refund for the affected leg of travel. The airline does not assume responsibility for missed connections with other transport providers.

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## **CHECKIN & BOARDING**

Passengers must arrive for check-in at the time specified on their Passenger Ticket or as indicated by the carrier. If no specific time is provided, passengers are required to check in at least 45 minutes before the scheduled departure. Failure to comply with this check-in requirement may result in the passenger being offloaded and losing the full value of their fare. The carrier also reserves the right to reallocate or resell the seat of any offloaded passenger without offering compensation.

Additionally, passengers who are, in the judgment of the captain, boarding agent, or crew, found to be intoxicated, aggressive, or posing a threat to the safety, comfort, or security of the flight, other passengers, or crew members will be denied boarding and will forfeit their ticket. These measures ensure safety and operational discipline across all Nyasa Express flights.

## **CHILDREN & INFANTS**

Infants under 2 years old who do not occupy their own seat are carried free of charge on Nyasa Express flights. The Child Fare Policy applies to children aged 3–12 years at the time of departure of the first flight segment, who are charged 75% of the adult fare. All young passengers traveling on child fares must be booked on the same itinerary and in the same booking class as the accompanying adult.

Because Nyasa Express flights do not have cabin attendants, the airline does not accept unaccompanied minors on any of its services. Discounted Child and Infant Fares are still subject to all taxes and fees that apply to adult passengers. Additionally, adult baggage allowances apply equally to all children and infants, ensuring uniform baggage rules across all passenger types.

## CREDIT CARDS & PAYMENTS

Passengers who have paid for their flight using a credit card must present the same card at check-in, along with identification of the cardholder. The cardholder will also be required to sign a confirmation form authorizing the use of their card for the travel booking. All flight payments must be completed before the travel date, and any payments made through DPO (Direct Pay Online) will include a 2.5% card fee per transaction.

## FARES & TAXES

For consistency and system compatibility, Nyasa Express quotes and advertises all fares in US Dollars, subject to seat availability in the applicable class. However, in line with industry practice, all fares and taxes are converted to Malawi Kwacha using the Visa Settlement rate at the time of payment. Domestic departure taxes and international taxes (from Mfuwe Airport only) are included in the ticket price, while passengers are responsible for park fees and other applicable personal expenses. The Zambian Aviation Authority surcharge—distinct from Zambian airport departure taxes—is also included in all fares to or from Zambia.

Nyasa Express does not take responsibility for any inaccuracies in departure tax information given to passengers. Since aviation operations depend on variable costs such as fuel and are affected by fluctuating regional currency exchange rates, it is not possible to guarantee fixed fares. Therefore, all prices are subject to change, and the prevailing fare and exchange rate at the time of ticketing will apply. Once a ticket has been issued, Nyasa Express will honor the fare stated on that ticket.

## LIABILITY AND DISCLAIMER

✓Nyasa Express Limited shall not be liable for any damage to passengers or their baggage, regardless of cause, if it results from the carrier's compliance with laws or governmental regulations, or from the passenger's failure to comply with such laws. By accepting a passenger ticket, the passenger agrees to indemnify and hold Nyasa harmless from any claims, losses, actions, or expenses arising from these circumstances. In cases where Nyasa is legally liable for accidental bodily injury or death occurring while a passenger is boarding, on board, or disembarking an aircraft, the carrier's liability is limited to the maximum amount specified under Article 22(1), (2)(a), (b), and (3) of the Warsaw Convention, as amended by the Guadalajara Convention, and converted to Malawi Kwacha at published exchange rates.

Any limitations or exclusions of liability stated in these conditions, or in any additional notices by Nyasa, also apply to the carrier's agents, employees, representatives, and any person or company operating an aircraft on Nyasa's behalf. All claims must be submitted in writing within seven (7) days of the incident, and in case of dispute, the Malawi High Court shall be the regulating authority. Any legal action for damages must be filed within one (1) month from the date of arrival, scheduled arrival, or the date on which carriage ceased—otherwise, the right to claim is extinguished.

No agent, employee, or representative of the carrier is authorized to alter, modify, or waive any part of these conditions. The limits of liability regarding death, personal injury, loss, or damage to baggage are governed by the Montreal Convention (1999) and Malawi aviation regulations. Nyasa Express reserves the right to amend these terms and conditions at any time, within reason. The laws of the Republic of Malawi govern all rights and obligations between passengers and the carrier, and Malawi courts hold exclusive jurisdiction over all disputes arising from Nyasa Express carriage.

## **PASSENGER IDENTIFICATION**

All passengers are required to provide a valid, photographic form of identification on check-in. Passport, national Identity or driver license are acceptable forms of identification. Tickets may be used by named passenger and are not transferrable.

## **PASSENGER WEIGHTS**

As Nyasa aircraft are small, often into challenging, shorter airstrips, which require flexibility in seating arrangements. On occasion, a group may be split and fly on different aircraft. The carrier does not guarantee to keep groups or families on the same aircraft. Safety is always our primary focus and operating weight is a vital consideration for planning purposes. While all passengers are required to advise the carrier their additional position charges A fixed fee of IISD150I weights before tickets may be issued, passengers that are assumed to not safely and/or comfortably fit in one of the aircraft seats are required to contact the carrier directly and our Operations team will access weight and balance limitations for the route and determine if we can safely accommodate the passenger. Please note that

addition surcharges may be applied depending on load factors and larger passengers (120kgs and above) will be afforded the option of paying for an additional seat to guarantee passage. Passengers weighing more than 120kg/265lbs could potentially impact the weight and balance of the aircraft. Failure to advise the Carrier in advance could result in larger passengers being offloaded to meet operating restrictions for the flight - Cancellation penalties may apply.

Please note the carrier will make every effort to accommodate all passengers but we are required to meet safety requirements for operation of our services which must be our primary priority. The carrier reserves the right to weigh individual passengers, and all baggage at check-in on select routes and penalties may apply if weights provided at time of reservation do not correspond with actual passenger weights at check in.

## **PAYMENTS**

Payments for Nyasa Express services may be made in Malawi Kwacha, converted at the Visa Settlement Rate on the payment date, or in US Dollars via credit card, bank transfer, or cash. All bank charges are the responsibility of the passenger or booking agent. Agents and tour operators with approved credit facilities must adhere strictly to agreed payment terms, ensuring that payments clear Nyasa's account within the credit period. Interest will be charged on overdue accounts at the Malawi Bank base lending rate plus 5%, and the carrier may re-invoice unpaid balances at the current Visa Settlement Rate at the time of final payment.

If an account remains unpaid after a 7-day notice period, Nyasa reserves the right to deny boarding to passengers holding tickets booked through the defaulting agent or operator. The carrier may also withdraw any credit privileges from agents who fail to settle their accounts on time. The maximum credit term permitted is 7 days from the statement date. All international USD payments for Nyasa Express are handled through

YEBO Skies, which serves as the airline's official international sales agent.

## PRIVATE & CHARTER SERVICES

A 25% deposit is required to confirm all charter flight bookings with Nyasa Express. Any reservation without a paid deposit is treated as a "Provisional Request" and may be cancelled without notice. The remaining balance must be paid at least 30 days before travel. If a confirmed charter is cancelled 14 or more days before departure, a 25% cancellation fee applies. Cancellations made 2–14 days before departure incur a 50% penalty, while cancellations within 2 days of travel are non-refundable.

Changes to a charter flight may be requested but will be re-costed based on aircraft availability, operating costs, and any extra positioning charges. Each change will incur a fixed fee of USD 150 per sector. Nyasa reserves the right to adjust charter pricing if modifications occur, and additional surcharges may apply if extra passengers or cargo are added by the customer.

Passengers booking private charter flights have exclusive use of the aircraft, within the passenger and cargo limits for the specified route. Positioning sectors (flights to move the aircraft into position) are not available for customer use, and the carrier may operate these sectors without compensating the customer. Charter bookings apply only to the confirmed routing, and any date changes for Grand Caravan ticketed bookings will incur a charge of USD 450.

## RESERVATIONS & TICKETING

Invoices for Nyasa Express flights are issued at the time of ticketing, and unless passengers or agents have approved credit facilities, full payment is required immediately when tickets are issued. For agents with credit, payment terms begin from the date of ticketing, not the date of travel. All tickets must be issued according to the Ticketing Time Limits (TTL) set for each fare or class—at least 30 days before travel. For reservations made within this period, tickets must be issued within 12 hours of flight confirmation.

Any booking not paid in full at ticketing or not covered under valid credit terms may be cancelled without notice. It is the responsibility of agents and passengers to verify that all flight details on reservation confirmations or e-tickets are accurate, and any errors must be reported before ticket issuance. Nyasa is not obligated to guarantee flight departures unless the booking has been ticketed, paid in full, and passenger information has been correctly confirmed within the required time frames.

No passenger may board a flight without a valid ticket. Unless otherwise stated on the passenger ticket, tickets are valid for 30 days from the date of issue and are non-transferable.

## REFUNDS & RESERVATION CHANGES

The fare class applicable to a booking will determine if flights are eligible for refunds/changes. Cancellation and amendment policies may change from time to time and passengers should refer to their ticket for information applicable to their class and are summarized for all SEAT RATE as follows:

No charges permitted within 72 hours of travel.

Changes 72+ hours before travel at \$100 per change

Non-refundable within 7 days of travel

50% cancellation penalty 7–14 days before travel

\$100 cancellation penalty 14+ days before travel

## SMOKING

Smoking is strictly prohibited on all Nyasa Express aircraft. This policy applies to all forms of smoking, including cigarettes, e-cigarettes, and vaping devices, to ensure the safety, comfort, and well-being of all passengers and crew members during every flight.

## Seat rate flight times

To make your flight on Nyasa Express aircraft as safe as possible, please note that the following dangerous goods may not be carried on board, seat rate services are operated as per our published schedules and Nyasa undertakes to use its best efforts to carry passenger and their baggage with reasonable dispatch. Times are shown in timetables or elsewhere are not guaranteed and form no part of any contract. Changes will be communicated by passenger at the time of reserving their flight with Nyasa. Nyasa cannot be responsible for passengers missed onward connections or travel arrangements and claims for compensation will not be considered. Passengers are kindly reminded of the importance of carrying adequate travel insurance and plan itineraries to allow ample connection time.

## Fuel surcharge

Prices are based on current fuel prices in Malawi. An increase in fuel will result in an upward price adjustment and Nyasa Express reserves the right to adjust the price without prior notice.

## Danger

To make your flight on Nyasa aircraft as safe as possible, please note that the following dangerous may not be carried on board under any circumstances. The carrier reserves the right to deny boarding any flight if found in possession of the the following:

Compressed gassers

Corrosives

Explosives

Flammable liquids and solids

Radioactive materials

Oxidizing materials

Poisons and infectious substances

Other dangerous articles

## Passengers traveling with live animals

Nyasa Express is committed to ensuring the safe and comfortable transportation of live animals, including pets and service animals. The below guidelines apply:

Passengers must notify Nyasa Express of their intent to travel with live animals at least 48 hours prior to departure and the cost will be only on seat rate/ charter basis. Animals must be transported in an airline-approved carrier (where necessary) that ensures their safety and comfort. Service animals accompanying passengers with disabilities are allowed in the cabin and their weight must be provided as well. Passengers must provide documentation verifying the animal's service status and its necessity for travel. The animal must remain leashed or harnessed at all times and under the passenger's control.

All animals must have up-to-date vaccination records and any required travel permits. Nyasa Express reserves the right to refuse transportation of animals that appear ill, aggressive, or pose a threat to other passengers or staff.

Passengers or their caregivers should inform Nyasa Express of any special needs at the time of booking. Documentation from a licensed mental health professional may be required to support specific requests. Priority boarding and seating arrangements can be provided to minimize stress. Passengers requiring assistance during the flight should inform the crew. If a passenger exhibits signs of distress or requires intervention, the crew will follow standard protocols to ensure their safety and that of others.

## Last minute/ walk-in bookings

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