



**HONGKONG AIRLINES**  
**香港航空**

**GENERAL CONDITIONS OF CARRIAGE**  
**(PASSENGERS AND BAGGAGE)**

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## ARTICLE 1:

### WHAT PARTICULAR EXPRESSIONS MEAN IN THESE CONDITIONS

As these Conditions of Carriage are read, please remember that:

**“WE”, “OUR” and “US”** means Hong Kong Airlines Ltd.

**“YOU”, “YOUR” and “YOURSELF”** mean any person, except members of the crew, carried or to be carried in an aircraft with our consent. (See also definition for “Passenger”)

**“AGREED STOPPING PLACES”** means those places, except the place of departure and the place of final destination, set forth on the Ticket or shown in our timetables as scheduled stopping places on your route as contractually agreed stopping places.

**“AIRLINE DESIGNATOR CODE”** means two characters or three letters which identify particular air carriers.

**“AUTHORISED AGENT”** means a passenger sales agent who has been appointed by us to represent us in the sale of air transportation over our services and, when authorised, over the services of other air carriers.

**“BAGGAGE”** means your personal property accompanying you in connection with your trip. Unless otherwise specified, it includes both your Checked Baggage and Unchecked Baggage.

**“BAGGAGE CHECK”** means those portions of the Ticket which relate to the carriage of your Checked Baggage.

**“BAGGAGE IDENTIFICATION TAG”** means a document issued solely for identification of Checked Baggage.

**“CARRIER”** means an air carrier other than ourselves, whose airline designator code appears on your Ticket or on a Conjunction Ticket.

**“CARRIER’S REGULATIONS”** mean rules, other than these Conditions, published by us and in effect on the date of ticket issue, governing carriage of passengers and/or baggage and shall include any applicable tariffs in force.

**“CHECKED BAGGAGE”** means Baggage of which we take sole custody and for which

we have issued a Baggage Check.

**“CHECK-IN DEADLINE”** means the time limit specified by the airline by which you must have completed check-in formalities and received your boarding pass.

**“CONDITIONS OF CARRIAGE”** means these conditions of carriage or another Carrier's conditions of carriage as the case may be.

**“CONDITIONS OF CONTRACT”** means those statements contained in or delivered with your Ticket or Itinerary/Receipt, identified as such and which incorporate by reference these Conditions of Carriage, and notice(s).

**“CONNECTING FLIGHT”** means a subsequent flight providing onward travel on the same ticket or on a Conjunction Ticket.

**“CONJUNCTION TICKET”** means a ticket issued to you in conjunction with another Ticket which together constitute a single contract of carriage.

**“CONVENTION”** means the Warsaw Convention and/or the Montreal Convention, as the case may be.

**“COUPON”** means both a paper Flight Coupon and an Electronic Coupon, each of which entitle the named Passenger to travel on the particular flight identified on it.

**“DAMAGE”** includes death, wounding or any other bodily injury to a Passenger, loss, partial loss or theft or other damage to Baggage, arising out of or in connection with carriage by air or other services incidental thereto performed by us.

**“DAYS”** means calendar days, including all seven days of the week; provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted; and provided further that for purposes of determining duration of validity the day upon which the Ticket is issued, or the flight commenced, shall not be counted.

**“ELECTRONIC COUPON”** means an electronic Flight Coupon or other value document held in our database.

**“ELECTRONIC TICKET”** means the Itinerary/Receipt issued by us or on our behalf, the Electronic Coupons and, if applicable, a boarding document.

**“FLIGHT COUPON”** means that portion of the Ticket that bears the notation “good for passage,” or in the case of an Electronic Ticket, the Electronic Coupon, and indicates the

particular places between which you are entitled to be carried.

**“FORCE MAJEURE”** means unusual and unforeseeable circumstances beyond your or our control, the consequences of which could not have been avoided even if all due care had been exercised.

**“ITINERARY/RECEIPT”** means a document or documents we issue as a Ticket to Passengers travelling on Electronic Tickets that contains the Passenger’s name, flight information and notices.

**“MONTREAL CONVENTION”** means the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal, 28 May 1999.

**“PASSENGER”** means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also definition of “you”, “your” and “yourself”)

**“PASSENGER COUPON”** or **“PASSENGER RECEIPT”** means that portion of the Ticket issued by us or on our behalf, which is so marked and which ultimately is to be retained by you.

**“REGULATIONS”** means rules, other than these Conditions of Carriage and Tariffs, published by us and in effect on the date of the commencement of carriage, governing the carriage of Passengers and Baggage.

**“SDR”** means a Special Drawing Right as defined by the International Monetary Fund. The currency values of the Special Drawing Right fluctuate and are re-calculated each banking day and are reported regularly in leading financial journals as well as the website of the International Monetary Fund ([www.imf.org](http://www.imf.org)).

**“STOPOVER”** means a scheduled stop on your journey, at a point between the place of departure and the place of destination.

**“TARIFF”** means the published fares, charges and/or related conditions of carriage of an airline filed, which have been filed where required, with the appropriate authorities.

**“TICKET”** means either the document entitled “Passenger Ticket and Baggage Check” or the Itinerary/Receipt of the Electronic Ticket delivered to the Passenger, in each case issued by us or on our behalf and includes the Conditions of Contract, notices and coupons.

**“UNCHECKED BAGGAGE”** means any of your Baggage other than Checked Baggage including all items brought by you into the aircraft cabin.

**“WARSAW CONVENTION”** means whichever of the following instruments are applicable:

- the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929;
- the Warsaw Convention as amended at The Hague on 28 September 1955;
- the Warsaw Convention as amended by Additional Protocol No. 1 of Montreal (1975);
- the Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975);
- the Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975);
- the Guadalajara Supplementary Convention (1961).

## **ARTICLE 2: APPLICABILITY**

### **2.1 GENERAL**

- 2.1.1 Except as provided in Articles 2.2 and 2.4, these Conditions of Carriage apply to all flights, or flight segments, operated by us under our Airline Designator Code and in any case where we have a legal liability to you in relation to your flight.
- 2.1.2 These Conditions also apply to gratuitous and reduced fare carriage except to the extent that we have provided otherwise in our Regulations or in the relevant contracts, passes or Tickets.
- 2.1.3 These Conditions are written in the English language and may be translated into other languages. In the event of inconsistency, the English version shall prevail.

### **2.2 CHARTER OPERATIONS**

If carriage is performed pursuant to a charter agreement, these Conditions of Carriage apply only to the extent they are incorporated, by reference or otherwise, on the Ticket or other agreement with the Passenger.

### **2.3 CODESHARES**

- 2.3.1 On some services we may have arrangements with other carriers known as “Codeshares”.

This means that even if you have a reservation with us and hold a Ticket where our name or Airline Designator Code is indicated as the Carrier, another Carrier may operate the aircraft. If such arrangements apply, we will advise you of the name of the other Carrier operating the aircraft at the time you make a reservation. Where the identity of an operating Carrier is not known at the time of reservation, or where there is a change of operating carrier post-reservation, we will inform you of the operating Carrier's identity as soon as that information is established.

- 2.3.2 Each of our Codeshare partners has rules regarding the operation of its own flights and these may differ from the rules applied to our own flights, and such rules are incorporated herein by reference and form a part of your contract for carriage to the extent they apply. Such rules may include, but are not limited to, check-in times, the carriage of unaccompanied minors, refusal of carriage, the carriage of animals and denied boarding compensation.
- 2.3.3 Complicated passenger services, such as unaccompanied minors, stretchers, medical

cases, deportee cases, on codeshare marketing flights will not be accepted by us on our codeshare partners' behalf. Passengers are required to make such arrangements with the operating carrier directly.

## **2.4 OVERRIDING LAW**

- 2.4.1 These Conditions of Carriage are applicable unless they are inconsistent with the applicable Convention, Tariff, or applicable laws in which event such Convention, Tariff, or laws shall prevail.
- 2.4.2 Carriage hereunder is subject to the rules and limitations relating to liability established by the applicable Convention, unless such carriage is not 'international carriage' as defined by that Convention.
- 2.4.3 If any provision of these Conditions of Carriage is invalid under any applicable laws, the other provisions shall nevertheless remain valid under that law.
- 2.4.4 If these Conditions of Carriage are inconsistent with the Carrier's Regulations, these Conditions of Carriage will apply.



## **ARTICLE 3: TICKETS**

### **3.1 GENERAL PROVISIONS**

- 3.1.1 We will provide carriage only to the Passenger named on the Ticket, and you may be required to produce appropriate identification.
- 3.1.2 We sell some Tickets at discounted fares which may be partially or completely non-refundable. You should choose the fare which best suits your needs and consider taking out insurance to cover instances where you might have to cancel your Ticket.
- 3.1.3 If you have a Ticket, as described in Article 3.1.2 above, which is completely unused, and you are prevented from travelling due to Force Majeure, provided that you promptly advise us and furnish evidence of such Force Majeure, we will provide you with a credit of the non-refundable amount of the fare, for future travel on us, subject to deduction of a reasonable administration fee, except as provided under applicable laws or Convention.
- 3.1.4 Your Ticket is our property at all times if it was issued by us or our Authorised Agents. If your Ticket was issued by or on behalf of another airline, it is the property of the airline which issued it.
- 3.1.5 Except in the case of an Electronic Ticket, you shall not be entitled to be carried on a flight unless you present a valid Ticket containing the Flight Coupon for that flight and all other unused Flight Coupons and the Passenger Coupon. Furthermore, you shall not be entitled to be carried if the Ticket presented is mutilated or if it has been altered otherwise than by us or an Authorised Agent. In the case of an Electronic Ticket, you shall not be entitled to be carried on a flight unless the Electronic Ticket was issued in your name and you can demonstrate that you are the person named on it by providing appropriate identification.
- 3.1.6 In case of loss or mutilation of a Ticket or part of it or non-presentation of a Ticket containing the Passenger Coupon and all unused Flight Coupons, we will, upon your request and subject to the Carrier's Regulations, replace such Ticket (or part of it) by issuing a new Ticket, if there is readily ascertainable and sufficient evidence at the time, that a Ticket valid for the flight(s) in question was duly issued. Any replacement is subject to you signing an agreement to reimburse us up to the value of the original Ticket for necessary and reasonable costs or losses incurred by us or another Carrier for misuses of the Ticket. We will not claim reimbursement from you for any such losses which result from our own negligence. The issuing Carrier

may charge a reasonable administration fee for this service, unless the loss or mutilation was due to the negligence of the issuing Carrier, or its agents.

3.1.7 Except as required under applicable laws or Conventions, if the necessary evidence required under Article 3.1.6 is not available or the agreement to reimburse our costs and losses is not signed, you may be required to pay up to the full Ticket price for a replacement Ticket, subject to refund if and when the original issuing Carrier is satisfied that the lost or mutilated Ticket has not been used before the expiry of its validity. If, upon finding the original Ticket before the expiry of its validity, you surrender it to the Carrier issuing the new Ticket, the foregoing refund will be processed at that time.

3.1.8 Your Ticket is not transferable unless we are required to transfer your Ticket under any applicable laws. If someone other than the person entitled to be carried on a Ticket travels pursuant to that Ticket or is given a refund in connection therewith, we shall not be liable to the person so entitled if, in good faith we provide carriage, or make a refund. If we are required to transfer your Ticket pursuant to any applicable laws, you must:

- (i) Prove to us or our Authorised Agent that you have satisfied the requirements of any applicable laws and are entitled to transfer your Ticket;
- (ii) Give us or our Authorised Agent reasonable notice of your intention to transfer your Ticket before your date of departure;
- (iii) Give us or our Authorised Agent the full name, address and contact number of the person to whom you want your Ticket to be transferred;
- (iv) Deliver your Ticket to us or our Authorised Agent; and
- (v) Pay the reasonable fees and charges incurred by us in transferring your Ticket.

3.1.9 A Ticket is valuable and you should take appropriate measures to safeguard it and ensure it is not lost or stolen.

## **3.2 PERIOD OF VALIDITY**

3.2.1 Your Ticket is valid for carriage for one year from the date of commencement of travel or if no portion of the Ticket is used, from the date of issue thereof, except as otherwise provided on the Ticket, these Conditions or Carrier's Regulations.

3.2.2 If you are prevented from travelling within the period of validity of the Ticket because we:

- (i) cancel the flight on which you hold a reservation; or
- (ii) omit a scheduled stop, being your place of departure, place of destination

- or a Stopover; or
- (iii) fail to operate a flight reasonably according to schedule; or
- (iv) cause you to miss a connection; or
- (v) substitute a different class of service; or
- (vi) are unable to provide previously confirmed space;
- (vii) the validity of your Ticket will be extended until the first flight on which space is available in the class of service for which the fare has been paid.

3.2.3 When you are prevented from travelling within the period of validity of the Ticket because at the time you request reservations we are unable to provide space on the flight, the validity of such Ticket will be extended until our first flight on which space is available in the class of service for which the fare has been paid or you may be entitled to a refund.

3.2.4 When you are prevented from travelling within the period of validity of the Ticket by reason of illness after having commenced your journey, we may extend the period of validity of your Ticket until the date when you become fit to travel or until our first flight after such date, from the point where the journey is resumed on which space is available in the class of service for which the fare has been paid. Such illness must be attested to by an original valid medical certificate issued by a licensed medical practitioner. When the Flight Coupons remaining on the Ticket, or in the case of an Electronic Ticket, the Electronic Coupon, involve one or more Stopovers, the validity of such Ticket may be extended for not more than three months from the date shown on such certificate. In such circumstances, we will similarly extend the period of validity of Tickets of other members of your immediate family accompanying you.

3.2.5 In the event of death of a Passenger en-route, the Tickets of the persons accompanying the Passenger may be modified by waiving the minimum stay and extending the validity. In the event of a death in the immediate family of a Passenger who has commenced travel, the validity of the Passenger's Tickets and those of his or her immediate family who accompanied the Passenger may likewise be modified. Any such modification shall be made upon receipt of a valid death certificate and any such extension of validity shall not be for a period longer than forty-five (45) Days from the date of the death.

### **3.3 COUPON SEQUENCE AND USE**

3.3.1 We will honour Flight Coupons only for the transportation in the sequence from the place of departure as shown on the Ticket. The Ticket may not be valid and we may not honour the Ticket if the Coupons are not used in the sequence provided on the Ticket and you commence your journey at any Stopover or agreed stopping

place.

- 3.3.2 You must contact us in advance if you wish to change any aspect of your transportation.

The fare for your new transportation will be calculated and you will be given the option of accepting the new price or maintaining your original transportation as ticketed. Except as required under applicable laws or Convention, should you be required to change any aspect of your transportation due to Force Majeure, you must contact us as soon as practicable, and subject to the provision of satisfactory evidence to us of Force Majeure, we will use reasonable efforts to transport you to your next Stopover or final destination, without recalculation of the fare.

- 3.3.3 Except as required under applicable laws or Convention, if you change your transportation without our agreement, your unused Flight Coupons will not be valid for travel and will have no value and we will not carry you until we or our Authorised Agent have recalculated the revised fare for your actual transportation and you have paid the difference (if any) between the price you have paid and the total price applicable for your revised transportation. We will refund you the difference if the new price is lower.

- 3.3.4 Many fares are valid only on the dates and for the flights shown on the Ticket and may not be changed at all, or only upon payment of an additional fee.

- 3.3.5 Each Coupon contained in your Ticket will be accepted for carriage in the class of service on the date and flight for which space has been reserved. When a Coupon is originally issued without a reservation being specified, space may be later reserved subject to our Tariff and the availability of space on the flight requested.

- 3.3.6 Except as required under applicable laws or Convention, if you fail to cancel a booking before the check-in deadline for your flight and do not show up for the flight, we may decide to cancel your return or onward reservations.

#### **3.4 CARRIER'S NAME AND ADDRESS**

Our name may be abbreviated on the Ticket. Our address shall be deemed to be the airport of departure shown opposite the first abbreviation of our name in the "Carrier" box on the Ticket, or in the case of an Electronic Ticket, as indicated for our first flight segment in the Itinerary/Receipt.

**ARTICLE 3A**  
**STOPOVERS**

- 3A.1 Stopovers may be permitted at Agreed Stopping Places subject to applicable government requirements and our Regulations.
- 3A.2 Stopovers must be arranged with us in advance and specified on the ticket.

**ARTICLE 4:**  
**FARES, TAXES, FEES AND CHARGES**

**4.1 FARES**

4.1.1 Your fare covers transporting you from the airport at the place of departure to the airport at the place of destination, unless otherwise expressly stated. Fares do not include ground (road, rail) or maritime transport service between airports and between airports and town terminals. We are not liable for the acts or omissions of any operator of any ground transport services and we are not be liable therefore by reason of anything done by our employee or agent in assisting the Passenger to avail of such services. In cases where we provide ground transport services, these Conditions and Carrier's Regulations shall be deemed applicable to such services and any additional charges payable for the use of such services in accordance with our Carrier's Regulations shall not be refundable if such services are not used by the Passenger.

4.1.2 Your fare will be calculated in accordance with our Tariff in effect on the date of payment of your Ticket for travel on the specific dates and itinerary shown on it. Should you change your itinerary or dates of travel, this may change the fare to be paid.

**4.2 APPLICABLE FARES**

4.2.1 Applicable fares are those published by or on behalf of Carrier or, if not so published, constructed in accordance with Carrier's Regulations. Subject to government requirements and Carrier's Regulations, applicable fares are for the flight or flights in effect on the date of commencement of the carriage covered by the first Flight Coupon of the Ticket, or in the case of an Electronic Ticket, as indicated for the first flight segment in the itinerary/receipt. When the amount collected is not the applicable fares, the difference shall be refunded to or collected from the Passenger, as may be appropriate.

**4.3 TAXES, FEES, CHARGES AND SURCHARGES**

4.3.1 Applicable taxes, fees, charges and surcharges imposed by governments or other authorities, or by the operators of the airport, in respect of a Passenger or the use by a Passenger of any services or facilities ("Charges") are payable by you. At the time you purchase your Ticket, you will be advised of the Charges. The Charges are constantly changing and may be imposed after the date of Ticket issuance. If there is an increase in the Charges or if any Charges are imposed after the date of Ticket issuance, you will, except as limited by applicable laws, be obliged to pay it. If any Charges which you have paid to us at the time of Ticket issuance are abolished

or reduced, you will be entitled to claim a refund in accordance with applicable laws.

- 4.3.2 Some additional charges, surcharges or fees imposed by us or by another Carrier (“Carrier Surcharges”) shall also be payable by you. At the time you purchase your Ticket such Carrier Surcharges will normally be incurred and charged which may be refunded only in accordance with any applicable rules or policies that we may have published subject to the payment of any administrative fee as we may determine as applicable to such refund. At the time your Ticket is re-issued for change of any sector or routing, these Carrier Surcharges are subject to change and we reserve the right, except as limited by applicable laws, to require you to pay new Carrier Surcharges (or increases to existing ones) at any time up until the flight to which the relevant Carrier Surcharges may apply has been fully performed.

#### **4.4 CURRENCY**

Fares, taxes, fees, surcharges and charges are payable in the currency acceptable to us. When payment is made in a currency other than the currency in which the fare is published, such payment will be made at the rate of exchange established in accordance with the Carrier’s Regulations.

#### **4.5 ROUTING**

Unless otherwise provided in Carrier's Regulations, fares apply only to routings published in connection therewith. If there is more than one routing at the same fare, the Passenger may specify the routing prior to issue of the Ticket. If no routing is specified, Carrier may determine the routing.

## **ARTICLE 5: RESERVATIONS**

### **5.1 RESERVATION REQUIREMENTS**

- 5.1.1 Reservations are not confirmed until recorded as accepted by Carrier or its Authorised Agent.
- 5.1.2 Certain fares have conditions which limit or exclude your right to change or cancel reservations.

### **5.2 TICKETING TIME LIMITS**

If you have not paid for the Ticket prior to the specified ticketing time limit as advised by us or our Authorised Agents, we may cancel your reservation without notification.

### **5.3 PERSONAL DATA**

- 5.3.1 Please refer to Privacy Policy as published on our website which may be updated from time to time.
- 5.3.2 It is your responsibility to provide, either by yourself or through your travel agent, accurate contact information particularly email address and mobile phone number or any other valid and accessible mode of communication to us, in order for us to contact you, in particular the circumstances of delays, rerouting and cancellation of flights as mentioned below. We are not liable for any failed or missed communication with you in the circumstances of your incomplete, wrong or inaccurate contact information.

### **5.4 SEATING**

- 5.4.1 Subject to restrictions on certain types of fare family, we do not guarantee to provide any particular seat in the aircraft but we will endeavour to honour advance seating requests. You agree to accept any seat that may be allotted on the flight in the class of service for which the Ticket has been issued. We have the right to assign or reassign seats at any time, even after boarding of the aircraft for operational, safety, security or other reasons.
- 5.4.2 In the case of a Passenger with a disability, we will provide seating accommodation in accordance with applicable laws.

### **5.5 OTHER SERVICES**

Whilst we will try to ensure that relevant services are available for your flight, for operational reasons or restrictions on certain types of fare family, we do not make any guarantees about the provision or availability of in-flight entertainment



equipment and advertised programmes; meals, advertised special meals or any other type of meals (including special dietary or religious meals); or the availability of advertised in-flight services, except as provided by applicable laws or Convention or our Tarmac Delay Plan.

## **5.6 RECONFIRMATION OF RESERVATIONS**

Onward or return reservations may be subject to the requirement to reconfirm the reservation within specified time limits. We will advise you when we require reconfirmation, and how and where it should be done. If it is required and you fail to reconfirm, we may cancel your onward or return reservations.

## **5.7 CANCELLATION OF ONWARD RESERVATIONS**

If you wish to reschedule or cancel your flights, please contact the reservation/ticketing office of Hong Kong Airlines or your travel agent(s) for arrangement. If you fail to advise us and do not show up for any flight, we may cancel or request cancellation of any onward or return reservations.

## **5.8 OVERBOOKING OF FLIGHTS**

In order to minimize the influence of no-shows and to enable seats to be used by passengers who otherwise would not be able to travel on their chosen flight, we, as well as most major airlines, may take overbooking on our services. By careful monitoring and control, we do our utmost to match the number of available seats to the number of passengers that we expect will show up on the flight. In addition, the occurrence of any Force Majeure events (e.g. act of god, war, adverse weather conditions, political or military acts, or any other events that are not within our control) may also lead to overbooking of flights and that the availability of seats cannot be guaranteed for such reasons. Whilst we make every effort to provide seats for which confirmed reservations have been made, no absolute guarantee of seat availability is denoted by the expression reservations, bookings, status and the timings attached to them. We operate compensation schemes, in accordance with the applicable laws and our compensation policy to passengers with confirmed reservations who are involuntarily denied carriage because of non-availability of seats.

**ARTICLE 6:**  
**CHECK-IN AND BOARDING**

- 6.1 Check-in Deadlines are different at every airport. You should arrive at our check-in location well ahead of the Check-in Deadlines of the scheduled flight departure to permit completion of any government formalities and departure procedures. All check-in counters will close 40 minutes before the scheduled departure time. If you do not complete the check-in process of you and your Baggage by the check-in deadline, we may decide to cancel your reservation and not carry you. By completing the check-in process we mean that you have received your boarding pass for your flight.
- 6.2 The boarding gates will close 20 minutes before departure. If you fail to arrive in time at the boarding gate or appear improperly documented (please refer to Article 13.2 regarding travel documents) and are not ready to travel, we may cancel the space reserved for you and will not delay the flight.
- 6.3 We will not be liable to you for any loss or expense incurred due to your failure to comply with the provisions of this Article.

**ARTICLE 7:**  
**REFUSAL OF AND LIMITATION ON CARRIAGE**

**7.1 RIGHT TO REFUSE CARRIAGE**

We may refuse carriage of you or your Baggage if we have notified you in writing that we would not at any time after the date of such notice carry you on our flights due to any violations of the rules listed in this Section 7.1. We may also refuse carriage of you or your Baggage for reasons of safety or if you have failed to comply with crew instructions related to safety or security or, in the exercise of our reasonable discretion, we determine that:

- 7.1.1 such action is necessary in order to comply with any applicable laws, regulations, or orders of any state or country to be flown from, into or over; or
- 7.1.2 you refuse our requests for information about yourself including information required by government authorities; or
- 7.1.3 your mental or physical state, including your impairment from alcohol or drugs, presents a safety or health hazard or risk to yourself, to Passengers, to crew, or to property or may materially affect the comfort of other Passengers or crew (unless otherwise prohibited by applicable laws); or
- 7.1.4 you are, or we reasonably believe you to be, in unlawful possession of drugs; or
- 7.1.5 you have used threatening, abusive or insulting words or have behaved in a threatening, abusive, insulting or disorderly way towards our ground staff or a member of the crew; or
- 7.1.6 you have deliberately interfered with a member of the crew carrying out their duties; or
- 7.1.7 you have committed a criminal offence during the check-in or boarding processes or on board the aircraft; or
- 7.1.8 you have refused to submit to a security check for yourself or your Baggage, or having submitted to such a check, you fail to provide satisfactory answers to security questions at check-in or at the boarding gate, or you fail a security profiling assessment/analysis, or you tamper with or remove any security seals on your Baggage or security stickers on your boarding pass; or

- 7.1.9 you have not fully paid the applicable fare, taxes, fees, charges or surcharges in which event, we may suspend your Ticket until all outstanding amounts paid and cancel your Ticket if you fail to pay within a reasonable time; or
- 7.1.10 you do not appear to have valid travel documents; or
- 7.1.11 you seek to enter a country through which you are in transit; or
- 7.1.12 you destroy your travel documents during flight; or
- 7.1.13 you refuse to surrender your travel documents to the flight crew, against receipt, when so requested by us; or
- 7.1.14 you present a Ticket that has been altered by anyone other than us or our Authorised Agent or is invalid, or is spoiled, torn, damaged, mutilated or has been tampered with. (We have the right to retain such Ticket); or
- 7.1.15 you present a Ticket that has been acquired unlawfully; or
- 7.1.16 you present a Ticket that has been reported as being lost or stolen; or
- 7.1.17 you present a Ticket that is a counterfeit Ticket; or
- 7.1.18 you cannot prove that you are the person named on the Ticket; or
- 7.1.19 you have refused or failed to undergo a health screening or health examination requested by us or by a government or enforcement agency; or
- 7.1.20 you fail to comply with the requirements set forth in Article 3.3 above concerning coupon sequence and use, or you present a Ticket which has been issued or altered in any way, other than by us or our Authorised Agents; or
- 7.1.21 you have failed to arrive at the boarding gate in time; or
- 7.1.22 you have failed to present yourself for check-in in time; or
- 7.1.23 you fail to observe our instructions; or
- 7.1.24 you have committed one of the acts or omissions referred to above on or in connection with a previous flight and we believe you may repeat such behaviour; or

7.1.25 you try to travel while a refusal of carriage notice we have served on you is in force.

## **7.2 CONSEQUENCES OF REFUSAL TO CARRY OR REMOVAL OF PASSENGER**

If we have, in the exercise of our reasonable discretion, refused to carry you, or removed you en route for any of the reasons mentioned under Article 7.1, or for any other reason, then we may cancel the remaining unused portion of your Ticket. In such circumstances you will not be entitled to further carriage or to a refund either in respect of the sector that was the subject of the refusal of carriage or removal, or any subsequent sectors covered by the Ticket, and we shall have no liability whatsoever to you for any consequential losses arising out of our refusal to carry you or our decision to remove you from the aircraft.

## **7.3 LIMITATION OF CARRIAGE**

7.3.1 Acceptance for carriage of unaccompanied children, incapacitated persons, pregnant women, persons with illness or other people requiring special assistance may require prior arrangement with us in accordance with the Carrier's Regulations. For Passengers with a disability, please also see Article 17.

7.3.2 We may provide special assistance under this Article 7.3 at a charge.

7.3.3 With reference to Article 2.3.3, arrangements for complicated passenger services on codeshare flights, such as unaccompanied minors, stretchers, medical cases, deportee cases must be made direct with the operating carrier.

## **7.4 ITEMS REMOVED FROM PASSENGERS BY AIRPORT SECURITY PERSONNEL**

7.4.1 We will not be responsible for, nor have any liability in respect of, items removed from you or your Baggage by airport security personnel acting in accordance with international or government regulations, whether or not any such items are subsequently retained or destroyed by such airport security personnel, or are passed by such airport security personnel to us.

**ARTICLE 8:  
BAGGAGE**

**8.1 ITEMS UNACCEPTABLE AS BAGGAGE**

8.1.1 You must not include in your Baggage:

8.1.1.1 items which do not constitute 'Baggage' as defined in Article 1 hereof;

8.1.1.2 items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations, and in the Carrier's Regulations;

8.1.1.3 items the carriage of which is prohibited by the applicable laws, regulations, orders, directives or the like of any state to be flown from, or to;

8.1.1.4 items which are reasonably considered by us to be unsuitable for carriage because they are dangerous, unsafe or because of their weight, size, shape content or character, or for safety, security or operational reasons, or the comfort of other Passengers, or because they are fragile or perishable.

8.1.2 If you are in possession of, or if your Baggage includes any firearms or munitions, you must seek our permission before you check in, and you must present them to us for inspection prior to commencement of carriage. We may, at our sole discretion, refuse to carry firearms and munition. If we accept such articles for carriage, we may charge a handling fee for their carriage and they will only be carried as Checked Baggage and remain in our custody until your arrival at the airport building at the place of destination. Carriage of firearms and munitions is subject to ICAO and IATA regulations and applicable government regulations.

8.1.3 Weapons such as antique firearms, swords, knives and similar items may be accepted as Checked Baggage, at our sole discretion, but will not be permitted in the cabin.

8.1.4 You must not include in your Checked Baggage any fragile, perishable or valuable items including but not limited to: keys, artwork, cameras, money, jewellery, precious metals, silverware, medicines, drugs, computers, diving computers, personal electronic devices, negotiable papers, share certificates, securities, business documents, passports and other identification documents or samples, commercial

goods and odd-sized articles.

## **8.2 RIGHT TO REFUSE CARRIAGE**

- 8.2.1 We may refuse carriage as Baggage of such items described in Article 8.1 as are prohibited from carriage as Baggage and we may refuse further carriage of any such items on discovery thereof.
- 8.2.2 For security, safety or operational reasons, we may refuse to carry as Baggage any item which does not belong to you and which you have pooled with your own Baggage. Except as provided by applicable laws and Convention, we do not accept liability for such Baggage and reserve the right to seek indemnity from you in respect of claims or losses incurred as a result of Damage caused to it.
- 8.2.3 Unless advance arrangements for its carriage have been made with us, we may carry any Baggage which exceeds the applicable Baggage allowance on a flight other than the one we carry you on, subject to your paying the charges specified in Article 8.6.
- 8.2.4 We may refuse to accept Baggage for carriage as Checked Baggage unless it is in our reasonable opinion properly and securely packed in suitable suitcases or other appropriate containers to ensure safe carriage with ordinary care in handling.
- 8.2.5 We will not refuse to carry wheelchairs or other disability-assistive devices of Passengers, provided that such carriage would not violate relevant safety, hazardous materials or safety requirements. You should inform us at the time of booking of your special assistance needs so we may have adequate time to make appropriate arrangements.
- 8.2.6 We and our agents shall not check through Baggage for other Carriers where we do not have an interline agreement with them. You should check whether we have an interline agreement with such other Carrier(s) in advance if you plan to (a) connect with flight(s) of other Carrier(s) after taking our flight(s); or (b) connect with our flight(s) after taking flight(s) of other Carrier(s). If such other Carrier(s) do(es) not have an interline agreement with us, you should clear your Baggage and have it checked-in and re-tagged for the next flight. In such circumstances, we are not liable for any loss, damage or delay to your journey or Baggage.

## **8.3 RIGHT OF SEARCH**

- 8.3.1 For reasons of safety and security, we may request you to permit a search (including the possibility of a scan such as x-ray scanning) to be made of your person or your Baggage. We may search or have searched the Passenger's Baggage in your absence if you are not available for the purpose of determining whether you are in possession of or whether your Baggage contains any item described in Article 8.1.1 or any

firearms, munitions or weapons which have not been presented to us in accordance with Article 8.1.2 or 8.1.3. If you are unwilling to comply with such requests we may refuse to carry you and your Baggage.

- 8.3.2 Except as required by applicable laws or Convention, we are not liable for any Damage caused to you or your Baggage due to the search except to the extent that such Damage is caused to you or your Baggage due to our negligence or wilful misconduct.

#### **8.4 CHECKED BAGGAGE**

- 8.4.1 Upon delivery to us of your Baggage which you wish to check, we will take custody thereof and issue a Baggage Identification Tag, for each piece of your Checked Baggage.

- 8.4.2 If Baggage has no name, initial or other personal identification, the Passenger shall affix such identification to the Baggage prior to acceptance by us.

- 8.4.3 Checked Baggage will be carried on the same aircraft as you, unless, for safety, security, or operational reasons, we decide that this is impracticable, in which case we will carry the Checked Baggage on our next flight on which space is available.

- 8.4.4 If your Checked Baggage is carried on a subsequent flight, we will deliver it to you unless applicable laws require you to be present for customs clearance.

#### **8.5 BAGGAGE ALLOWANCE**

- 8.5.1 You may carry some Baggage as specified and subject to the conditions and limitations in the Carrier's Regulations or restrictions on certain types of fare family. Your Baggage allowance will depend on, amongst other things, our current Baggage regulations, your class of travel and the types of fare family. Certain types of fare family do not include any free check-in baggage allowance and you may purchase Baggage allowance with an additional fee; whilst others include an applicable free check-in Baggage allowance and such allowance may change from time to time without prior notice. Your Baggage allowance will be shown on your Ticket, or in the case of an E-Ticket, in your Itinerary/Receipt. Further information is available on our website, or upon request from us or our Authorised Agents.

- 8.5.2 Subject to these conditions, the Carrier's Regulations and Baggage allowance for certain flights which may have lower maximum permitted weight, the maximum permitted weight for a single item of Checked Baggage is 32kgs/70lbs. We shall have no liability to you whatsoever for any loss, Damage or delay arising as a result of your failure to comply with the above weight limit and the need to repack or split



overweight Baggage.

- 8.5.3 Where two or more Passengers, travelling as one party to a common destination or point of Stopover by the same flight, present themselves and their Baggage for travelling at the same time and place, they may be permitted to, subject to the Carrier's Regulations, a total baggage allowance equal to the combination of their individual baggage allowances.

## **8.6 EXCESS BAGGAGE**

You shall pay a charge for the carriage of Baggage in excess of the Baggage allowance at the rate and in the manner provided in the Carrier's Regulations.

## **8.7 UNCHECKED BAGGAGE**

- 8.7.1 Baggage which you carry on to the aircraft must fit under the seat in front of the Passenger or in an enclosed storage compartment in the cabin. Items we determine to be of excessive weight or size or we otherwise consider unsafe will not be permitted in the cabin and must be carried as Checked Baggage. We may specify maximum dimensions and/or weight for Baggage which you carry onto the aircraft.

- 8.7.2 Except as provided by applicable laws, objects not suitable for carriage in the cargo compartment (such as delicate musical instruments) and which do not meet the requirements in Article 8.7.1 above, will only be accepted for carriage in the cabin compartment if you have given us due notice in advance and permission has been granted by us. Except as provided by applicable laws, the carriage of such objects may be charged for separately.

## **8.8 COLLECTION AND DELIVERY OF CHECKED BAGGAGE**

- 8.8.1 Save for the situation specified in Article 8.4.4 above, you shall collect your Checked Baggage as soon as it is made available at your destination or, if the Stopover is greater than 24 hours, at the Stopover. We may charge you a storage fee if your Checked Baggage is not collected within a reasonable time. We may dispose of your Checked Baggage without any liability to you if it is not claimed within three (3) months from the time it is made available.

- 8.8.2 Only the bearer of the Baggage Check and Baggage Identification Tag is entitled to delivery of Checked Baggage. We do not take any responsibility for ensuring that the bearer of the Baggage Check is entitled to delivery.

- 8.8.3 If a person claiming the Baggage is unable to produce the Baggage Check and identify the Baggage by means of a Baggage Identification Tag, we will deliver the

Baggage to such person only on condition that he or she establishes to our satisfaction his or her right to the Baggage thereto, and if required by us, such person shall furnish adequate security to indemnify us for any loss, damage or expense which may be incurred by us as a result of such delivery.

- 8.8.4 Except as provided by applicable laws or Convention, acceptance of Baggage by the bearer of the Baggage Check without complaint at the time of delivery shall constitute sufficient evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage.

## **8.9 ANIMALS**

We reserve the right at our absolute discretion, but subject to applicable laws, to refuse to carry animals. If we agree to carry your animal(s) they will be carried subject to the following conditions:

- 8.9.1 Save as provided under Article 8.9.5, animals must be transported as Checked Baggage (suitably containerised and carried within the cargo compartment of the aircraft) and will not be allowed in the passenger cabin.
- 8.9.2 You must ensure that animals and pets are properly crated (or carried in containers which comply with applicable legal requirements or relevant industry standards, including where applicable, the IATA Live Animals Regulations) and are accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit, failing which such animals will not be accepted for carriage. Such carriage may be subject to additional conditions by us, which are available on request.
- 8.9.3 If accepted as Baggage, the animal, together with its container and food, shall not be included in your Baggage allowance but constitute excess Baggage, for which you shall pay the applicable rate.
- 8.9.4 Service dogs accompanying Passengers with disabilities can be carried as Checked Baggage or in the cabin free of charge in addition to the normal Baggage allowance subject to conditions specified by us, which are available upon request, or as required by applicable laws.
- 8.9.5 Acceptance for carriage of animals is subject to the condition that you assume full responsibility for such animal. Where carriage is not subject to the liability rules of the Convention, we are not responsible for injury to or loss, sickness or death of an animal which we have agreed to carry except to the extent that we have been negligent.

8.9.6 We will have no liability in respect of any such animal not having all the necessary exit, entry, health and other documents with respect to the animal's entry into or passage through any country, state or territory and the person transporting the animal must reimburse us for any fines, costs, losses or liabilities reasonably imposed or incurred by us as a result.

**ARTICLE 9:**  
**SCHEDULES, DELAYS AND CANCELLATION OF FLIGHTS**

**9.1 SCHEDULES**

- 9.1.1 We undertake to use our best efforts to carry you and your Baggage with reasonable dispatch and to adhere to published schedules in effect on the date of travel. Times shown on the Ticket, timetables or elsewhere are not guaranteed and do not form part of your contract with us. The flight times shown in published timetables may change between the time of publication and the time you actually travel.
- 9.1.2 Before we accept your booking, we will notify you of the scheduled flight time in effect as of the time of booking, and it will be shown on your Ticket. It is possible we may need to change the scheduled flight time subsequent to issuance of your Ticket. If, after you purchase your Ticket, we make a significant change to the scheduled flight time, which is not acceptable to you, and we are unable to book you on an alternate flight which is acceptable to you, you will be entitled to a refund in accordance with Article 10.

**9.2 CANCELLATION, REROUTING, DELAYS, ETC.**

- 9.2.1 We will take all necessary measures to avoid delay in carrying you and your Baggage. In the exercise of these measures and in order to prevent a flight cancellation, in exceptional circumstances, we may arrange for a flight to be operated on our behalf by an alternative carrier and/or aircraft.
- 9.2.2 Except as otherwise provided by the Convention or the applicable laws, if we cancel a flight, fail to operate a flight reasonably according to the schedule, fail to stop at your destination or Stopover destination, cease to operate a route or cause you to miss a Connecting Flight on which you hold a confirmed reservation, we shall, at your option, either:
- 9.2.2.1 carry you at the earliest opportunity on another of our scheduled services on which space is available without additional charges and; where necessary, extend the validity of your Ticket; or
- 9.2.2.2 within a reasonable period of time re-route you to the destination shown on your Ticket by our own services or those of another Carrier, or by other mutually agreed means and class of transportation without additional charge; or
- 9.2.2.3 make a refund in accordance with the provisions of Article 10.

- 9.2.3 Upon the occurrence of any of the events set out in Article 9.2.2, except as otherwise provided by the Convention or other applicable laws, the options outlined in Articles 9.2.2.1 - 9.2.2.3 are the sole and exclusive remedies available to you and we shall have no further liability to you. Subject to applicable laws and to the extent it applies otherwise, if cancellations or delays are due to inclement weather, air traffic control delays or other events reasonably beyond our control, we shall be under no immediate obligation to comply with Articles 9.2.2.1 - 9.2.2.3 or to provide telephone calls, accommodation, refreshments, meals or transportation, although we shall make reasonable efforts to provide you with assistance.
- 9.2.4 If you are denied boarding against your will on a flight for which you have both a valid ticket and a confirmed reservation or you are involuntarily downgraded to a lower class, we will provide compensation to you in accordance with applicable laws. This will not apply if you fail to meet the check-in and boarding requirements in Article 6 or we exercise our right to refuse to carry you under Article 7.
- 9.2.5 In the event that, for reasons beyond our control, we are unable to land at the airport of your destination and are required to divert to another airport, then the carriage by air shall, unless the aircraft continues to its original destination, be deemed to be completed when the aircraft lands at the diversion airport. We shall however arrange or designate alternative transportation to carry you to your original destination as set out in your Ticket, without additional charge to you.

## **ARTICLE 10:**

### **REFUNDS**

10.1 We will refund a Ticket or any unused portion in accordance with the applicable fare rules and Tariff, as follows:

10.1.1 Except as hereinafter provided in this Article, we shall be entitled to make refund either to the person named on the Ticket, or to the person who has paid for the Ticket upon presentation of satisfactory proof of such payment.

10.1.2 If a Ticket has been paid for by a person other than the Passenger named on the Ticket, and the Ticket indicates that there is a restriction on refund, we shall make a refund only to the person paying for the Ticket, or to that person's order.

10.1.3 Except in the case of lost Tickets, refunds will only be made on surrender to us of the Ticket and all unused Flight Coupons. A refund made to anyone presenting such documents and holding himself or herself out as a person to whom refund may be made pursuant to Article 10.1.1 or 10.1.2 shall be deemed a proper refund and shall discharge us from liability and any further claim for such refund.

### **10.2 INVOLUNTARY REFUNDS**

10.2.1 Except as otherwise provided by applicable laws, if we cancel a flight, fail to operate a flight reasonably according to schedule, fail to stop at your final destination or Stopover, are unable to provide previously confirmed space or cause you to miss a Connecting Flight on which you hold a reservation, the amount of the refund shall be:

10.2.1.1 if no portion of the Ticket has been used, an amount equal to the fare paid; or

10.2.1.2 if a portion of the Ticket has been used, the refund will be the higher of (i) the one way fare (less applicable discounts and charges) from point of interruption to destination or point of next Stopover; or (ii) the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used.

10.2.2 Upon acceptance of a refund by the Passenger on the purchase of a Ticket under these circumstances, we shall be released from any further liability.

### **10.3 VOLUNTARY REFUNDS**

10.3.1 If you are entitled to a refund of your Ticket for reasons other than those set out in Article 10.2, the amount of the refund shall be:

10.3.1.1 if no portion of the Ticket has been used, an amount equal to the fare paid, less any reasonable service charges or cancellation fees; or

10.3.1.2 if a portion of the Ticket has been used, the refund will be an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used, less any reasonable service charges or cancellation fees.

#### **10.4 REFUND ON LOST TICKET**

10.4.1 If a Ticket or portion thereof is lost, refund will be made 3 months after your submission to us a satisfactory proof of loss, a “Letter of Indemnity” and payment of any applicable administration charge, provided the Ticket validity period has already expired, on the conditions that:

10.4.1.1 the lost Ticket, or portion thereof, has not been used, previously refunded or replaced, (except where the use, refund or replacement by or to a third party resulted from our own negligence); and

10.4.1.2 the person to whom the refund is made undertakes under the “Letter of Indemnity”, in such form as may be prescribed by us, to repay to us the amount refunded in the event and to the extent that the lost Ticket or portion of it is used by a third party (except where any fault or use by a third party resulted from our own negligence).

#### **10.5 RIGHT TO REFUSE REFUND**

10.5.1 We may refuse an application of refund after expiry of the validity of the Ticket.

10.5.2 We may refuse a refund on a Ticket which has been presented to us, or to government officials, as evidence of intention to depart from that country, unless you establish to our satisfaction that you have permission to remain in the country or that you will depart from that country by another Carrier or another means of transport.

#### **10.6 CURRENCY**

We reserve the right to make a refund in the same manner and the same currency used to pay for the Ticket.

#### **10.7 BY WHOM TICKET REFUNDABLE**

Voluntary refunds will be made only by the Carrier which originally issued the Ticket or by its agents if so authorised.

**ARTICLE 11:**  
**CONDUCT ABOARD AIRCRAFT**

**11.1 GENERAL**

11.1.1 If, while you are on board the aircraft, we reasonably believe that you have (i) put the aircraft or any person or property on board in danger, or (ii) deliberately interfered with the crew in carrying out their duties, or (iii) failed to obey any instruction of the crew related to safety or security including but not limited to those with respect to the use of seatbelts, smoking, alcohol or drug consumption, or (iv) committed a criminal offence, or (v) allowed your physical or mental state become affected by drink or drugs, or (vi) made a bomb or other security hoax or threat, or (vii) threatened, abused or insulted the crew or other Passengers, or (viii) behaved in a threatening, abusive, insulting or disorderly way towards the crew or other Passengers or (ix) behaved in a manner which causes discomfort, inconvenience, damage or injury to other Passengers or the crew, unless otherwise prohibited by applicable laws, we may take any measure as we think reasonable to prevent you continuing your behaviour, including restraint. When the aircraft lands, we may decide to: (a) make you leave the aircraft, (b) refuse to carry you on the remaining sectors of the journey shown on your Ticket, and (c) report the incident on board the aircraft to the relevant authorities with a view to them prosecuting you for any criminal offences you might have committed.

11.1.2 For safety on board the aircraft, we may at any time refuse to serve you alcohol, or withdraw alcohol that has been served to you. Alcohol purchased by Passengers (whether as duty free purchases at airports, on board other aircraft or otherwise) may only be consumed on board our aircraft at our discretion. We may confiscate any alcohol purchased by Passengers for the duration of the flight and return it to you after disembarkation.

**11.2 INDEMNITY IN RESPECT OF DIVERSION**

If, as a result of your behaviour, we divert the aircraft to an unscheduled place of destination to effect your removal en-route due to behaviour consistent with Article 11.1, you shall indemnify us, our employees, independent contractors, Passengers and any third party for any and all costs, injuries, deaths, losses and damages arising out of such diversion.

**11.3 ELECTRONIC DEVICES**

11.3.1 For safety reasons, we may forbid or limit operation aboard the aircraft of electronic equipment, including, but not limited to, cellular telephones, laptop computers tablets, e- readers, portable recorders, portable radios, MP3, cassette, DVD and CD



players, electronic games, laser products, or transmitting devices including remote or radio controlled toys and walkie-talkies. You must not use these items when we have informed you that they are not permitted to be used. Failure to comply with this Article 11.3.1 may constitute a criminal offence. We expressly reserve the right (without any liability to us whatsoever) to confiscate any electronic devices which you use in contravention on this Article 11.3.1 until you disembark your flight.

11.3.2 Operation of hearing aids and heart pacemakers is permitted.

**ARTICLE 12:**  
**ARRANGEMENTS FOR ADDITIONAL SERVICES**

- 12.1 If we arrange for another company (such as a tour operator, a train company, a ferry or a hotel) to provide any services to you other than carriage by air, including road, rail and sea transport, or if we issue a Ticket or voucher relating to land or sea transportation or other services (other than carriage by air), we are only acting as your agent in making the arrangements or issuing the Tickets and we shall have no liability to you for such services. The terms and conditions of the third party service providers will apply.
- 12.2 If we are also providing surface (land or sea) transportation to you, other specific conditions (other than these Conditions of Carriage) will apply to such surface transportation. Such conditions are available from us or our Authorised Agents upon request.

**ARTICLE 13:**  
**ADMINISTRATIVE FORMALITIES**

**13.1 GENERAL**

13.1.1 You (not us) must check the relevant entry requirements for any place you are visiting and you are responsible for obtaining all required travel documents (including a passport), visas and health certificates. You must check and comply with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which you transit.

13.1.2 We shall not be liable to you if (i) you do not have the necessary passports, visas, health certificates and other travel documents as may be required for your journey, or (ii) your passport, visa, health certificates or other travel documents are invalid or out of date, or (iii) you have not obeyed all relevant laws.

**13.2 TRAVEL DOCUMENTS**

13.2.1 Before you travel, you must present to us all exit, entry, health and other documents (including, but not limited to, passports and visas) required by laws, regulations, orders, demands or requirements of the countries concerned, and permit us to take and retain copies thereof. You may be asked to deposit your passport or equivalent travel document with a member of the crew until the end of the flight. We reserve the right to refuse carriage if you have not complied with applicable laws, regulations, orders, demands or requirements or if your travel documents do not appear to be in order or you do not permit us to take and retain copies thereof.

**13.3 REFUSAL OF ENTRY**

13.3.1 If you are refused entry into any country, you must pay (i) any fine, penalty or charge imposed on us by the government concerned, (ii) any detention costs we are charged, (iii) the cost of transporting you back to your place of departure, and (iv) any other costs we reasonably pay or agree to pay.

13.3.2 We will not refund you the fare for carrying you to the place you were denied entry.

**13.4 PASSENGER RESPONSIBLE FOR FINES, DETENTION COSTS, ETC.**

13.4.1 If we are required to pay or deposit any fine or penalty or to incur any expenditure by reason of your failure to comply with laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents, you shall reimburse us, any amount so paid or any expenditure so incurred. We may use toward such payment or expenditure the value of any unused carriage on your Ticket, or any of your funds in our possession.

### **13.5 CUSTOMS INSPECTION**

13.5.1 If required, you shall be present when your Baggage is inspected by customs or other government officials. We are not liable to you for any loss or damage suffered by you in the course of such inspection or through your failure to comply with this requirement.

### **13.6 SECURITY INSPECTION**

13.6.1 You must allow security checks by government or airport officials, other Carriers or us.

**ARTICLE 14:**  
**SUCCESSIVE CARRIERS**

Carriage to be performed by us and other Carriers under one Ticket, or a Conjunction Ticket is regarded as a single operation for the purposes of the Conventions. However, your attention is drawn to Article 15 in relation to our liability for such carriage.

**ARTICLE 15:**  
**LIABILITY FOR DAMAGE**

15.1 The conditions of carriage of each Carrier involved in your journey and the applicable laws govern its liability to you. Other Carriers may have different limits of liability. Applicable laws may include the Warsaw Convention, or the Montreal Convention, and/or laws which apply in individual countries.

**OUR LIABILITY FOR DAMAGE TO BAGGAGE**

15.2 If we issue a Ticket for you to be carried on another Carrier or we check in Baggage for carriage on another Carrier, we do so only as agent for that carrier. If you have a claim for Checked Baggage, you may make it against the first or last Carrier or against the Carrier performing the carriage during which the damage took place.

15.3 We are not liable in any way whatever for damage to or loss of items which you include in your Checked Baggage (other than damage caused by delay which is covered by Article 15.8 below), unless the damage or loss of items which you include in your Checked Baggage was caused by our negligence or the negligence of our agents. In the event of any claim for damage, delay or loss, we may avail ourselves of all defences of contributory negligence specified in the Convention.

15.4 We are not liable in any way whatever for damage to or loss of items which you include in your Unchecked Baggage (other than damage caused by delay which is covered by Article 15.8 below), unless the damage or loss of items which you include in your Unchecked Baggage was caused by our negligence or the negligence of our agents. In the event of any claim for damage, delay or loss, we may avail ourselves of all defences of contributory negligence specified in the Convention.

15.5 Subject to Article 15.6, for claims which the Warsaw Convention applies, our liability in the case of Damage to Checked Baggage shall be limited to 17 SDRs per kilogram and in the case of Damage to Unchecked Baggage 332 SDRs per Passenger. For claims which the Montreal Convention applies, our liability for damage to both Unchecked and Checked Baggage, including Damage caused by delay is limited to 1,131 SDRs per Passenger. In either case if in accordance with applicable laws different limits of liability are applicable such different limits shall apply.

15.6 Article 15.5 will not apply to our liability for damage to your Baggage where you prove that the damage resulted from an act or omission by us or our agents carried out either (i) with the intention of causing damage; or (ii) recklessly and with

knowledge that damage would probably result, and you prove that our employees or agents responsible for the act or omission were acting within the scope of their employment.

- 15.7 Where the actual value or replacement cost of your Baggage exceeds our liability as described under this Article 15 you are strongly advised to ensure that your Baggage is fully insured.
- 15.8 We are not liable for damage to Baggage caused by delay if we prove that we and our agents took all reasonable measures to avoid the damage or that it was impossible for us or our agents to take such measures.
- 15.9 If the weight of your Checked Baggage is not recorded on the Baggage Check, it is presumed that the total weight of the Checked Baggage does not exceed the applicable baggage allowance for the class of carriage concerned.
- 15.10 We shall have no liability where Damage results from the inherent defect, quality or vice of your Baggage. Save to the extent inconsistent with applicable laws, we will not be liable for fair wear and tear of Baggage resulting from the usual and normal rigours of transportation by air.
- 15.11 We are not liable for any damage caused by your Baggage. You are responsible for any Damage caused by your Baggage to other people and property, including our property, and you shall indemnify us for all losses and expenses incurred by us as a result thereof.

#### **OUR LIABILITY FOR DAMAGE TO PASSENGERS**

- 15.12 Our liability for proved damages sustained in the event of death, wounding or any other bodily injury by a Passenger in the event of an accident shall be subject to the applicable laws, the Convention and as described hereinafter.
- 15.13 For any recoverable damages up to and including the sum of the equivalent of 113,100 SDRs, we shall not exclude or limit our liability.
- 15.14 Notwithstanding Article 15.13, if we prove that the damage was caused by, or contributed to by, the negligence or other wrongful act or omission of the injured or deceased Passenger or of the person claiming compensation we may be exonerated wholly or partly from our liability in accordance with applicable laws.
- 15.15 To the extent that damages under this Article 15.15 may potentially exceed 113,100 SDRs they will be reduced accordingly if we prove that the damage was not due to

the negligence or other wrongful act or omission of us or our agents or that the damage was solely due to the negligence or other wrongful act or omission of a third party.

15.16 We are not responsible for any illness, injury or disability, including death, attributable to your age, mental or physical condition or for the aggravation of such condition.

### **OUR LIABILITY FOR DAMAGE CAUSED BY DELAY TO PASSENGERS**

15.17 Our liability for damage caused to you by delay is limited by the Convention.

15.18 We are not liable for damage to you caused by delay if we prove that we and our agents took all reasonable measures to avoid the damage or that it was impossible for us or our agents to take such measures.

### **GENERAL**

15.19 We shall be liable only for Damage occurring during transportation ticketed under our own Airline Designator Code or operated by us. Our liability shall not exceed the amount of proven damages and save to the extent inconsistent with applicable laws (including the Convention), we are not liable in any way whatsoever for:

15.19.1 Our compliance with or your failure to comply with applicable laws, government rules and regulations, orders or requirements.

15.19.2 The part of any liability for Damage which will be reduced by any negligence on your part which causes or contributes to the damages in accordance with applicable laws.

15.19.3 Any damage to or loss of items which you include in your Checked Baggage although you are forbidden from including them under Article 8.1, or in the case of permitted firearms you have not complied with the conditions for including them under Article 8.1, except as provided for by the Convention. These items include fragile or perishable items, items with a special value, such as money, jewellery, precious metals, computers, personal electronic devices, share certificates, bonds and other valuable documents, business documents, or passports and other identification documents.

15.19.4 Any illness, injury or disability, including death, attributable to such condition or for the aggravation of such condition if your age or mental or physical



condition is such as to involve any hazard or risk to yourself.

15.19.5 Any indirect or consequential damages.

15.19.6 Any loss of profits, revenue, contracts, sales, anticipated savings, goodwill and reputation.

15.19.7 Any form of non-compensatory damages.

15.19.8 Any damage to or loss of articles contained in unlocked or unsecured Baggage.

15.20 Any exclusion or limitation of our liability shall apply to and be for the benefit of our agents, employees and representatives and any person whose aircraft is used by us and such person's agents, employees and representatives. The total amount recoverable from us and from such agents, employees, representatives and persons shall not exceed the amount of our own limit of liability.

15.21 No waiver of limits under these Conditions of Carriage shall be applicable in respect of claims made by public social insurance or similar bodies however asserted. Such claims shall be subject to the liability limit and defences under the Convention.

15.22 Except as expressly stated, nothing in these Conditions of Carriage shall prevent us from excluding or limiting our liability or any defence available to us under the Convention or applicable laws. We reserve all of our rights of recourse (including contribution and indemnity) against any third parties.

## **ARTICLE 16:**

### **TIME LIMITS FOR BAGGAGE CLAIMS, PROCESSING OF BAGGAGE CLAIMS, AND TIME LIMITS FOR ALL ACTIONS**

16.1 The terms of this Section 16 are applicable unless they are inconsistent with an applicable Convention or applicable laws in which event such Convention or law shall prevail.

#### **16.2 TIME LIMITS FOR BAGGAGE CLAIMS**

16.2.1 Receiving of Baggage by the person with a Baggage Check or a Baggage Identification Tag without complaint at the time of delivery is sufficient evidence that the Checked Baggage has been delivered in good condition and in accordance with the contract of carriage unless you prove otherwise.

16.2.2 If your Checked Baggage is damaged, you must notify us in writing immediately after you discover the Damage and at the latest within seven (7) Days from the date you received the Baggage.

16.2.3 If your Checked Baggage is delayed, you must complain in writing to us within twenty-one (21) Days at the latest of the Checked Baggage being made available to you.

16.2.4 If your Checked Baggage is lost, you must complain in writing to us within twenty-one (21) Days from the date on which the Baggage ought to have been delivered to you.

16.2.5 If you do not notify us in writing within the period stated in this Article 16.1 and the Convention applies to your claim, no action shall lie against us save in the case of fraud on our part.

#### **16.3 PROCESSING OF BAGGAGE CLAIMS**

16.3.1 All claims for compensation for Damage to Baggage must be accompanied by an itemised list identifying each affected item by description, manufacturer and age, together with proof of purchase or ownership for all such items. Depreciation will be deducted from claims, where we consider appropriate and at a level to be determined by us.

16.3.2 In the case of a compensation claim concerning physical damage to Baggage, you must retain and, if requested by us, allow us to examine the affected Baggage so that we may assess the nature, extent and repairability of that Damage.

- 16.3.3 If you wish to claim the cost of replacement of an individual item which forms part of a claim for compensation for Damage to Baggage, you must consult us before you incur such cost otherwise we may not include the cost in any compensation payable.
- 16.3.4 For all claims for compensation concerning Baggage, you must provide us with any information we may request to assess the eligibility of your claim for compensation and the amount of any compensation payable.
- 16.3.5 We may, at our absolute discretion, require you to sign a statement of truth attesting to the facts of your claim for Damage to Baggage before we pay any compensation to you.
- 16.3.6 Failure by you to fully comply with the relevant requirements of this Article 16.2 may adversely affect the amount of any compensation to which you may be entitled.

#### **16.4 TIME LIMIT FOR ALL ACTIONS**

- 16.4.1 Any right to damages shall be extinguished if an action is not brought within two (2) years from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the laws of the court which has jurisdiction to hear the case.

**ARTICLE 17:**  
**PASSENGERS WITH A DISABILITY**

- 17.1 If you are a Passenger with a disability and you require any special assistance you should inform us at the time of booking of your special assistance needs so we may have adequate time to make appropriate arrangements, however our Regulations and/or government regulations may apply to the transportation of such Passengers. If you do not inform us of your special needs in advance, we will nevertheless use reasonable efforts to accommodate your special needs, unless otherwise required by law.
- 17.2 We may require that you travel with an attendant if it is essential for safety or you are unable to manage your own evacuation from the aircraft or you are unable to understand safety instructions.
- 17.3 On flights where medical oxygen is permitted you may be charged for the service of medical oxygen.
- 17.4 There is no charge for transporting any disability assistive device, such as a wheelchair or a cane, and such disability assistive devices will not be counted towards your Baggage allowance. The carriage of disability assistive devices is subject to compliance with relevant safety and hazardous materials requirements and regulations.
- 17.5 We reserve the right to cease accepting Passengers who must travel on a stretcher on any flight.

**ARTICLE 18:**  
**MODIFICATION AND WAIVER**

No agent, employee or representative of Carrier has authority to alter, modify or waive any provision of these Conditions of Carriage or of Carrier's Regulations.

**ARTICLE 19:  
INTERPRETATION**

The title of each Article of these Conditions of Carriage is for convenience only, and is not to be used for interpretation of the text.