



# Passenger Services Conference Resolutions Manual

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## RECOMMENDED PRACTICE 1724

### GENERAL CONDITIONS OF CARRIAGE (PASSENGER AND BAGGAGE)

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#### Article 1—Definitions

“AGREED STOPPING PLACES” means those places, except the place of departure and the place of destination, set forth in the ticket or shown in Carrier's timetables as scheduled stopping places on the passenger's route.

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

“BAGGAGE” means such articles, effects and other personal property of a passenger as are necessary or appropriate for wear, use, comfort or convenience in connection with the trip. Unless otherwise specified, it includes both checked and unchecked baggage of the passenger.

“BAGGAGE CHECK” means those portions of the ticket which relate to the carriage of the passenger's checked baggage.

“BAGGAGE IDENTIFICATION TAG” means a document issued by Carrier solely for identification of checked baggage.

“CARRIER” includes the air carrier issuing the ticket and all air carriers that carry or undertake to carry the passenger and/or his baggage thereunder.

“CARRIER'S REGULATIONS” means rules, other than these Conditions, published by Carrier and in effect on 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 Carrier takes sole custody and for which Carrier has issued a baggage check.

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

“CONVENTION” means whichever of the following instruments is applicable to the contract of carriage:

the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (hereinafter referred to as the Warsaw Convention);

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 1955 and by Additional Protocol No. 2 of Montreal 1975;

the Warsaw Convention as amended at The Hague 1955 and by Additional Protocol No. 3 of Montreal 1975.

“DAMAGE” includes death, injury, delay, loss, partial loss or other damage of whatsoever nature arising out of or in connection with carriage or other services performed by Carrier incidental thereto.

“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 that for purposes of determining duration of validity the day upon which the ticket is issued, or flight commenced, shall not be counted.

“ELECTRONIC COUPON” means an electronic Flight Coupon or other value document held in Carrier's database.

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

“FLIGHT COUPON” means that portion of the ticket that bears the notation “good for passage”, in the case of an “electronic ticket”, the electronic coupon, and indicates the particular places between which passenger is entitled to be carried.

“ITINERARY/RECEIPT” means a document or documents forming part of the Electronic Ticket which contains the information and notices required under Paragraph 6.2.1.7 of [Resolution 722f](#).

“PASSENGER” means any person, except members of the crew, carried or to be carried in an aircraft with the consent of Carrier.

“PASSENGER COUPON” or “PASSENGER RECEIPT” means that portion of the ticket issued by or on behalf of Carrier, which is so marked and which ultimately is to be retained by the passenger.

“STOPOVER” means a deliberate interruption of a journey by the passenger, at a point between the place of departure and the place of destination, which has been agreed to in advance by Carrier.

“TICKET” means either the document entitled “Passenger Ticket and Baggage Check” or the Electronic Ticket, in each case issued by or on behalf of Carrier, and including Conditions of

Contract, notices and the Coupons contained in it.

“UNCHECKED BAGGAGE” means any baggage of the passenger other than checked baggage.

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### Article 2—Applicability

#### 2.1 GENERAL

2.1.1 Except as provided in 2.2–2.5, these Conditions of Carriage apply to all carriage by air of passengers and baggage, performed by Carrier for reward.

2.1.2 These Conditions also apply to gratuitous and reduced fare carriage except to the extent that Carrier has provided otherwise in its Regulations or in the relevant contracts, passes or tickets.

#### 2.2 CARRIAGE TO/FROM USA AND CANADA

##### 2.2.1 Carriage to/from Canada

These Conditions apply to carriage between places in Canada or between a place in Canada and any place outside thereof, only to the extent they are incorporated in tariffs in force in Canada.

##### 2.2.2 Carriage to/from USA

These Conditions do not apply to air transportation as defined in the U.S. Federal Aviation Act of 1958.

#### 2.3 CHARTERS

If Carriage is performed pursuant to a charter agreement, these conditions apply only to the extent they are incorporated by reference by the terms of the charter agreement and the charter ticket.

#### 2.4 OVERRIDING LAW

To the extent that any provision contained or referred to herein is contrary to anything contained in the Convention, where applicable and any applicable laws, government regulations, orders or requirements that cannot be waived by agreement of the parties, such provision shall not apply.

The invalidity of any provision shall not affect the validity of any other provision.

## 2.5 CONDITIONS PREVAIL OVER REGULATIONS

Except as provided herein, in the event of inconsistency between these Conditions and Carrier's regulations, these Conditions shall prevail, except where tariffs in force in the United States or Canada apply, in which case the tariffs shall prevail.

## Article 3—Tickets

### 3.1 TICKET PRIMA FACIE EVIDENCE OF CONTRACT

3.1.1 The ticket constitutes prima facie evidence of the contract of carriage between Carrier and the passenger named on the ticket. Carrier will provide carriage only to the passenger holding such ticket, or holding, as proof of payment or part payment, any other Carrier document issued by Carrier or its Authorised Agent. The ticket is and remains at all times the property of the issuing Carrier. The Conditions of Contract contained in the ticket are a summary of some of the provisions of these Conditions of Carriage.

#### 3.1.2 Requirement for Ticket

Except in the case of an electronic ticket, a person shall not be entitled to be carried on a flight unless that person presents a ticket valid and duly issued in accordance with Carrier's Regulations and containing the flight coupon for that flight and all other unused flight coupons and the passenger coupon. A passenger shall furthermore not be entitled to be carried if the ticket presented is mutilated or if it has been altered otherwise than by Carrier or its authorised Agent. In the case of an electronic ticket, a person shall not be entitled to be carried on a flight unless that person provides positive identification and has a ticket valid and duly issued in accordance with Carrier's Regulations and contained in Carrier's database.

#### 3.1.3 Loss, etc. of Ticket

In case of loss or mutilation of a ticket, or part thereof, or non-presentation of a ticket containing the passenger coupon and all unused flight coupons, the issuing Carrier may at the passenger's request and subject to Carrier's Regulations, replace such ticket or part thereof by issuing a new ticket on receipt of proof satisfactory to Carrier that a ticket valid for the flights in question was duly issued.

#### 3.1.4 Ticket not Transferable

A ticket is not transferable. 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, Carrier shall not be liable to the person so entitled if, in good faith it provides carriage, or makes a refund. If a ticket is presented by someone other than the person entitled to be carried thereunder or to a refund in connection therewith, Carrier shall not be liable to the person so entitled if in good faith it provides carriage or makes a refund to the person presenting the ticket.

## 3.2 PERIOD OF VALIDITY

A 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 in the ticket, these Conditions or Carrier's Regulations.

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### 3.2.1 Extension of Validity

3.2.1.1 If a passenger is prevented from travelling within the period of validity of the ticket because Carrier:

3.2.1.1(a) cancels the flight on which the passenger holds a reservation; or

3.2.1.1(b) omits a scheduled stop, being the passenger's place of departure, place of destination or a stopover; or

3.2.1.1(c) fails to operate a flight reasonably according to schedule; or

3.2.1.1(d) causes the passenger to miss a connection; or

## 3.3 COUPON SEQUENCE

3.3.1 Carrier will honour flight coupons, or in the case of an electronic ticket, an electronic coupon, only in sequence from the place of departure as shown on the ticket.

3.3.2 The ticket may not be valid and Carrier may not honour the passenger's ticket if the first flight coupon, or in the case of an electronic ticket, an electronic coupon, for international travel has not been used and the passenger commences his or her journey at any stopover or agreed stopping place.

3.3.3 Each flight coupon, or in the case of an electronic ticket, an electronic coupon, will be accepted for carriage in the class of service specified therein on the date and flight for which accommodation has been reserved. When flight coupons, or in the case of an electronic ticket, an electronic coupon, are issued without a reservation being specified thereon, space will be reserved on application subject to the conditions of the relevant fare and the availability of space on the flight applied for.

## 3.4 NAME AND ADDRESS OF CARRIER

Carrier's name may be abbreviated in the ticket. Carrier's address shall be deemed to be the airport of departure shown opposite the first abbreviation of Carrier's name in the "Carrier" box in the ticket, or in the case of an electronic ticket, as indicated for the first flight segment in the itinerary/receipt.

## Article 4—Stopovers

Stopovers may be permitted at agreed stopping places subject to government requirements and Carrier's Regulations.

## Article 5—Fares and Charges

### 5.1 GENERAL

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination. Fares do not include ground transport service between airports and between airports and town terminals, unless provided by Carrier without additional charge.

### 5.2 APPLICABLE FARES

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, the applicable fare is the fare 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 that has been collected is not the applicable fare the difference shall be paid by the

#### 3.2.1.1(e)

substitutes a different class of service; or

3.2.1.1(f) is unable to provide previously confirmed space; the validity of such passenger's ticket will be extended until Carrier's first flight on which space is available in the class of service for which the fare has been paid.

3.2.1.2 When a passenger is prevented from travelling within the period of validity of the ticket because at the time such passenger requests reservations Carrier is unable to provide space on the flight, the validity of such passenger's ticket will be extended in accordance with Carrier's Regulations.

3.2.1.3 When a passenger after having commenced his or her journey is prevented from travelling within the period of validity of the ticket by reason of illness, Carrier will extend, (provided such extension is not precluded by Carrier's Regulations applicable to the fare paid by the passenger) the period of validity of such passenger's ticket until the date when the passenger becomes fit to travel according to a medical certificate, or until Carrier's 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. When the flight coupons remaining in the ticket, or in the case of an

electronic ticket, the electronic coupon, involve one or more stopovers, the validity of such ticket, subject to Carrier's Regulations, will be extended for not more than three months from the date shown on such certificate. In such circumstances, Carrier will extend similarly the period of validity of tickets of other members of the passenger's immediate family accompanying an incapacitated passenger.

3.2.1.4 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 or 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 accompanying the passenger may be likewise modified. Any such modification shall be made upon receipt of a proper 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.

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passenger or, as the case may be, refunded by Carrier, in accordance with Carrier's Regulations.

### 5.3 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.

### 5.4 TAXES AND CHARGES

Any tax or charge imposed by government or other authority, or by the operator of an airport, in respect of a passenger or the use by a passenger of any services or facilities will be in addition to the published fares and charges and shall be payable by the passenger, except as otherwise provided in Carrier's Regulations.

### 5.5 CURRENCY

Fares and charges are payable in any currency acceptable to Carrier. 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 Carrier's Regulations.

## Article 6—Reservations

## 6.1 RESERVATION REQUIREMENTS

6.1.1 Reservations are not confirmed until recorded as accepted by Carrier or its authorised Agent.

6.1.2 As provided in Carrier's Regulations, certain fares may have conditions which limit or exclude the passenger's right to change or cancel reservations.

## 6.2 TICKETING TIME LIMITS

If a passenger has not paid for the ticket (or made credit arrangements with Carrier) prior to the specified ticketing time limit, Carrier may cancel the reservation.

## 6.3 PERSONAL DATA

The passenger recognises that personal data has been given to Carrier for the purposes of making a reservation for carriage, obtaining ancillary services, facilitating immigration and entry requirements, and making available such data to government agencies. For these purposes the passenger authorises Carrier to retain such data and to transmit it to its own offices, other carriers or the providers of such services, in whatever country they may be located.

## 6.4 SEATING

Carrier does not guarantee to provide any particular seat in the aircraft and the passenger agrees to accept any seat that may be allotted on the flight in the class of service for which the ticket has been issued.

## 6.5 SERVICE CHARGE WHEN SPACE NOT OCCUPIED

A service charge, in accordance with Carrier's Regulations, may be payable by a passenger who fails to use space for which a reservation has been made.

## 6.6 RECONFIRMATION OF RESERVATIONS

Onward or return reservations may be subject to the requirement to reconfirm the reservation in accordance with and within the time limits specified in Carrier's Regulations. Failure to comply with any such requirement may result in cancellation of any onward or return reservations.

## 6.7 CANCELLATION OF ONWARD RESERVATIONS MADE BY CARRIER

If a passenger does not use a reservation and fails to advise Carrier, Carrier may cancel or request cancellation of any onward or return reservations.

## Article 7—Check-In

The passenger shall arrive at Carrier's check-in location and boarding gate sufficiently in advance of flight departure to permit completion of any Government formalities and departure procedures and in any event not later than the time that may be indicated by Carrier. If the passenger fails to arrive in time at Carrier's check-in location or boarding gate or appears improperly, documented and not ready to travel, Carrier may cancel the space reserved for the passenger and will not delay the flight. Carrier is not liable to the passenger for loss or expense due to the passenger's failure to comply with the provisions of this Article.

## Article 8—Refusal and Limitation of Carriage

### 8.1 RIGHT TO REFUSE CARRIAGE

Carrier may refuse carriage of any passenger or passenger's baggage for reasons of safety or if, in the exercise of its reasonable discretion, Carrier determines that:

8.1.1 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

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8.1.2 the conduct, age, or mental or physical state of the passenger is such as to:

8.1.2.1 require special assistance of Carrier, or

8.1.2.2 cause discomfort or make himself or herself objectionable to other passengers, or

8.1.2.3 involve any hazard or risk to himself or herself or to other persons or to property; or

8.1.3 such action is necessary because the passenger has failed to observe the instructions of Carrier; or

8.1.4 the passenger has refused to submit to a security check; or

8.1.5 the applicable fare or any charges or taxes payable have not been paid, or credit arrangements agreed between Carrier and the passenger (or the person paying for the ticket) have not been complied with; or

8.1.6.1 the passenger does not appear to be properly documented, or

8.1.6.2 the passenger may seek to enter a country through which he or she is in transit, or

8.1.6.3 the passenger may destroy his or her documentation during flight, or

8.1.6.4 the passenger will not surrender travel documents to be held by the flight crew, against receipt, when so requested by the Carrier; or

8.1.7 the ticket:

8.1.7.1 has been acquired unlawfully or has been purchased from an entity other than the issuing Carrier or its authorised Agent, or

. 8.1.7.2 has been reported as being lost or stolen, or

. 8.1.7.3 is a counterfeit ticket, or

. 8.1.7.4 any flight or electronic coupon has been altered

by anyone other than Carrier or its authorised Agent, or in the case of a flight coupon, has been mutilated, and Carrier reserves the right to retain such ticket, or

8.1.8 the person presenting the ticket cannot prove that he or she is the person named in the ticket. The Carrier reserves the right to retain such paper ticket.

## 8.2 LIMITATION ON CARRIAGE

Acceptance for carriage of unaccompanied children, incapacitated persons, pregnant women or persons with illness may be subject to prior arrangement with Carrier, in accordance with Carrier's Regulations.

## Article 9—Baggage

### 9.1 ITEMS UNACCEPTABLE AS BAGGAGE

9.1.1 The passenger shall not include in his or her baggage:

9.1.1.1 items which do not constitute baggage as defined in Article 1 hereof;

9.1.1.2 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 (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations, and in Carrier's Regulations (further information is available from Carrier on request);

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

9.1.1.4 items which in the opinion of Carrier are unsuitable for carriage by reason of their weight, size or character, such as fragile or perishable items;

9.1.1.5 live animals, except as provided for in 9.10.

9.1.2 Firearms and ammunition other than for hunting and sporting purposes are prohibited from carriage as baggage. Firearms and ammunition for hunting and sporting purposes may be accepted as checked baggage in accordance with Carrier's Regulations. Firearms must be unloaded with the safety catch on, and suitably packed. Carriage of ammunition is subject to ICAO and IATA regulations as specified in 9.1.1.2.

9.1.3 The passenger shall not include in checked baggage, fragile or perishable items, money, jewellery, precious metals, silverware, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples.

9.1.4 Weapons such as antique firearms, swords, knives and similar items may be accepted as checked baggage, in accordance with Carrier's Regulations, but will not be permitted in the cabin.

9.1.5 If any items referred to in 9.1.1 or 9.1.2 are carried, whether or not they are prohibited from carriage as baggage, the carriage thereof shall be subject to the charges, limitations of liability and other provisions of these Conditions applicable to the carriage of baggage.

## 9.2 RIGHT TO REFUSE CARRIAGE

9.2.1 Carrier may refuse carriage as baggage of such items described in 9.1 as are prohibited from carriage as baggage and may refuse further carriage of any such items on discovery thereof.

9.2.2 Carrier may refuse to carry as baggage any item because of its size, shape, weight or character.

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9.2.3 Unless advance arrangements for its carriage have been made with Carrier, Carrier may carry on later flights baggage which is in excess of the applicable free allowance.

9.2.4 Carrier may refuse to accept baggage as checked baggage unless it is properly packed in suitcases or other suitable containers to ensure safe carriage with ordinary care in handling.

## 9.3 RIGHT OF SEARCH

For reasons of safety and security, Carrier may request the passenger to permit a search to be made of his or her person and his or her baggage, and may search or have searched the passenger's baggage in his or her absence if the passenger is not available, for the purpose of determining whether he or she is in possession of or whether his or her baggage contains any item

described in 9.1.1 or any arms or munitions which have not been presented to Carrier in accordance with 9.1.2. If the passenger is unwilling to comply with such request Carrier may refuse to carry the passenger or baggage.

## 9.4 CHECKED BAGGAGE

9.4.1 Upon delivery to Carrier of baggage to be checked, Carrier shall take custody thereof and issue a baggage identification tag for each piece of checked baggage.

9.4.2 If baggage has no name, initials or other personal identification, the passenger shall affix such identification to the baggage prior to acceptance.

9.4.3 Checked baggage will be carried on the same aircraft as the passenger unless Carrier decides that this is impracticable, in which case Carrier will carry the checked baggage on Carrier's next flight on which space is available.

## 9.5 FREE BAGGAGE ALLOWANCE

Passengers may carry free of charge baggage as specified and subject to the conditions and limitations in Carrier's Regulations.

## 9.6 EXCESS BAGGAGE

A passenger shall pay a charge for the carriage of baggage in excess of the free baggage allowance at the rate and in the manner provided in Carrier's Regulations.

## 9.7 EXCESS VALUE DECLARATION AND CHARGE

9.7.1 If, in accordance with Carrier's Regulations, Carrier offers an excess valuation facility, a passenger may declare a value for checked baggage in excess of the applicable liability limits. If the passenger makes such a declaration the passenger shall pay any applicable charges.

9.7.2 Carrier will refuse to accept an excess value declaration on checked baggage when a portion of the carriage is to be provided by another Carrier which does not offer the facility.

## 9.8 UNCHECKED BAGGAGE

9.8.1 Baggage which the passenger carries on to the aircraft must fit under the seat in front of the passenger or in an enclosed storage compartment in the cabin. Items determined by Carrier to be of excessive weight or size will not be permitted in the cabin.

9.8.2 Objects not suitable for transport in the cargo compartment (such as delicate musical instruments and the like) will only be accepted for transportation in the cabin compartment if due notice has been given in advance and permission granted by Carrier. The transport of such objects may be charged for separately.

## 9.9 COLLECTION AND DELIVERY OF BAGGAGE

9.9.1 The passenger shall collect his or her baggage as soon as it is available for collection at places of destination or stopover.

9.9.2 Only the bearer of the baggage check and identification tag, delivered to the passenger at the time the baggage was checked, is entitled to delivery of baggage. Failure to exhibit the baggage identification tag shall not prevent delivery provided the baggage check is produced and the baggage is identified by other means.

9.9.3 If a person claiming the baggage is unable to produce the baggage check and identify the baggage by means of a baggage (identification) tag, Carrier will deliver the baggage to such person only on condition that he or she establishes to Carrier's satisfaction his or her right thereto, and if required by Carrier, such person shall furnish adequate security to indemnify Carrier for any loss, damage or expense which may be incurred by Carrier as a result of such delivery.

9.9.4 Acceptance of baggage by the bearer of the baggage check without complaint at the time of delivery is prima facie evidence that the baggage has been delivered in good condition and in accordance with the contract of carriage.

## 9.10 ANIMALS

9.10.1 Animals such as dogs, cats, household birds and other pets, when properly crated and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit will, with the advance agreement of Carrier, be accepted for carriage, subject to Carrier's Regulations.

9.10.2 If accepted as baggage, the animal, together with its container and food carried, shall not be included in the free baggage allowance of the passenger but constitute excess baggage, for which the passenger shall pay the applicable rate.

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9.10.3 Guide dogs accompanying sight/hearing impaired<sup>1</sup> passengers together with containers and food, will be carried free of charge in addition to the normal free baggage allowance, subject to Carrier's Regulations.

9.10.4 Acceptance for carriage of animals is subject to the condition that the passenger assumes full responsibility for such animal. Carrier shall not be liable for injury to or loss, delay, sickness or death of such animal in the event that it is refused entry into or passage through any country, state or territory.

## Article 10—Schedules, Cancellation of Flights

### 10.1 SCHEDULES

Carrier undertakes to use its best efforts to carry the passenger and his or her baggage with reasonable dispatch and to adhere to published schedules in effect on the date of travel.

### 10.2 CANCELLATION, CHANGES OF SCHEDULE, ETC.

If due to circumstances beyond its control Carrier cancels or delays a flight, is unable to provide previously confirmed space, fails to stop at a passenger's stopover or destination point, or causes the passenger to miss a connecting flight on which the passenger holds a reservation, Carrier shall either:

10.2.1 carry the passenger on another of its scheduled passenger services on which space is available; or

10.2.2 re-route the passenger to the destination indicated on the ticket or applicable portion thereof by its own scheduled services or the scheduled services of another carrier, or by means of surface transportation. If the sum of the fare, excess baggage charge and any applicable service charge for the revised routing is higher than the refund value of the ticket or applicable portion thereof, Carrier shall require no additional fare or charge from the passenger, and shall refund the difference if the fare and charges for the revised routing are lower; or

10.2.3 make a refund in accordance with the provisions of Article 11; and shall be under no further liability to the passenger.

10.3 If Carrier provides denied boarding compensation, an appropriate reference should be inserted here.

10.4 Except in the case of its acts or omissions done with intent to cause damage or recklessly and with knowledge that damage would probably result, Carrier shall not be liable for errors or omissions in timetables or other published schedules, or for representations made by employees, agents or representatives of Carrier as to the dates or times of departure or arrival or as to the operation of any flight.

<sup>1</sup> Words “and physically handicapped” may be added. 1026

## Article 11—Refunds

### 11.1 GENERAL

On failure by Carrier to provide carriage in accordance with the contract of carriage, or where a passenger requests a voluntary change of his or her arrangements, refund for an unused ticket or portion thereof shall be made by Carrier in accordance with this Article and with Carrier's Regulations.

## 11.2 PERSON TO WHOM REFUND WILL BE MADE

11.2.1 Except as hereinafter provided in this Article, Carrier shall be entitled to make refund either to the person named in the ticket, or to the person who has paid for the ticket upon presentation of satisfactory proof.

11.2.2 If a ticket has been paid for by a person other than the passenger named in the ticket, and Carrier has indicated on the ticket that there is a restriction on refund, Carrier shall make a refund only to the person paying for the ticket or to that person's order.

11.2.3 Except in the case of lost tickets, refunds will only be made on surrender to Carrier of the passenger coupon or passenger receipt and surrender of all unused flight coupons.

11.2.4 A refund made to anyone presenting the passenger coupon or passenger receipt and all unused flight coupons and holding himself or herself out as a person to whom refund may be made in terms of 11.2.1 or 11.2.2 shall be deemed a proper refund and shall discharge Carrier from liability and any further claim for refund.

## 11.3 INVOLUNTARY REFUNDS

If Carrier cancels a flight, fails to operate a flight reasonably according to schedule, fails to stop at a point to which the passenger is destined or ticketed to stop over, is unable to provide previously confirmed space or causes the passenger to miss a connecting flight on which the passenger holds a reservation, the amount of the refund shall be:

11.3.1 if no portion of the ticket has been used, an amount equal to the fare paid;

11.3.2 if a portion of the ticket has been used, the refund will be the higher of:

11.3.2.1 the one way fare (less applicable discounts and charges) from point of interruption to destination or point of next stopover, or

11.3.2.2 the difference between the fare paid and the fare for the transportation used.

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## 11.4 VOLUNTARY REFUNDS

If the passenger wishes a refund of his or her ticket for reasons other than those set out in Paragraphs of this Article, the amount of the refund shall be:

11.4.1 if no portion of the ticket has been used, an amount equal to the fare paid, less any

applicable service charges or cancellation fees;

11.4.2 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 applicable service charges or cancellation fees.

## 11.5 REFUND ON LOST TICKET

11.5.1 If a ticket or portion thereof is lost, refund will be made on proof of loss satisfactory to Carrier and upon payment of any applicable service charge, on condition:

11.5.1.1 that the lost ticket, or portion thereof, has not been used, previously refunded or replaced;

11.5.1.2 that the person to whom the refund is made undertakes, in such form as may be prescribed by Carrier, to repay to carrier the amount refunded in the event and to the extent that the lost ticket or portion thereof is used by any person or that refund thereof is made to any person in possession of the ticket.

## 11.6 RIGHT TO REFUSE REFUND

11.6.1 After the expiry of the validity of the ticket, Carrier may refuse refund when application therefore is made later than the time prescribed in Carrier's Regulations.

11.6.2 Carrier may refuse refund on a ticket which has been presented to Carrier or to Government officials of a country as evidence of intention to depart therefrom, unless the passenger establishes to the Carrier's satisfaction that he or she has permission to remain in the country or that he or she will depart therefrom by another carrier or another means of transport.

## 11.7 CURRENCY

All refunds will be subject to Government laws, rules and regulations or orders of the country in which the ticket was originally purchased and of the country in which the refund is being made. Subject to the foregoing provision, refunds will normally be made in the currency in which the ticket was paid for, but may be made in another currency in accordance with Carrier's Regulations.

## 11.8 BY WHOM TICKET REFUNDABLE

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

## Article 12—Conduct Aboard Aircraft

1. If the passenger conducts himself or herself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstructs the crew in the performance of their duties, or fails to comply with any instruction of the crew, or behaves in a manner to which other

passengers may reasonably object, Carrier may take such measures as it deems necessary to prevent continuation of such conduct, including restraint of the passenger.

2. The passenger may not operate aboard the aircraft portable radios, electronic games or transmitting devices including radio controlled toys and walkie-talkies. The passenger shall not operate any other electronic devices on board without Carrier's permission, except that portable recorders, hearing aids and heart pacemakers may be used.

## Article 13—Arrangements by Carrier

If in the course of concluding the contract of carriage by air, Carrier also agrees to make arrangements for the provision of additional services, Carrier shall have no liability to the passenger except for negligence on its part in making such arrangements.

## Article 14—Administrative Formalities

### 14.1 GENERAL

The passenger shall be solely responsible for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or over, and with Carrier's Regulations and instructions. Carrier shall not be liable for any aid or information given by any agent or employee of Carrier to any passenger in connection with obtaining necessary documents or visas or complying with such laws, regulations, orders, demands, and requirements, whether given in writing or otherwise; or for the consequences to any passenger resulting from his or her failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

### 14.2 TRAVEL DOCUMENTS

The passenger shall present all exit, entry, health and other documents required by laws, regulations, orders, demands or requirements of the countries concerned, and permit Carrier to take and retain copies thereof. Carrier reserves the right to refuse carriage of any passenger who has not complied with applicable laws, regulations, orders, demands or requirements or whose documents do not appear to be in order, or who does not permit Carrier to take and retain copies thereof.

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### 14.3 REFUSAL OF ENTRY

The passenger agrees to pay the applicable fare whenever Carrier, on Government order, is required to return a passenger to his or her point of origin or elsewhere, owing to the passenger's inadmissibility into a country, whether of transit or of destination. Carrier may apply to the payment of such fare any funds paid to Carrier for unused carriage, or any funds of the passenger in the possession of Carrier. The fare collected for carriage to the point of refusal of entry or deportation will not be refunded by Carrier.

#### 14.4 PASSENGER RESPONSIBLE FOR FINES, DETENTION COSTS, ETC.

If Carrier is required to pay or deposit any fine or penalty or to incur any expenditure by reason of the passenger's failure to comply with laws, regulations, orders, demands and travel requirements of the countries concerned or to produce the required documents, the passenger shall on demand reimburse to Carrier any amount so paid or deposited and any expenditure so incurred. Carrier may use towards such expenditure any funds paid to Carrier for unused carriage, or any funds of the passenger in the possession of Carrier.

#### 14.5 CUSTOMS INSPECTION

If required, the passenger shall attend inspection of his or her baggage, checked or unchecked, by customs or other Government officials. Carrier is not liable to the passenger for any loss or damage suffered by the passenger through failure to comply with this requirement.

#### 14.6 SECURITY INSPECTION

The passenger shall submit to any security checks by Government or airport officials or by Carrier.

### Article 15—Successive Carriers

Carriage to be performed by several successive Carriers under one ticket, or under a ticket and any conjunction ticket issued in connection therewith, is regarded as a single operation.

### Article 16—Liability for Damage

16.1 Carriage hereunder is subject to the rules and limitations relating to liability established by the Convention unless such carriage is not international carriage to which the Convention applies.

16.2 In carriage which is not international carriage to which the Convention applies:

16.2.1 Carrier shall be liable for damage to a passenger or his checked baggage only if such damage has been caused by the negligence of Carrier. If there has been contributory negligence on the part of the passenger,

Carrier's liability shall be subject to the applicable law relating to contributory negligence;

16.2.2 except in the case of acts or omissions done with intent to cause damage or recklessly and with knowledge that damage would probably result:

16.2.2.1 the liability of Carrier with respect to each passenger for death, wounding or other bodily injury shall be limited to the sum of . . . provided that if in accordance with applicable law a different limit of liability is applicable such different limit shall apply,

16.2.2.2 with respect to delay, Carrier shall be under no liability except as provided in these Conditions of Carriage.

16.3 To the extent not in conflict with the foregoing and whether or not the Convention applies:

16.3.1 Carrier is liable only for damage occurring on its own line. A Carrier issuing a ticket or checking baggage over the lines of another Carrier does so only as agent for such other Carrier. Nevertheless, with respect to checked baggage the passenger shall also have a right of action against the first or last Carrier;

16.3.2 Carrier is not liable for damage to unchecked baggage unless such damage is caused by the negli- gence of Carrier. If there has been contributory negli- gence on the part of the passenger, Carrier's liability shall be subject to the applicable law relating to contributory negligence;

16.3.3 Carrier is not liable for any damage arising from its compliance with any laws or Government regulations, orders or requirements, or from failure of the passenger to comply with the same;

16.3.4 except in the case of acts or omissions done with intent to cause damage or recklessly and with knowledge that damage would probably result, the liability of Carrier in the case of damage to checked baggage shall be limited to . . . per kilogram and in the case of damage to unchecked baggage shall be limited to . . . per passenger where the Warsaw Convention applies to your journey or 1,000 SDRs for Checked and Unchecked Baggage where the Montreal Convention applies to your journey, provided that in either case if in accordance with applicable law different limits of liability are applicable such different limits shall apply. The SDR is a Special Drawing Right as defined by the International Monetary Fund. The value of 1 SDR is approximately US\$ 1.37 but this rate of conversion may fluctuate. For the purposes of the War- saw Convention, if the weight of the baggage is not recorded on the baggage check, it is presumed that the total weight of the checked baggage does not exceed the applicable free baggage allowance for the class of service concerned, as provided in Carrier's Regulations. If in the case of checked baggage a higher value is declared pursuant to 9.7, the liability of Carrier shall be limited to such higher declared value;

16.3.5 Carrier's liability shall not exceed the amount of proven damages. Carrier shall furthermore not be liable for indirect or consequential damages;



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16.3.6 Carrier is not liable for injury to a passenger or for damage to a passenger's baggage caused by property contained in such passenger's baggage. Any passenger whose property causes injury to another person or damage to another person's property or to the property of Carrier shall indemnify Carrier for all losses and expenses incurred by Carrier as a result thereof;

16.3.7 Carrier is not liable for damage to fragile or perishable items, money, jewellery, precious metals, sil- verware, negotiable papers, securities, or other valuables, business documents, passports and other identification documents, or samples, which are included in the pass- enger's checked baggage;

16.3.8 if a passenger is carried whose age or mental or physical condition is such as to involve any hazard or risk to himself or herself, Carrier shall not be liable for any illness, injury or disability, including death, attributable to such condition or for the aggravation of such condition;

16.3.9 any exclusion or limitation of liability of Carrier shall apply to and be for the benefit of agents, employees and representatives of Carrier and any person whose aircraft is used by Carrier and such person's agents, employees and representatives. The aggregate amount recoverable from Carrier and from such agents, employees, representatives and person shall not exceed the amount of Carrier's limit of liability.

16.4 Unless so expressly provided nothing herein con- tained shall waive any exclusion or limitation of liability of Carrier under the Convention or applicable laws.

16.5 For Carriers who are Parties to Montreal Agreement:

Special Agreement applicable to carriage to, from or with an agreed stopping place in the United States of America (see applicable U.S. tariffs).

### SPECIAL AGREEMENT

Carrier shall avail itself of the limitation of liability provided in the Convention. However, in accordance with Article 22(1) of the Convention (name of issuing Carrier) and certain other Carriers agree that as to all international carriage by such Carriers to which the Convention applies and which according to the Contract of Carriage includes a point in the United States of America as a point of origin, a point of destination or agreed stopping place:

(a) the limit of liability for each passenger for death, wounding or other bodily injury shall be the sum of US\$75,000 inclusive of legal fees and costs except that, in the case of a claim brought in a State where provision is made for separate award of legal ees and costs, the limit shall be the sum of US \$58,000 exclusive of legal fees and costs;

(b) such Carriers shall not, with respect to any claim arising out of the death, wounding or other

bodily injury of a passenger, avail themselves of any defence under Article 20(1) of the Convention.

Nothing herein shall be deemed to affect the rights and liabilities of such Carriers with regard to any claim brought by, on behalf of, or in respect of, any person who has wilfully caused damage which resulted in death, wounding, or other bodily injury of a passenger.

The names of Carriers party to the agreement referred to in this Paragraph are available at all ticket offices of such Carriers and may be examined on request.

Each of such Carriers has entered into the said agree- ment solely on its own behalf and with respect to carriage performed by it and has not thereby imposed any liability on any other Carrier with respect to the portion of the carriage performed by such other Carrier or assumed any liability with respect to the portion of the carriage per- formed by such other Carrier.

(If the Carrier is a party to other special contracts pursuant to Article 22(1) of the Convention, apart from the Montreal Agreement, the limitations of liability and related conditions provided for under such special contracts should be stated here.)

## Article 17—Time Limitation on Claims and Actions

### 17.1 NOTICE OF CLAIMS

No action shall lie in the case of damage to checked baggage unless the person entitled to delivery complains to Carrier forthwith after the discovery of the damage, and, at the latest, within seven days from the date of receipt; and in the case of delay, unless the complaint is made at the latest within twenty-one (21) days from the date on which the baggage has been placed at his or her disposal. Every complaint must be made in writing and dispatched within the times aforesaid.

### 17.2 LIMITATION OF ACTIONS

Any right to damages shall be extinguished if an action is not brought within two years reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court seized of the case.

## 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.

..... (Name of Carrier)

..... (Abbreviation of Name)



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Note: At time of publication of this manual, this Recommended Practice had not been declared effective. A memorandum will be issued advising the effective date.

### RECOMMENDED PRACTICE 1724

#### GENERAL CONDITIONS OF CARRIAGE (PASSENGER AND BAGGAGE)

PSC(MV79)1724

#### Article 1—WHAT PARTICULAR EXPRESSIONS MEAN IN THESE CONDITIONS

As you read these conditions, please note that:

“We”, “our” “ourselves” and “us” means [insert the name of your Airline].

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

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

“AIRLINE DESIGNATOR CODE” means the 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 on our services.

“BAGGAGE” means your personal property accompanying you in connection with your trip. Unless otherwise specified, it consists of both your Checked 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.

“CHECKED BAGGAGE” means Baggage of which we take 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.

## GOVERNMENT RESERVATIONS

### CANADA

The Canadian Transportation Agency endorses the principle that all passengers must be treated equally, regardless of their mental or physical condition; and that passengers must not be subject to unjust discrimination or to any undue or unreasonable prejudice or disadvantage in any respect whatever. Moreover, the National Transportation Act, 1987, provides that there shall not be any undue obstacle to the mobility of persons with disabilities when they travel the transportation network governed by the Act. The air carrier must accept the determination of a person with a disability that his or her self-reliance, a carrier shall not refuse such passenger transportation on the basis that there is a lack of escort or that the passenger may require additional attention from airline employees. (3.3.94)

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

“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 (hereinafter referred to as the Warsaw Convention);

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);

Guadalajara supplementary Convention (1961) (Guadalajara);

The Montreal Convention (1999).

“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 bodily injury to a Passenger, loss, partial loss, theft or other damage, arising out of or in connection with carriage or other services incidental thereto performed by us.

“DAYS” mean 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 of a Ticket, 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 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 to Passengers travelling on Electronic Tickets that contains the Passenger's name, flight information and notices.

“NOTICE OF CONTRACT TERMS INCORPORATED BY REFERENCE” 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 notices.

“PASSENGER” means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also definition for “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.

“SDR” means a Special Drawing Right as defined by the International Monetary Fund.

“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, where required, with the appropriate authorities.

“TICKET” means either the document entitled “Passenger Ticket and Baggage Check” or the

Electronic Ticket, 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.

## ARTICLE 2—APPLICABILITY

### 2.1 GENERAL

Except as provided in Articles 2.2, 2.4 and 2.5, our Conditions of Carriage apply only on those flights, or flight segments, where our name or Airline Designator Code is indicated in the carrier box of the Ticket for that flight or flight segment.

### 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, in the charter agreement or the Ticket.

### 2.3 CODE SHARES

On some services we have arrangements with other carriers known as “Code Shares”. 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 carrier operating the aircraft at the time you make a reservation.

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### 2.4 OVERRIDING LAW

These Conditions of Carriage are applicable unless they are inconsistent with our Tariffs or applicable law in which event such Tariffs or laws shall prevail.

If any provision of these Conditions of Carriage is invalid under any applicable law, the other provisions shall nevertheless remain valid.

### 2.5 CONDITIONS PREVAIL OVER REGULATIONS

Except as provided in these Conditions of Carriage, in the event of inconsistency between these Conditions of Carriage and any other regulations we may have, dealing with particular subjects, these Conditions of Carriage shall prevail.

## ARTICLE 3—TICKETS

### 3.1 GENERAL PROVISIONS

3.1.1 We will provide carriage only to the Passenger named in the Ticket, and you may be required to produce appropriate identification.

3.1.2 A Ticket is not transferable.

3.1.3 Some Tickets are sold at discounted fares which

may be partially or completely non-refundable. You should choose the fare best suited to your needs. You may also wish to ensure that you have appropriate insurance to cover instances where you have to cancel your Ticket.

3.1.4 If you have a Ticket, as described in 3.1.3 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.

3.1.5 The Ticket is and remains at all times the property of the issuing carrier.

3.1.6 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. In addition, 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 our Authorised Agent. In the case of an Electronic Ticket, you shall not be entitled to be carried on a flight unless you provide positive identification and a valid Electronic Ticket has been duly issued in your name.

3.1.7(a) In case of loss or mutilation of a Ticket (or part of it) by you or non-presentation of a Ticket containing the Passenger Coupon and all unused Flight Coupons, upon your request we will replace such Ticket

(or part of it) by issuing a new Ticket, provided there is evidence, readily ascertainable at the time, that a Ticket valid for the flight(s) in question was duly issued and you sign an agreement to reimburse us for any costs and losses, up to the value of the original ticket, which are necessarily and reasonably incurred by us or another carrier for misuse 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 agent.

3.1.7(b) Where such evidence is not available or you do not sign such an agreement, the carrier issuing the new Ticket may require you 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 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 Except as otherwise provided in the Ticket, these Conditions, or in applicable Tariffs, (which may limit the validity of a ticket, in which case the limitation will be shown on the Ticket), a Ticket is valid for:

3.2.1(a) one year from the date of issue; or

3.2.1(b) subject to the first travel occurring within one year from the date of issue, one year from the date of first travel under the Ticket.

3.2.2 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 confirm a reservation, the validity of such Ticket will be extended, or you may be entitled to a refund in accordance with Article 10.

3.2.3 If after having commenced your journey, you are prevented from travelling within the period of validity of the Ticket by reason of illness, 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 a medical certificate. When the flight coupons remaining in 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.

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3.2.4 In the event of death of a Passenger en route, the Tickets of persons accompanying the Passenger may be modified by waiving the minimum stay or 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 are accompanying 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 The Ticket you have purchased is valid only for the transportation as shown on the Ticket, from the place of departure via any Agreed Stopping Places to the final destination. The fare you have paid is based upon our Tariff and is for the transportation as shown on the Ticket. It forms an essential part of our contract with you. The Ticket will not be honored and will lose its validity if all the Coupons are not used in the sequence provided in the Ticket.

3.3.2 Should you wish to change any aspect of your transportation you must contact us in advance. 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. Should you be required to change any aspect of your transportation due to Force Majeure, you must contact us as soon as practicable and we will use reasonable efforts to transport you to your next Stopover or final destination, without recalculation of the fare.

3.3.3 Should you change your transportation without our agreement, we will assess the correct price for your actual travel. You will have to pay any difference 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 but otherwise, your unused Coupons have no value.

3.3.4 Please be aware that while some types of changes will not result in a change of fare, others, such as changing the place of departure (for example if you do not fly the first segment) or reversing the direction you travel, can result in an increase in price. 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 Flight Coupon contained in your Ticket will be accepted for transportation in the class of service on the date and flight for which space has been reserved. When a Ticket 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 Please be advised that in the event you do not show up for any flight without advising us in advance, we may cancel your return or onward reservations. However, if you do advise us in advance, we will not cancel your subsequent flight reservations.

### 3.4 NAME AND ADDRESS OF CARRIER

Our name may be abbreviated to our Airline Designator Code, or otherwise, in 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 in the Ticket, or in the case of an Electronic Ticket, as indicated for our first flight segment in the Itinerary Receipt.

## ARTICLE 4—FARES, TAXES, FEES AND CHARGES

### 4.1 FARES

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination, unless otherwise expressly stated. Fares do not include ground transport service between airports and between airports and town terminals. 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 impact the fare to be paid.

## 4.2 TAXES, FEES AND CHARGES

Applicable taxes, fees and charges imposed by government or other authority, or by the operator of an airport, shall be payable by you. At the time you purchase your Ticket, you will be advised of taxes, fees and charges not included in the fare, most of which will normally be shown separately on the Ticket. The taxes, fees and charges imposed on air travel are constantly changing and can be imposed after the date of Ticket issuance. If there is an increase in a tax, fee or charge shown on the Ticket, you will be obliged to pay it. Likewise, if a new tax, fee or charge is imposed even after Ticket issuance, you will be obliged to pay it. Similarly, in the event any taxes, fees or charges which you have paid to us at the time of Ticket issuance are abolished or reduced such that they no longer apply to you, or a lesser amount is due, you will be entitled to claim a refund.

## 4.3 CURRENCY

Fares, taxes, fees and charges are payable in the currency of the country in which the Ticket is issued, unless another currency is indicated by us or our Authorised Agent, at or before the time payment is made (for example, because of the non-convertibility of the local currency). We may at our discretion, accept payment in another currency.

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## ARTICLE 5—RESERVATIONS

### 5.1 RESERVATION REQUIREMENTS

5.1.1 We or our Authorised Agent will record your reservation(s). Upon request we will provide you with written confirmation of your reservation(s).

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 Agent, we may cancel your reservation.

### 5.3 PERSONAL DATA

You recognise that personal data has been given to us for the purposes of: making a reservation, purchasing a Ticket, obtaining ancillary services, developing and providing services, facilitating immigration and entry procedures, and making available such data to government agencies, in connection with your travel. For these purposes, you authorise us to retain and use such data and to transmit it to our own offices, Authorised Agents, government agencies, other Carriers or the providers of the above-mentioned services.

### 5.4 SEATING

We will endeavour to honour advance seating requests, however, we cannot guarantee any particular seat. We reserve the right to assign or reassign seats at any time, even after boarding of the aircraft. This may be necessary for operational, safety or security reasons.

### 5.5 RECONFIRMATION OF RESERVATIONS

5.5.1 Onward or return reservations may be subject to the requirement to reconfirm the reservations 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. However, if you advise us you still wish to travel, and there is space on the flight, we will reinstate your reservations and transport you. If there is no space on the flight we will use reasonable efforts to transport you to your next or final destination.

5.5.2 You should check the reconfirmation requirements of any other Carriers involved in your journey with them. Where it is required, you must reconfirm with the Carrier whose code appears for the flight in question on the Ticket.

### 5.6 CANCELLATION OF ONWARD RESERVATIONS

Please be advised that if you do not show up for any flight without advising us in advance, we may cancel your return or onward reservations. However, if you do advise us in advance, we will not cancel your subsequent flight reservations.

## ARTICLE 6—CHECK-IN AND BOARDING

6.1 Check-in Deadlines are different at every airport and we recommend that you inform yourself about these Check-in Deadlines and honour them. Your journey will be smoother if you allow yourself ample time to comply with the Check-in Deadlines. We reserve the right to cancel your reservation if you do not comply with the Check-in Deadlines indicated. We or our Authorised Agents will advise you of the Check-in Deadline for your first flight on us. For any subsequent flights in your journey, you should inform yourself of the Check-in Deadlines. Check-in Deadlines for our flights can be found in our timetable, or may be obtained from us or our Authorised Agents.

6.2 You must be present at the boarding gate not later than the time specified by us when you check-in.

6.3 We may cancel the space reserved for you if you fail to arrive at the boarding gate in time.

6.4 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 AND LIMITATION OF CARRIAGE

### 7.1 RIGHT TO REFUSE CARRIAGE

In the reasonable exercise of our discretion, we may refuse to carry 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. In this circumstance you will be entitled to a refund. We may also refuse to carry you or your Baggage if one or more of the following have occurred or we reasonably believe may occur:

7.1.1 such action is necessary in order to comply with any applicable government laws, regulations, or orders;

7.1.2 the carriage of you or your Baggage may endanger or affect the safety, health, or materially affect the comfort of other passengers or crew;

7.1.3 your mental or physical state, including your impairment from alcohol or drugs, presents a hazard or risk to yourself, to passengers, to crew, or to property;

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7.1.4 you have committed misconduct on a previous flight, and we have reason to believe that such conduct may be repeated;

7.1.5 you have refused to submit to a security check;

7.1.6 you have not paid the applicable fare, taxes, fees or charges;

7.1.7 you do not appear to have valid travel documents, may seek to enter a country through which you may be in transit, or for which you do not have valid travel documents, destroy your travel documents during flight or refuse to surrender your travel documents to the flight crew, against receipt, when so requested;

7.1.8 you present a Ticket that has been acquired unlawfully, has been purchased from an entity other than us or our Authorised Agent, or has been reported as being lost or stolen, is a counterfeit, or you cannot prove that you are the person named in the Ticket;

7.1.9 you have failed 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 Agent, or the Ticket is mutilated;

7.1.10 you fail to observe our instructions with respect to safety or security.

## 7.2 SPECIAL ASSISTANCE

Acceptance for carriage of unaccompanied children, passengers with reduced mobility, pregnant women, persons with illness or other people requiring special assistance is subject to prior arrangement with us. Passengers with disabilities who have advised us of any special requirements they may have at the time of ticketing, and been accepted by us, shall not subsequently be refused carriage on the basis of such disability or special requirements.

## ARTICLE 8—BAGGAGE

### 8.1 FREE BAGGAGE ALLOWANCE

You may carry some Baggage, free of charge, subject to our conditions and limitations, which are available upon request from us or our Authorised Agents and are available at [insert where these conditions and limitations can be obtained].

### 8.2 EXCESS BAGGAGE

You will be required to pay a charge for carriage of Baggage in excess of the free Baggage allowance. These rates are available from us upon request and are available at [insert where these conditions and limitations can be obtained].

### 8.3 ITEMS UNACCEPTABLE AS BAGGAGE

8.3.1 You must not include in your Baggage:

8.3.1.1 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 our regulations (further information is available from us on request);

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

8.3.1.3 items which are reasonably considered by us to be unsuitable for carriage because they are dangerous, unsafe or by reason of their weight, size, shape or character, or which are fragile

or perishable having regard to, among other things, the type of aircraft being used. Information about unacceptable items is available upon request.

8.3.2 Firearms and ammunition other than for hunting and sporting purposes are prohibited from carriage as Baggage. Firearms and ammunition for hunting and sporting purposes may be accepted as Checked Baggage. Firearms must be unloaded with the safety catch on, and suitably packed. Carriage of ammunition is subject to ICAO and IATA regulations as specified in 8.3.1.1.

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

8.3.4 You must not include in Checked Baggage money, jewellery, precious metals, computers, personal electronic devices, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples.

8.3.5 If, despite being prohibited, any items referred to in 8.3.1, 8.3.2 and 8.3.4 are included in your Baggage, we shall not be responsible for any loss or damage to such items.

## 8.4 RIGHT TO REFUSE CARRIAGE

8.4.1 Subject to paragraph 8.3.2 and 8.3.3, we will refuse to carry as Baggage the items described in 8.3, and we may refuse further carriage of any such items upon discovery.

8.4.2 We may refuse to carry as Baggage any item reasonably considered by us to be unsuitable for carriage because of its size, shape, weight, content, character, or for safety or operational reasons, or the comfort of other passengers. Information about unacceptable items is available upon request.

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8.4.3 We may refuse to accept Baggage for carriage unless it is in our reasonable opinion properly and securely packed in suitable containers. Information about packing and containers unacceptable to us is available upon request.

## 8.5 RIGHT OF SEARCH

For reasons of safety and security we may request that you permit a search and scan of your person and a search, scan or x-ray of your Baggage. If you are not available, your Baggage may be searched in your absence for the purpose of determining whether you are in possession of or whether your Baggage contains any item described in 8.3.1 or any firearms, ammunition or weapons, which have not been presented to us in accordance with 8.3.2 or 8.3.3. If you are unwilling to comply with such request we may refuse to carry you and your Baggage. In the

event a search or scan causes Damage to you, or an x-ray or scan causes damage to your Baggage, we shall not be liable for such Damage unless due to our fault or negligence.

## 8.6 CHECKED BAGGAGE

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

8.6.2 Checked Baggage must have your name or other personal identification affixed to it.

8.6.3 Checked Baggage will, whenever possible, be carried on the same aircraft as you, unless we decide for safety, security or operational reasons to carry it on an alternative flight. If your Checked Baggage is carried on a subsequent flight we will deliver it to you, unless applicable law requires you to be present for customs clearance.

## 8.7 UNCHECKED BAGGAGE

8.7.1 We may specify maximum dimensions and/or weight for Baggage which you carry on to the aircraft. If we have not done so, Baggage which you carry on to the aircraft must fit under the seat in front of you or in an enclosed storage compartment in the cabin of the aircraft. If your Baggage cannot be stored in this manner, or is of excessive weight, or is considered unsafe for any reason, it must be carried as Checked Baggage.

8.7.2 Objects not suitable for carriage in the cargo compartment (such as delicate musical instruments), and which do not meet the requirements in 8.7.1 above, will only be accepted for carriage in the cabin compartment if you have given us notice in advance and permission has been granted by us. You may have to pay a separate charge for this service.

## 8.8 COLLECTION AND DELIVERY OF CHECKED BAGGAGE

8.8.1 Subject to Article 8.6.3, you are required to collect your Checked Baggage as soon as it is made available at your destination or Stopover. Should you not collect it within a reasonable time, we may charge you a storage fee. Should your Checked Baggage not be claimed within three (3) months of the time it is made available, we may dispose of it without any liability to you.

8.8.2 Only the bearer of the Baggage Check and Baggage Identification Tag, is entitled to delivery of the Checked Baggage.

8.8.3 If a person claiming Checked 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.

## 8.9 ANIMALS

If we agree to carry your animals they will be carried subject to the following conditions:

8.9.1 You must ensure that animals such as dogs, cats, household birds and other pets, are properly crated and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit failing which, they will not be accepted for carriage. Such carriage may be subject to additional conditions specified by us, which are available on request.

8.9.2 If accepted as Baggage, the animal, together with its container and food, shall not be included in your free Baggage allowance, but shall constitute excess baggage, for which you will be obliged to pay the applicable rate.

8.9.3 Guide dogs accompanying Passengers with disabilities will be carried free of charge in addition to the normal free baggage allowance, subject to conditions specified by us, which are available on request.

8.9.4 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 unless we have been negligent.

8.9.5 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 carrying the animal must reimburse us for any fines, costs, losses or liabilities reasonably imposed or incurred by us as a result.

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### ARTICLE 9—SCHEDULES, DELAYS, CANCELLATION OF FLIGHTS

#### 9.1 SCHEDULES

9.1.1 The flight times shown in timetables may change between the date of publication and the date you actually travel. We do not guarantee them to you and they do not form part of your contract with us.

9.1.2 Before we accept your booking, we will notify you of the scheduled flight time in effect as of that time, 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 you provide us with contact information, we will endeavour to notify you of any such changes. 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 10.2.

## 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, if we cancel a flight, fail to operate a flight reasonably according to the schedule, fail to stop at your destination or Stopover destination, 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 charge 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. If the fare and charges for the revised routing are lower than what you have paid, we shall refund the difference; or

9.2.2.3 make a refund in accordance with the provisions of Article 10.2.

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, the options outlined in Article 9.2.2.1 through 9.2.2.3 are the sole and exclusive remedies available to you and we shall have no further liability to you.

9.2.4 If we are unable to provide previously confirmed space, we shall provide compensation to those Passengers denied boarding in accordance with applicable law and our denied boarding compensation policy.

## ARTICLE 10—REFUNDS

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

10.1.1 Except as otherwise provided in this Article, we shall be entitled to make a refund either to the person named in 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 in the Ticket, and the Ticket indicates that there is a restriction on refund, we shall make a refund only to the person who paid for the Ticket, or to that person's order.

10.1.3 Except in the case of a lost Ticket, refunds will only be made on surrender to us of the Ticket and all unused Flight Coupons.

## 10.2 INVOLUNTARY REFUNDS

10.2.1 If we cancel a flight, fail to operate a flight reasonably according to schedule, fail to stop at your destination or Stopover, 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;

10.2.1.2 if a portion of the Ticket has been used, the refund will be not less than the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used.

## 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 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;

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.

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## 10.4 REFUND ON LOST TICKET

10.4.1 If you lose your Ticket or portion of it, upon furnishing us with satisfactory proof of the loss, and payment of a reasonable administration charge, refund will be made as soon as practicable after the expiry of the validity period of the Ticket, on condition:

10.4.1.1 that the lost Ticket, or portion of it, 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);

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

10.4.2 If we or our Authorised Agent lose the Ticket or portion of it, the loss shall be our

responsibility.

## 10.5 RIGHT TO REFUSE REFUND

10.5.1 We may refuse a refund where application is made after the 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 agent if so authorised.

## ARTICLE 11—CONDUCT ABOARD AIRCRAFT

### 11.1 GENERAL

If, in our reasonable opinion, you conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instructions of the crew including but not limited to those with respect to smoking, alcohol or drug consumption, or behave in a manner which causes discomfort, inconvenience, damage or injury to other passengers or the crew, we may take such measures

as we deem reasonably necessary to prevent continuation of such conduct, including restraint. You may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed on board the aircraft.

### 11.2 ELECTRONIC DEVICES

For safety reasons, we may forbid or limit operation aboard the aircraft of electronic equipment, including, but not limited to, cellular telephones, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices, including radio controlled toys and walkie-talkies. Operation of hearing aids and heart pacemakers is permitted.

## ARTICLE 12—ARRANGEMENTS FOR ADDITIONAL SERVICES

12.1 If we make arrangements for you with any third party to provide any services other than

carriage by air, or if we issue a ticket or voucher relating to transportation or services (other than carriage by air) provided by a third party such as hotel reservations or car rental, in doing so we act only as your agent. The terms and conditions of the third party service provider will apply.

12.2 If we are also providing surface transportation to you, other conditions may apply to such surface transportation. Such conditions are available from us upon request.

## ARTICLE 13—ADMINISTRATIVE FORMALITIES

### 13.1 GENERAL

13.1.1 You are responsible for obtaining all required travel documents and visas and for complying 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 for the consequences to any Passenger resulting from his or her failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

### 13.2 TRAVEL DOCUMENTS

Prior to travel, you must present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries concerned, and permit us to take and retain copies thereof. We reserve the right to refuse carriage if you have not complied with these requirements, or your travel documents do not appear to be in order.

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### 13.3 REFUSAL OF ENTRY

If you are denied entry into any country, you will be responsible to pay any fine or charge assessed against us by the Government concerned and for the cost of transporting you from that country. The fare collected for carriage to the point of refusal or denied entry will not be refunded by us.

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

If we are required to pay 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 on demand, any amount so paid or expenditure so incurred. We may apply towards 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

If required, you shall attend inspection of your Baggage, 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

You shall submit to any security checks by Govern- ments, airport officials, Carriers or by 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 Convention. However, your attention is drawn to Article 15.1.2(b).

## ARTICLE 15—LIABILITY FOR DAMAGE

15.1 The liability of [name of your Airline] and each Carrier involved in your journey will be determined by its own Conditions of Carriage. Our liability provisions are as follows:

15.1.1 Unless otherwise stated herein, international travel, as defined in the Convention, is subject to the liability rules of the Convention.

15.1.2 Where your carriage is not subject to the liability rules of the Convention, the following rules shall apply [each airline's own rules to be specified]:

15.1.2(a) Any liability we have for Damage, will be reduced by any negligence on your part which causes or contributes to the Damage in accordance with applicable law.

15.1.2(b) We will be liable only for Damage occurring during carriage on flights or flight segments where our Airline Designator Code appears in the carrier box of the Ticket for that flight or flight segment. If we issue a Ticket or if we check Baggage for carriage on another carrier, we do so only as agent for the other carrier. Nevertheless, with respect to Checked Baggage, you may make a claim against the first or last carrier.

15.1.2(c) We will not be liable for Damage to Unchecked Baggage unless such Damage is caused by our negligence.

15.1.2(d) We are not liable for any Damage arising from our compliance with applicable laws or Govern- ment rules and regulations, or from your failure to comply with the same.

15.1.2(e) Except in the case of an act or omission done with intent to cause Damage or recklessly and with knowledge that Damage would probably result, our liability in the case of Damage to Checked Baggage shall be limited to [insert your limit] per kilogram and in the case of Damage to Unchecked Baggage shall be limited to [insert your limit] per passenger where the Warsaw Convention applies to your journey, or 1,000 SDRs for Checked and Unchecked baggage where the Montreal Convention applies to your journey, provided that in either case if in accordance with applicable law different limits of liability are applicable such different limits shall apply. The SDR is a Special Drawing Right as defined by the International Monetary Fund. The value of 1 SDR is approximately US \$1.37 but this rate of conversion may fluctuate. For the purposes of the Warsaw Convention, if the weight of the Baggage is not recorded on the Baggage Check, it is presumed that the total weight of the Checked Baggage does not exceed the applicable free baggage allowance for the class of carriage concerned. If in the case of Checked Baggage a higher value is declared in writing pursuant to an excess valuation facility, our liability shall be limited to such higher declared value.

15.1.2(f) Except where other specific provision is made in these Conditions, we shall be liable to you only for recoverable compensatory Damages for proven losses and costs in accordance with the Convention.

15.1.2(g) We are not liable for any Damage caused by your Baggage. You shall be responsible for any Damage caused by your Baggage to other persons or property, including our property.

15.1.2(h) We shall have no liability whatsoever for Damage to articles not permitted to be contained in Checked Baggage under 8.3, including fragile or perishable items, items having a special value, such as money, jewellery, precious metals, computers, personal electronic devices, negotiable papers, securities, or other valuables, business documents, passports and other identification documents, or samples.

15.1.2(i) We are not responsible for any illness, injury or disability, including death, attributable to your physical condition or for the aggravation of such condition.

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15.1.2(j) The contract of carriage, including these Conditions of Carriage and exclusions or limits of liability, applies to our Authorised Agents, servants, employees and representatives to the same extent as they apply to us. The total amount recoverable from us and from such Authorised Agents, employees, representatives and persons shall not exceed the amount of our own liability, if any.

15.1.2(k) Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability under the Convention or applicable laws unless otherwise expressly stated.

For carriers who are parties to the Montreal Agreement (1966) and which have not waived the Warsaw limits of liability.

## SPECIAL AGREEMENT

Special Agreement applicable to carriage to, from or with an agreed stopping place in the United States of America (see applicable U.S. Tariffs). (A) We shall avail ourselves of the limitation of liability provided in the Convention. However, in accordance with Article 22(1) of the Convention [name of issuing airline] and certain other carriers agree that as to all international carriage by such airlines to which the Convention applies and which according to the contract of carriage includes a point in the United States of America as a point of origin, a point of destination or agreed stopping place:

(i) the limit of liability for each Passenger for death, wounding or other bodily injury shall be the sum of US\$75,000 inclusive of legal fees and costs except that, in the case of a claim brought in a State where provision is made for separate award of legal fees and costs, the limit shall be the sum of US \$58,000 exclusive of legal fees and costs;

(ii) such carriers shall not, with respect to any claim arising out of the death, wounding or other bodily injury of a Passenger, avail themselves of any defence under Article 20(1) of the Convention.

Nothing herein shall be deemed to affect the rights and liabilities of such airlines with regard to any claim brought by, on behalf of, or in respect of, any person who has caused Damage which resulted in death, wounding, or other bodily injury of a Passenger.

The names of carriers party to the agreement referred to in this Paragraph are available at all Ticket offices of such carriers and may be examined on request. Each of such carriers' has entered into the said agreement solely on its own behalf and with respect to carriage performed by it and has not thereby imposed any liability on any other airlines with respect to the portion of the carriage performed by such other carrier or assumed any liability with respect to the portion of the carriage performed by such other carrier.

OR

(B) Airlines that have voluntarily waived, or are subject to legislation imposing a waiver of the Warsaw limits of liability for death or injury to passengers, should insert appropriate liability provisions. European Community Carriers will want to review the provisions of EC Regulation No. 2027/97. However, it is crucial that any waiver language be drafted so as to apply only on that airline's flights (flights on which its airline designator is indicated on the Ticket) to avoid waiving the limits for other (down-line) "Carriers".

## ARTICLE 16—TIME LIMITATION ON CLAIMS AND ACTIONS

### 16.1 NOTICE OF CLAIMS

Acceptance of Baggage by the bearer of the Baggage Check without complaint at the time of

delivery is sufficient evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage, unless you prove otherwise.

If you wish to file a claim or an action regarding Damage to Checked Baggage, you must notify us as soon as you discover the Damage, and at the latest, within seven (7) Days of receipt of the Baggage. If you wish to file a claim or an action regarding delay of Checked Baggage, you must notify us within twenty-one (21) Days from the date the Baggage has been placed at your disposal. Every such notification must be made in writing.

## 16.2 LIMITATION OF ACTIONS

Any right to Damages shall be extinguished if an action is not brought within two years of the date of arrival at destination, or the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court where the case is heard.

## ARTICLE 17—OTHER CONDITIONS

Carriage of you and your Baggage is also provided in accordance with certain other regulations and conditions applying to or adopted by us. These regulations and conditions as varied from time to time are important. They concern among other things; the carriage of unaccompanied minors, pregnant women, and sick passengers, restrictions on use of electronic devices and items, the on board consumption of alcoholic beverages, and [insert other].

Regulations and conditions concerning these matters are available from us upon request.

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## ARTICLE 18—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.

..... (Name of Carrier)

..... (Abbreviation of Name)

GOVERNMENT RESERVATIONS

CANADA

The Canadian Transportation Agency endorses the principle that all passengers must be treated equally, regardless of their mental or physical condition; and that passengers must not be subject to unjust discrimination or to any undue or unreasonable prejudice or disadvantage in any respect whatever. Moreover, the National Transportation Act, 1987, provides that there shall not be any undue obstacle to the mobility of persons with disabilities when they travel the transportation network governed by the Act. The air carrier must accept the determination of a person with a disability that his or her self-reliance, a carrier shall not refuse such passenger transportation on the basis that there is a lack of escort or that the passenger may require additional attention from airline employees. (3.3.94)

## BRAZIL

The Ticket: The validity of the ticket is one year counted from the date of issuance. In addition, when necessary, the conditions of application of the fare used shall be considered. The fare shown in the ticket shall not be adjusted by any fare adjustments occurred within the validity of the ticket.

Changes in the Contract of Transportation: When a passenger requests an alteration in the original itinerary before or after departure and within the validity of the ticket, the carrier shall make fares or exchange rates adjustments occurred within its validity.

Sales commissions paid by Carriers: The sales commission paid to travel agencies and cargo offices, whenever ticket sales and/or charter services are involved, will be freely agreed between the transporting carrier and accredited agencies. Due to this agreements either parts are not permitted to alter any approved levels by DAC.

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## RECOMMENDED PRACTICE 1727 LINING OUT ENTRIES ON TICKETS PSC(01)1727 RECOMMENDED that:

Before the alteration sticker set forth in [Resolution 727](#) is placed on the applicable flight coupon being altered, a line shall be drawn through the applicable entries on all coupons of the ticket.

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