TERMS AND CONDITIONS

1   THE TERMS AND CONDITIONS

1. These Terms and Conditions constitute the entire understanding governing your access to and utilization of Ticketsasa services, a product of Pesapal Limited, for flight bookings. These Terms and Conditions shall be binding on you, your personal representatives, and assigns.

2. These Terms and Conditions, along with any amendments or revisions, will come into effect when you book flights through Ticketsasa and shall continue until the completion of all booked travel.

3. By booking flights through Ticketsasa, you acknowledge that Pesapal shall act as the payment service provider for Ticketsasa and agree to comply with and be bound by all Terms and Conditions.

2   DEFINITIONS AND INTERPRETATIONS

In these Terms and Conditions, unless the context otherwise requires:

1. Ticketsasa means the ticketing platform operated by Pesapal Limited, a limited liability company registered in Kenya.

2. Pesapal means Pesapal Limited, the payment service provider and operator of Ticketsasa.

3. Customer or Passenger means any person who books flights through Ticketsasa.

4. Airline means the carrier responsible for providing flight service.

5. Flight means any domestic or international air transport service booked through Ticketsasas platform.

6. Booking means a valid reservation for flight(s) purchased through Ticketsasas platform.

7. Service means the flight booking and related services provided by Ticketsasa.

8. Agents means an employee of Ticketsasa or Pesapal Limited.

9. Airline Policy means the specific rules, regulations, terms, and conditions set by each individual airline governing their flight operations, ticketing, cancellations, refunds, baggage allowances, check-in procedures, and any other aspects of their services.

3   ACCEPTANCE OF THE TERMS AND CONDITIONS

1. Prior to booking flights, you should carefully review and fully understand these Terms and Conditions. They outline the regulations governing your access to, utilization of, and engagement with the Service.

2. By clicking on the I have read and understood the terms and conditions option during the purchasing process, you are deemed to have read, understood, and accepted these Terms and Conditions and agree to adhere to them.

4 BOOKING AND PAYMENT TERMS

4.1 Booking Process

1. Flights booked through Ticketsasas website, mobile app, or agents are considered valid only when accompanied by official Ticketsasa confirmation and Airline confirmation.

2. Each flight booking transaction is subject to these Terms and Conditions.

3. Flight prices are set by Airlines and may fluctuate based on availability, seasonality, and other factors.

4. Payment processing is handled securely by Pesapal, Ticketsasas authorized payment service provider.

4.2 Booking Confirmation

1. A valid ticket confirmation consists of:

   - A Ticketsasa email containing booking details and reference numbers; and

   - An Airline confirmation email or e-ticket; and

   - A payment confirmation SMS from Pesapal as the payment processor.

2. Customers shall immediately contact Ticketsasa if they do not receive both Ticketsasa and airline confirmations within 24 hours of booking.

4.3 Ticket Holding

1. Ticketsasa does not offer ticket holding services. Any ticket holding options are exclusively subject to individual airline policies and their respective timelines.

2. Held bookings are not guaranteed until full payment is received and confirmed by both Ticketsasa and the Airline.

5 CANCELLATION AND REFUND POLICY

5.1 Airline-Specific Policies

1. Each booking is subject to the Airlines cancellation and refund policies.

2. Cancellation requests must be submitted in writing to travel@ticketsasa.com within the timeframes specified by the Airline policy.

5.2 Refund Processing

1. Eligible refunds shall be processed through Pesapal and returned to the same payment method that the passenger used during the original flight booking.

2. Refund processing shall be completed within fourteen (14) business days after Airline approval.

3. Refund amounts are determined by Airline policies and may be subject to cancellation fees, no-show penalties, and service charges.

5.3 No-Show Policies

1. Passengers who fail to check in for their flights ("no-shows") shall be subject to Airline no-show policies.

2. Ticketsasa is not responsible for Airline decisions regarding no-show penalties.

6 AIRLINE RESPONSIBILITIES

6.1 Schedule Changes and Flight Disruptions

1. Airlines may make changes to flight schedules, aircraft, routes, or services after bookings are confirmed.

2. In case of schedule changes, alternatives or refunds will be offered according to Airline policies.

6.2 Flight Delays and Cancellations

1. Airlines are solely responsible for flight operations, including delays and cancellations.

2. Compensation for delays or cancellations is determined by Airline policies.

6.3 Baggage Policies

1. Baggage allowances, restrictions, and fees are set by Airlines and vary by route, fare class, and passenger status.

2. Customers are responsible for reviewing and complying with the specific baggage policies of their booked Airline.

3. Claims for damaged, delayed, or lost baggage must be filed directly with the Airline according to their procedures.

7 CUSTOMER RESPONSIBILITIES

7.1 Information Accuracy

1. Customers are responsible for providing accurate passenger details including exact name spelling as shown on travel documents, date of birth, contact information, and special requirements.

2. Errors in passenger information may result in denied boarding, additional fees for corrections, or ticket invalidation.

3. Customers must verify all details upon receiving booking confirmations and report errors to Ticketsasa within 24 hours.

7.2 Travel Documentation

1. Customers are solely responsible for obtaining and maintaining valid travel documents including passports, visas, health certificates, and any other documentation required for their journey.

2. Ticketsasa is not liable for denied boarding or entry due to insufficient or invalid travel documentation.

7.3 Timely Communication

1. Customers must notify Ticketsasa immediately of any changes in contact information or travel plans in accordance with Airline policies.

7.4 Check-in Requirements

1. Customers are responsible for adhering to airline check-in deadlines and procedures.

2. Online check-in should be completed within the timeframe specified by the Airline.

8 LIABILITY

8.1 Airlines Liability

1. Airlines are solely responsible for flight operations, safety, and service quality.

2. Claims regarding flight operations, service quality, or passenger rights should be directed to the operating Airline.

8.2 Ticketsasas Liability

1. Ticketsasa's responsibility is limited to the accurate processing of flight bookings and payments.

2. Ticketsasa shall not be liable for:

   - Changes, delays, or cancellations of flight schedules;
   - Denied boarding for any reason, including but not limited to Airline overbooking or passenger documentation issues;
   - Quality of airline services, facilities, or customer care;
   - Lost, damaged, or delayed baggage; and
   - Consequences of missed flights or connections.

3. Ticketsasa and Pesapal's maximum liability under these Terms and Conditions shall be limited to the total amount paid by a customer for the flight booking.

4. Ticketsasa shall not be liable for any indirect or consequential damages, liabilities, costs, or losses arising in connection with these Terms and Conditions.

9   FORCE MAJEURE

1. Ticketsasa shall not be liable for any failure to perform its obligations due to a Force Majeure Event.

2. Force Majeure Event includes but is not limited to; natural disasters, pandemics, epidemics, government actions, civil unrest, strikes, terrorism, and health emergencies.

10   NOTIFICATION

1. By booking flights on Ticketsasa, customers consent to receiving email and SMS notifications related to their booking and flights.

2. Customers may opt out of marketing communications while still receiving essential transaction and flight information.

3. Notifications may be sent by Ticketsasa, Pesapal as the payment processor, and/or directly by Airlines.

11   PRIVACY AND DATA PROTECTION

1. The Customer understands and agrees to the collection, processing, and storage of their personal information in accordance with Ticketsasa's Privacy Policy.

2. Personal data will be processed in compliance with applicable data protection laws.

3. Customer information may be shared with airlines, immigration authorities, and security agencies as required by law.

12   CONFIDENTIALITY

1. Ticketsasa will maintain the confidentiality of customer information and only share it when necessary for:

   - Ticket validation;
   - Payment processing;
   - Compliance with laws and regulations; and
   - Service improvement and platform security.

2. Customers agree to keep ticket identifiers and access codes confidential. Unauthorized sharing may invalidate tickets.

13   GOVERNING LAW

This Terms and Conditions shall be governed in all aspects in accordance with the Laws of Kenya.

14   DISPUTE RESOLUTION

1. Ticketsasa will promptly assist customers in resolving any complaints regarding ticket purchases.

2. Ticketsasa and the Customer shall attempt to resolve any disputes through good-faith negotiation for a period of 7 days of notification of a dispute, failure to which a party may refer the dispute to arbitration to be conducted under the Rules of the Kenyan Branch of the Chartered Institute of Arbitrators of the UK (Institute).

3. The arbitration shall be conducted by a single arbitrator to be appointed by mutual agreement between Ticketsasa and the Customer within 14 days of the notification of either party to the other of the existence of a dispute. If Ticketsasa and the Customer cannot mutually agree on an arbitrator within this timeframe, either party may request the Chairperson of the Institute to appoint an arbitrator in accordance with its rules.

4. The arbitration shall be conducted in Kenya and the arbitrary award shall be final and binding.