

# CONDITION OF CARRIAGE

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When you buy a ticket for travel on Dana Air, you enter into a contract of carriage with us. The terms of your contract are set forth in:

- A) Your ticket
- B) Any tariffs that apply
- C) Our Conditions of Carriage or General Rules Tariff

## **Dana Airlines Conditions of Carriage:**

### **ARTICLE 1 — WHAT PARTICULAR EXPRESSIONS MEAN IN THESE CONDITIONS**

As you read these conditions, please note that:

“**We**”, “**our**”, “**ourselves**” and “**us**” means Dana Airlines Limited of 51 Allen Avenue, Ikeja, Lagos Nigeria.

“**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 we have appointed 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 by us, 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 each piece of Checked Baggage.

“**Checked Baggage**” means Baggage of which we take custody and for which we have issued a Baggage Identification Tag.

“**Check-in Deadline**” means the time limit specified by us by which you must have completed check-in formalities and received your boarding pass.

“**Conditions of Carriage**” means these conditions of carriage.

“**Conditions of Contract**” means those statements contained in or delivered with your Ticket or e-Ticket Receipt, identified as such and which incorporate, by reference, these Conditions of Carriage.

“**Confirmed Reservation**” means a booking for a flight or series of flights in circumstances where the following conditions apply: a seat is held from availability with the status 'HK' (holding confirmed); payment has been received in the form of cleared funds taken in the form of credit card/debit card transactions, travel agent MPD, cash paid at an airport or another payment location as authorised by us, or by cleared cheque; all flight sectors are confirmed; the booking contains relevant details which are the same as the travel document held by the Passenger (e.g. name, contact details, flight number(s)); and the Passenger has been advised that his or her travel booking is confirmed.

“**Conjunction Ticket**” means a Ticket issued to you in relation to another Ticket which together constitute a single contract of carriage.

“**Coupon**” means both a paper Flight Coupon or Passenger Coupon issued by us or our Authorised Agent as part of your ticket.

“**Damage**” includes, but is not restricted to, death of, wounding of, or bodily injury to a Passenger caused by an accident on board an aircraft or during embarkation or disembarkation, and loss of, damage to, or destruction of, baggage. Additionally, it means damage occasioned by delay in the carriage by air of Passengers or Baggage.

“**Days**” mean all seven days of every 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.

“**Denied Boarding**” means a refusal to accommodate passengers on a scheduled flight although they have a valid Ticket with a Confirmed Reservation on that flight and have presented themselves for check in within the required time limit as stipulated in Article 6 of these Conditions of Carriage.

“**Electronic Ticket**” means the electronic entries in our reservations database recording the carriage you have booked for which we or our Authorised Agent has issued an e-Ticket Receipt.

“**e-Ticket Receipt**” means a receipt marked as such or marked Passenger Receipt/Itinerary, Passenger Itinerary/Receipt or Itinerary/Receipt which we deliver by email, by fax, by hand, by mail or by courier.

“**EU**” means the European Union.

“**Flight Coupon**” means a paper document, marked as such, issued by us or our Authorised Agent as part of your Ticket showing the places of departure and destination between which you are entitled to be carried, or, alternatively, an electronic entry in our reservations database recording your booking for carriage on a particular flight.

“**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. Circumstances that are within your control and are foreseeable include, but are not limited to, not possessing valid travel documents for any country you may seek to enter as a point of destination or transit; a pre-existing medical condition of you or anyone travelling with you or a close family member or partner of which you were aware or should have been aware with the exercise of due diligence at the time of issue of your ticket; failure to arrange reliable transportation or to leave adequate time to complete your journey to an airport in order to arrive at least 90 minutes before domestic flights, or 120 minutes before all other flights (or such longer period as may be specified at time of issue of your ticket); failure to leave adequate time between the scheduled time of arrival of a connecting flight and the scheduled departure of your flight; booking a ticket knowing that you will be unable to be carried on one or more flight segments because of application of these Conditions of Carriage (such as Article 7); a pre-existing commitment relating to your employment or business or personal life of which you were aware, or should have been with the exercise of due diligence at the time of issue of your Ticket.

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

“**National Currency Equivalent**” means the equivalent value of the local currency of the country in which the compensation is to be paid or in which judgement is to be made.

“**Nominated Bank**” means a bank, or specific branch of a bank, authorised by us to receive cash payment on our behalf in respect of the sale of air transportation on our services.

“**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 a document marked as such issued by us or our Authorised Agent as part of your Ticket.

“**Special Drawing Right**” and “**SDR**” means the composite unit of currency that is the official unit of exchange of 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 air carrier filed, where required, with the appropriate authorities.

“**Ticket**” means either the paper document marked Passenger Ticket and Baggage Check issued by us or our Authorised Agent with all accompanying Coupons, or alternatively, an Electronic Ticket.

“**Unchecked Baggage**” means any of your Baggage other than Checked Baggage.

“**US**” means the United States of America.

“**US\$**” means United States Dollars.

“**Warsaw Convention**” means whichever of the following instruments are applicable to your 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 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).

## **ARTICLE 2 — APPLICABILITY**

2.1 General Except as provided in Articles 2.2 and 2.4, these Conditions of Carriage apply wherever we are the operator of your flight or where our Airline Designator Code appears in the 'carrier' box of your Ticket.

2.2 Charter and package tour holiday 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 your Ticket. If carriage is performed pursuant to a package tour holiday contract with a third party these Conditions of Carriage apply to your carriage by air, with the exception of those provisions dealing with refunds.

2.3 Overriding law

2.3.1 These Conditions of Carriage are applicable unless they are inconsistent with our Tariffs or laws which apply to your contract of carriage, in which event such Tariffs or applicable laws shall prevail.

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

2.4 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. If part of one of our regulations is invalid under any applicable law, the other parts of our regulations will still apply.

## **ARTICLE 3 — TICKETS**

3.1 Transferability, non-use, loss and replacement of tickets

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

3.1.2 For the purposes of the Warsaw Convention and the Montreal Convention, an e-Ticket Receipt is deemed to serve as a passenger ticket and a baggage check/document of carriage

3.1.3 A Ticket is not transferable.

3.1.4 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.

3.1.5 If you have a Ticket of the type described in Article 3.1.4 above which is completely unused solely because you are prevented from travelling due to Force Majeure, we will provide you with a credit for the non-

refundable amount of the fare for future travel on us, subject to deduction of a reasonable administration fee and provided that you promptly advise and furnish us with evidence of such Force Majeure. Such credit can be used toward purchase of a Ticket for another person.

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

3.1.7 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 as well as the Passenger Coupon. In addition, you shall not be entitled to be carried if the Ticket presented is mutilated or tampered with, 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 e-Ticket Receipt has been duly issued in your name.

3.1.8(a) In case of loss or mutilation of a Ticket (or part of it) by you, 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 the costs and losses specified in Article 3.1.8(c) 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.

3.1.8(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(c) Any reimbursement agreement signed pursuant to Article 3.1.8(a) will be for an amount up to the value of the original Ticket unless the replaced Ticket is subsequently used or cashed in by you, in which event your obligation to reimburse will also include our costs and expenses (including legal fees and expenses) of locating/notifying you and enforcing the agreement together with a reasonable administration fee in the same currency used to purchase the Ticket.

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

#### Period of validity

3.2.1 Except as otherwise provided on the Ticket, in these Conditions of Carriage, or in any 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:

3.2.1.1 one year from the date of issue; or

3.2.1.2 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 a reservation we are unable to confirm a reservation, the validity of such Ticket will be extended, or you may be entitled to a voluntary refund in accordance with Article 10.3.

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 unexpected illness, we may decide to extend the period of validity of your Ticket until the date when you become fit to travel or until our first flight after such date, from the point where the journey is resumed, on which space is available in the class of service for which the fare has been paid. Such illness must be attested to by an official medical certificate confirming the facts of the illness and stating when you will be fit to continue your journey. When the flight coupons remaining in the Ticket, or in the case of an Electronic Ticket, the e-Ticket Receipt, involve one or more Stopovers, the validity of such Ticket may be extended for not more than three months from the certified date on which you will be medically fit to continue your journey. In such circumstances, we will similarly extend the period of validity of Tickets of other members of your immediate family accompanying you.

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 Ticket 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.

### 3.3 Coupon sequence and use

3.3.1 The Ticket you have purchased is valid only for the transportation 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 honoured 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 possible and we will use reasonable efforts to transport you to your next Stopover or final destination, without recalculation of the fare, provided that you promptly advise us and furnish evidence of such Force Majeure.

3.3.3 Should you change your transportation without our agreement your unused Coupons will not be valid for travel until we have assessed the correct price for your actual travel and you have paid any difference between the price you previously 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 will 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 one (1) hour in advance of departure of the flight, we may decide to 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 is Dana Airlines limited of Dana House, 116 Oshodi Apapa Expressway, Isolo, Lagos, Nigeria

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

4.1 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 in it. Should you change your itinerary or dates of travel, this may affect 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. When 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. If you have purchased your ticket through an Authorised Agent and the Authorised Agent has failed to provide details of applicable taxes, fees and charges, resulting in no payment, or insufficient payment, of such taxes, fees and charges, you must pay the relevant amount at the airport before you are entitled to carriage. The taxes, fees and charges imposed on air travel are constantly changing and can be imposed after the date of issue of your Ticket. 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 the date of issue of your Ticket, 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 issue of your Ticket 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 Exceptional circumstances surcharges

4.3.1 In exceptional circumstances, charges may be imposed by us which are not taxes, fees or charges levied by the government or by a third party which are not normally applicable to our operations (for example, but not limited to, insurance premium supplements or additional security costs triggered by terrorism). In addition, we may be subject to significant increases in operational costs, such as fuel charges, caused by exceptional circumstances beyond our control. Where such charges relate to carriage of passengers, we shall (subject to Article 4.3.2) be entitled to require you to pay, as fare surcharges, all such charges attributable by us to your carriage (even if imposed after the date of issue of your Ticket), save that where the total of all surcharges payable exceeds the lesser amount of, 25% of the cost of your Ticket and the sum of US\$50, (or the equivalent amount in the currency used to purchase the ticket), you may choose not to pay and receive an involuntary refund in accordance with the provisions of Article 10.2.

4.3.2 We will endeavour to contact you with details of any applicable fare surcharges as soon as possible. If we are unable to contact you, we will advise you of the applicable fare surcharge at check-in. You are entitled to choose not to pay the fare surcharge and receive an involuntary refund in accordance with Article 10.2, in which case we will have no further liability to you.

4.3.3 In the event any such surcharge you have paid to us at the time of issue of your Ticket ceases to apply to you, or a lesser amount is due, you will be entitled to claim a refund.

4.4 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). At our discretion, we may accept payment in another currency.

### **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.

5.1.3 If you have a medical condition or other condition for which you may require medical assistance or special assistance during embarkation, disembarkation or assistance during the flight (for example, in the circumstances set out at Articles 7.3 and 7.4), you must advise us at the time you make your booking. You will be given a provisional booking until such time that we are satisfied that you have received medical clearance required by Article 7.3 and satisfied all conditions attached to such clearance.

#### **5.2 Ticketing time limits**

5.2.1 We will cancel your reservation if you have not paid the applicable fare (and taxes, fees and charges) for the Ticket prior to the specified ticketing time limit, as advised by us or our Authorised Agent.

5.3 Personal data You recognise that your personal data (including sensitive personal data) has been provided to us for the purposes of making a reservation; recording and issuing a Ticket and issuing a boarding pass or other ancillary documentation associated with your carriage; advising you of changes to your itinerary; responding to your queries or requests; issuing receipts; providing you with your transportation and ancillary services related to your travel, for example, provision of wheelchair assistance and third party services; administration of accounting, billing and auditing procedures; facilitating immigration and entry procedures; dealing with customs control; meeting security requirements; handling customer relations issues; prevention and detection of crime, analysis of statistics; operating frequent flyer programmes; assisting us in dealing with your future transactions with you; systems testing; market analysis; performance measures; meeting legal obligations to you, or meeting legal obligations to make such data available to government agencies in connection with your travel (for example, security, customs, or immigration); and other purposes associated with your carriage. For all these purposes, you authorise us to retain and use such data and to transmit it to our own offices, our Authorised Agent, our other companies and/or brands, anyone to whom we transfer our rights and duties; third party companies offering related services; government agencies; credit and other payment card companies; other carriers or the providers of the aforementioned services. Sensitive personal data, for example, data relating to your health or disabilities, religion, criminal record or otherwise, may be processed by us. You recognise that by providing us with sensitive personal data you give your explicit consent for us to process it and disclose it to third parties for the above purposes. We

may also retain your personal data for direct marketing and market research, but not without your authority. We undertake to collect, process, store and transfer your data in compliance with relevant data protection legislation.

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, security reasons or otherwise. We reserve the right to change your seat assignment within your class of travel if you do not comply with the Check-in Deadline indicated or, in the absence of notification of the Check-in Deadline; you fail to check in 30 minutes before domestic flights and 60 minutes before all other flights.

## **5.5 Aircraft**

5.5.1 We will try to provide for your carriage the aircraft specified in our timetable or specified to you at the time of issue of your ticket, however, we cannot guarantee any particular aircraft. We reserve the right to substitute a different aircraft type and model. This may be necessary for operational, safety or security reasons.

5.5.2 There may be occasions where it is necessary for us to temporarily supplement our fleet with aircraft operated for our benefit by another airline. In such circumstances, we shall try to ensure that you receive the same level of in-flight service, entertainment and baggage allowance advertised for your flight but we cannot guarantee that this will always be possible.

## **5.6 Communication expenses**

Once your reservation has been confirmed, we may require reimbursement by you of communication expenses incurred by us as a result of any request made by you subsequent to the confirmation in connection with your reservation such as, but not limited to, change of date or time of your flight, requests for upgrades or change in routing to final destination.

## **5.7 Reconfirmation of reservations**

5.7.1 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 decide to cancel your onward or return reservations. No refund will be made for the fare in respect of such cancelled reservation unless permitted by the conditions applicable to your Ticket. If you advise us you still wish to travel, and there is space on the flight, we will reinstate your reservations and transport to you. If there is no space on the flight we will use reasonable efforts to transport you to your next or final destination.

5.7.2 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 Airline Designator Code appears on the Ticket for the flight in question.

5.8 Cancellation of onward reservations Please be advised that if you do not check in for any flight without advising us in advance or if, having checked in, fail to present yourself at the boarding gate with your boarding pass within the time limit specified by us at check-in, we may decide to 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. As a minimum, we advise you to present yourself for check-in prior to scheduled time of departure by no less than 90 minutes.

6.2 We reserve the right to cancel your reservation if you do not comply with the Check-in Deadlines indicated or check-in 30 minutes prior to the scheduled departure time for domestic flights and 60 minutes prior to all other flights, whichever is longer. We or our Authorised Agent 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.

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

6.4 We may decide to cancel the space reserved for you or change your seat assignment within your ticketed class of carriage if you fail to arrive at the boarding gate in time.

6.5 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 6.

## **ARTICLE 7 — REFUSAL AND LIMITATION OF CARRIAGE**

7.1 Right to refuse carriage We may decide to refuse to carry you and/or your Baggage (even if you hold a valid Ticket) if one or more of the following has happened or we reasonably believe might happen:

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

7.1.2 you commit a criminal offence during any of the operations of embarkation on your flight, or disembarkation from a connecting flight, or on board the aircraft; or

7.1.3 you fail to observe safety or security instructions of, or obstruct or hinder, ground staff in the performance of their duties; or

7.1.4 you use threatening, abusive or insulting words or behave in a threatening, abusive or insulting manner to ground staff or members of the crew prior to or during boarding the aircraft or disembarkation from a connecting flight; or

7.1.5 the carriage of you and/or your Baggage may endanger or affect, or has endangered or affected, the safety of the aircraft or anyone on the aircraft; or

7.1.6 carriage of you and/or your Baggage may endanger or affect the safety, health or comfort of other passengers or members of the crew; or

7.1.7 carriage of you or your Unchecked Baggage may materially affect the comfort of other passengers; or

7.1.8 your mental or physical state, including your impairment from alcohol or drugs, appears to present a hazard or risk to yourself, to passengers, to crew, to the aircraft or any person or property in it or represents a likely source of material annoyance or discomfort to other passengers; or

7.1.9 you have refused to submit to a security check for yourself or your Baggage, or having submitted to such a check, you fail to respond to our satisfaction to security questions, assessments or profiling or tamper with or remove security seals on your baggage; or

7.1.10 you fail to observe our instructions with respect to safety or security and comfort of other passengers on matters such as, but not limited to, seating, storage of Unchecked Baggage, smoking, consumption of alcohol or use of drugs, use of electronic equipment including, but not limited to, mobile/cellular phones, laptop computers, PDAs, portable recorders, portable radios, CD, DVD and MP3 players, electronic games or transmitting devices; or

7.1.11 you are, or we reasonably suspect you are, in the unlawful possession of drugs; or

7.1.12 you have made or attempted to make a hoax bomb, hijack threat or other security threat; or

7.1.13 you have not paid the applicable fare, taxes, fees or charges or exceptional circumstances surcharge for your journey; or

7.1.14 you present a Ticket that has been acquired unlawfully or fraudulently, appears to be falsified, has been purchased from or issued by an entity other than us or our Authorised Agent, or has been reported as being mutilated, lost or stolen, is a counterfeit, or you cannot prove that you are the person named in the Ticket; or

7.1.15 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 or spoiled; or

7.1.16 we have notified you in writing that we would not at any time after the date of such notice carry you on our flights or if the aircraft's weight limitations or seating capacity prevent carriage of some Passengers and/or Baggage; or

7.1.17 you do not appear, and cannot reasonably satisfy us otherwise, that you are medically fit to fly, as required by Article 7.3; or

7.1.18 you, or someone who is legally responsible for you if you are a minor, have failed to comply with the requirements of Articles 7.3 or 7.4; or

7.1.19 you, or someone for whom you are responsible travelling with you (such as, but not limited to, a minor), are not permitted by law, court order or bail conditions from leaving the jurisdiction of the place of departure of the aircraft; or

7.1.20 you have previously committed one of the acts or omissions referred to above or have committed misconduct on a previous flight of the type referred to in Article 11.1.

7.2 Right to reimbursement You will reimburse us any costs we incur in order to (a) repair or replace property lost, damaged or destroyed by you; (b) compensate any passenger or crew member affected by your actions; and (c) divert the aircraft for the purpose of removing you or your baggage from the aircraft. We may apply the value of any unused portion of your ticket or any of your funds in our possession against such payment or expenses.

7.3 Fitness to fly Prior to boarding the aircraft for carriage you must be reasonably satisfied that you are medically fit to fly. Whenever you are aware of a health condition, but have been advised that you are fit to fly provided certain precautions are taken (for example, use of medication), it is your responsibility to ensure that all such precautions are in fact taken before, during and after your flight, as the case may be, and that you are able, if requested to do so, to produce written evidence of your fitness to fly. Where you have a medical condition which you have any reason to suspect, or ought reasonably to know, might be exacerbated by the normal operation of an aircraft or could cause you difficulty if you are unable to gain access before the end of your flight to professional medical assistance you are obliged to seek professional medical advice before flying with us and produce to us, no later than 48 hours before the flight, a medical report from an appropriately qualified doctor, dated no more than 10 days before the date of your flight, confirming your fitness to travel on all flights on which you are booked.

7.4 Special assistance Acceptance for carriage of unaccompanied children, incapacitated persons, persons who are disabled or have limited mobility, pregnant women, persons with illness or other people with special needs requiring special assistance (such as a wheelchair) is subject to prior agreement with us at the time of ticketing and compliance with our applicable procedures. If your special assistance requirements change adversely subsequent to you receiving our agreement to carry you, you must advise us immediately of your change in circumstances and seek our further acceptance for carriage. Any Passenger accepted by us for carriage shall not subsequently be refused carriage on the basis of such disability or special requirements unless they fail to comply with these Conditions of Carriage including, but not limited to, Articles 7.1 or 7.3

7.5 Reimbursement of medical expenses If you are taken ill during the flight due to a condition which pre-existed the flight or due to your pregnancy, we may ask that you reimburse to us any expenses incurred as a result of treatment onboard the aircraft, transporting you on the ground, or treatment provided by third parties. In addition, if you fail to notify us of a medical condition in accordance with Article 7.3, you will also pay the costs incurred in diverting the aircraft to seek medical assistance on your behalf.

7.6 Onboard services For operational reasons, we cannot make any guarantees about the provision/availability of in-flight entertainment equipment and advertised programmes and computer games, special meals or any particular type of meals or the availability of special in-flight services. Additionally, where special meals are provided, the fact that they have been prepared by third parties to our order means that, despite use of our endeavours, it is not possible for us to guarantee that they will always conform to their exact description.

7.7 Ground services For operational reasons, we cannot make any guarantees about the provision/availability of ground services including, but not limited to passenger lounges and the facilities available therein (such as, but not limited to, access for incapacitated persons, food and refreshments and lounge bar). Additionally, the fact that some services are provided by third parties to our order means that, despite use of our endeavours, it is not possible for us to guarantee that they will always conform to their exact description. See also Article 12 for provision concerning services provided by third parties.

## **ARTICLE 8 — BAGGAGE**

8.1 Free baggage allowance You can 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 the address specified in Article 3.4. Subject to those conditions and limitations, the maximum permitted weight for a single item of Checked Baggage is 32kgs/70lbs. Single items in excess of that weight will not be accepted for carriage as Checked Baggage. Priority will always be given to carriage of Checked Baggage within the applicable free baggage allowance.

8.2 Excess baggage You will be required to pay an extra charge for carriage of Baggage in excess of the free Baggage allowance (as stipulated in our conditions and limitations). These rates are available from us upon request

and are available at the address specified in Article 3.4. Carriage of excess Baggage is subject to available space on your flight.

### 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); or

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

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 only as Checked Baggage, subject to prior approval by us and by the Captain of the aircraft on the date or dates of carriage. If accepted for carriage, firearms must be unloaded with the safety catch on, and suitably packed, and accompanied by all documents legally required by the country of departure, destination and any Stopovers. Carriage of ammunition is subject to ICAO and IATA regulations as specified in Article

8.3.3 You must not include in Checked Baggage fragile or perishable items, valuable items (including, but not limited to, money, jewellery, precious metals), computers, personal electronic devices, any medication or medical equipment which may be required in-flight or during your trip or which cannot be swiftly replaced if lost or damaged, house or car keys, valuable documents (including, but not limited to, business documents, passports and other identification documents, negotiable papers, securities, deeds), or samples. If an item of Unchecked Baggage is required, for any reason, to become Checked Baggage, you must remove all items of the type just mentioned beforehand.

8.3.4 If, despite being prohibited, any items referred to in Articles 8.3.1, 8.3.2 or 8.3.3 are included in your Baggage, we shall not be responsible for any loss or damage to such items.

8.3.5 You must not include in Unchecked Baggage real, replica or toy weapons (plastic or metal), or any object which looks like a weapon or could reasonably be mistaken for a weapon, tradesman's tools, ammunition, explosives or anything which contains explosives, catapults, darts, household cutlery, scissors, corkscrews, metal nail files, knives with blades of any length, knitting needles, paper knives, sporting bats and clubs, razor blades (except safety razors and accompanying cartridges), billiard, snooker or pool cues, hypodermic needles (except those required for medical reasons and accompanied by a medical certificate confirming the medical condition), hard sporting balls or martial arts devices, safety matches or lighters.

### 8.4 Right to refuse carriage

8.4.1 Subject to Articles 8.3.2 and 8.3.3, we will refuse to carry as Baggage the items described in Article 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.

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

8.5.1 For reasons of safety and security we may require you to submit to 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 Article 8.3.1 or any firearms, ammunition or weapons which have not been presented to us in accordance with Articles 8.3.2 or 8.3.3. If you are unwilling to comply with our requirements, 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, or the reason for carriage of the Baggage on another aircraft related to the size, weight or character of the Baggage or your failure to comply with these Conditions of Carriage.

8.6.4 You must ensure that your Checked Baggage and Unchecked Baggage are sufficiently robust and well secured to withstand the usual and normal rigours of carriage by air without sustaining damage (except fair wear and tear) and that they are properly locked.

## 8.7 Unchecked Baggage

8.7.1 We may specify maximum dimensions and/or weight for Unchecked Baggage which you carry onto the aircraft. If we have not done so, Unchecked Baggage which you carry onto 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 Unchecked 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 Article 8.7.1, 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 an extra 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. We cannot take any responsibility for ensuring that the bearer of the Baggage Check is entitled to delivery.

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

8.9.1 No animals will be accepted by us for carriage.

8.9.2 We do not accept any responsibility for any animal we refuse to carry on the aircraft and you will be solely responsible for making the necessary arrangements for any animal you attempt to carry on the aircraft and to which carriage has been refused. Furthermore, we will have no liability to you if you are unable to travel as a result of the refusal of carriage to any animal you attempt to carry on the aircraft.

## **ARTICLE 9 — SCHEDULES, DELAYS, CANCELLATION OF FLIGHTS AND DENIED BOARDING**

### 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 of carriage 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 try to notify you of any such changes.

9.1.3 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 alternative flight which is acceptable to you, you will be entitled to an involuntary refund in accordance with Article 10.2 if you have acted reasonably.

9.2 Cancellation, re-routing, delays, etc.

9.2.1 Departure and flight times are not guaranteed. For operational reasons or unusual or unforeseen circumstances, delays may occur, but we will take all reasonably 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, at our discretion we may arrange for a flight to be operated on our behalf by an alternative carrier and/or aircraft.

9.2.2 If we cancel a flight due to be operated by us, 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 operated by us in circumstances where you hold a Confirmed Reservation and more than adequate time existed to make the connection between the originally scheduled time of arrival of your flight at the airport and the departure time of the connecting flight at the same airport, we shall, at your option, either:

9.2.2.1 carry you and your Baggage at the earliest opportunity on another of our flights 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 and your Baggage to the destination shown on your Ticket by our own services or those of another carrier, or by other mutually agreed means and class of transportation without additional charge; or

9.2.2.3 make an involuntary 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 Warsaw Convention or the Montreal Convention (as applicable), 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.

9.3 Denied Boarding

9.3.1 If overbooking of a flight operated by us means we are unable to carry you even though you hold a valid Ticket for the flight with a Confirmed Reservation and you have presented yourself for check-in within the time limit specified in Article 6, we shall compensate you according to, and to the extent required by, applicable law and our denied boarding policy, and where relevant you should ask us about your rights.

9.3.5 Denied Boarding compensation will not be paid by us if:

9.3.5.1 carriage has been denied for reasons beyond our control; or

9.3.5.2 you have refused to undergo a security check or obey lawful instructions given to you by us or on our behalf; or

9.3.5.3 there are any other circumstances which entitle us to refuse to carry you, including, but not limited to applicable law or application of these Conditions of Carriage; or

9.3.5.4 you are travelling free or at a discount that is not available to the general public; or

9.3.5.5 you are travelling on a charter flight; or

9.3.5.6 you present yourself with a lost, stolen, fraudulent or otherwise suspicious ticket.

9.3.6 Acceptance of the denied boarding compensation relieves us from any further liability in connection with the Denied Boarding.

## **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.

10.1.4 Applicable taxes, fees and charges paid at the time of issue of your Ticket will be included in fare refunds pursuant to Articles 10.2, 10.3 and 10.4, where appropriate.

10.1.5 All refunds are conditional on receipt by us of proof that you are the person named in the Ticket or the person entitled to receive a refund.

## 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 in circumstances where you hold a Confirmed Reservation and adequate time existed to make the connection between the originally scheduled time of arrival of your flight and the departure time of the connecting flight, 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, an amount 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.

10.2.2 We will pay a refund according to Article 10.2.1 if we refuse you carriage for any of the reasons set out in Article 7.1, except that you will not be entitled to any refund for the actual flight for which you were refused carriage. Apart from this, we will have no liability to you for any loss or expense whatsoever.

10.2.3 If your carriage is prematurely terminated by us pursuant to Article 11.4

because of your breach of duty in relation to your conduct aboard an aircraft, the amount of your refund will be calculated according to Article 10.2.1 except that no refund will be given in respect of the flight during which your breach of duty occurred. Additionally, we shall be entitled to deduct from any refund due to you an administration fee as well as any costs due for reimbursement by you under Article 11.4.4.

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

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

10.3.2 if a portion of the Ticket has been used and there is no restriction on the Ticket, an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used, less any reasonable service charges or cancellation fees.

## 10.4 Refund on lost ticket

10.4.1 If you lose your Ticket or a portion of it, upon providing us with satisfactory proof of the loss, and payment of a reasonable administration charge, a 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); and

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). Where the lost Ticket or any portion of it is used by you, your obligation to reimburse will also include our costs and expenses (including legal fees and expenses) of locating/notifying you and enforcing the agreement together with a reasonable administration fee.

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 decide to 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.

10.5.3 We will refuse a refund on a Ticket for any flight on which you have been refused carriage (for any of the reasons set out in Article 7.1) or from which you have been removed (for any of the reasons set out in Articles 11.1 and 11.2).

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 — UNACCEPTABLE CONDUCT ABOARD AIRCRAFT**

11.1 General At all times while engaged in carriage aboard aircraft, you will behave in a manner not likely to:

11.1.1 contravene the laws of any state which has jurisdiction over the aircraft;

11.1.2 endanger or threaten (whether by hoax threats or otherwise) the aircraft or any person or property;

11.1.3 injure or assault any person, threaten, abuse or insult other passengers or members of the crew, cause the loss of or damage to property, or prejudice the health of, or cause distress, discomfort or unnecessary inconvenience to, any passenger or crew member;

11.1.4 obstruct, hinder or interfere with the crew in the performance of their duties;

11.1.5 contravene any instruction or direction of the crew or the carrier - whether oral or by notice - issued for the purpose of securing the safety or security of the aircraft and of persons or property and/or the comfort or convenience of passengers, including, but not limited to, instructions concerning security, seating, smoking, consumption of alcohol or use of drugs, use of electronic equipment including, but not limited to, mobile/cellular telephones, laptop computers, PDAs, portable recorders, portable radios, CD, DVD and MP3 players, electronic games or transmitting devices such as radio controlled toys and walkie talkies.

11.2 Onboard alcohol For safety reasons, consumption of alcohol by passengers is restricted to alcohol served by us, with the result that alcohol purchased by passengers (whether as duty free purchases at airports or aboard aircraft or other purchases) cannot be consumed aboard our aircraft.

11.3 Smoking policy Smoking is not permitted on any of our flights.

11.4 Breach of duty If, in our reasonable opinion, you fail wholly or partially to observe any of the duties placed on you by Articles 11.1 to 11.3:

11.4.1 we may report the matter to any relevant police or other enforcement authority; and

11.4.2 we may take such measures as we consider necessary to prevent the continuation or repetition of such conduct including, but not limited to, physical restraint and/or removal of you from the aircraft and/or refusal to carry you after a Stopover (whether made for the purpose of removing you from the aircraft or otherwise); and

11.4.3 we may decide to refuse to carry you at any time in the future; and

11.4.4 you will reimburse us any costs we incur in order to (a) repair or replace property lost, damaged or destroyed by you; (b) compensate any passenger or crew member affected by your actions; and (c) divert the aircraft for the purpose of removing you from the aircraft. We may apply the value of any unused portion of your Ticket or any of your funds in our possession against such payment or expenses.

## **ARTICLE 12 — ARRANGEMENTS FOR ADDITIONAL SERVICES**

12.1 If we make arrangements for you with any third party to provide any services other than scheduled carriage by air, or if we issue a ticket or voucher relating to transportation or services (including non-scheduled

carriage by air) provided by a third party, in doing so we act only as your agent. The terms and conditions of the third party service provider will apply and we shall have no liability to you in respect of any claims arising out of our making of such arrangements.

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

### **ARTICLE 13 — LIABILITY FOR DAMAGE**

13.1 Applicable law The liability of each carrier involved in your journey will be determined by applicable law and the carrier's conditions of carriage. Applicable law may comprise the Warsaw Convention or the Montreal Convention and/or local law in individual countries. The Warsaw Convention and the Montreal Convention apply to international carriage/transportation, as defined in those Conventions. Provisions concerning our liability are set out in Articles

13.2 to 13.7.

13.2 Scope of liability We will be liable only for Damage occurring during carriage on flights or flight segments operated by us or in relation to which we have a legal liability to you. 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. Where transportation of your Baggage is performed by successive carriers (as defined by the Warsaw Convention or the Montreal Convention, as applicable), you may make a claim against the first or last carrier.

13.3 General limitations

13.3.1 Wherever the Warsaw Convention or the Montreal Convention applies to your carriage, our liability will be subject to the rules and limitations of the applicable Convention.

13.3.2 We will be wholly or partly exonerated from liability if the Damage was caused or contributed to by your negligence, wrongful act or omission, or the negligence of the person from whom you derive your rights or, if different, the person suffering the Damage.

13.3.3 We may be wholly or partly exonerated from liability to you for Damage if we prove that the Damage did not result from our negligence, or that it resulted from the negligence of a third party, or that we took certain measures to avoid the Damage or that it was impossible to take such measures.

13.3.4 Except to the extent inconsistent with the Warsaw Convention or the Montreal Convention, we are not liable for any Damage arising from our compliance with applicable laws or government rules and regulations, or from your failure to comply with the same.

13.3.5 In some circumstances, we may be wholly or partly exonerated from liability if the Damage did not result from our negligence or, alternatively, resulted from the negligence of a third party.

13.3.6 Except where other specific provision is made in these Conditions of Carriage, we shall be liable to you only for recoverable compensatory damages for proven losses and costs in accordance with the Warsaw Convention or the Montreal Convention or local laws, as applicable.

13.3.7 The contract of carriage, including these Conditions of Carriage and all applicable exclusions and limits of liability, applies for the benefit of 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.

13.3.8 Nothing in these Conditions of Carriage:

13.3.8.1 gives up or waives any exclusion or limitation of our liability under the Warsaw Convention or the Montreal Convention applicable laws unless otherwise expressly stated by us in writing; or

13.3.8.2 prevents us from excluding or limiting our liability under the Warsaw Convention or the Montreal Convention or any laws which apply or gives up any defence available to us thereunder against any public social security body or any person liable to pay, or who has paid, compensation for the death, wounding or other bodily injury of a Passenger.

13.4 Death or injury of passengers In the event of death, wounding or other bodily injury suffered by a passenger as a result of an accident covered by the Warsaw Convention or the Montreal Convention:

13.4.1 Our liability for proven damages shall not be subject to any financial limit, be it defined by law, the Warsaw Convention or otherwise;

13.4.2 We will not be liable for damages in excess of 100,000 Special Drawing Rights per Passenger where we can prove that the Damage was not due to the negligence or other wrongful act or omission of us or our servants or agents; or such Damage was solely due to the negligence or other wrongful act or omission of a third party.

13.4.3 We agree to make advance payments, subject to the following conditions, namely:

13.4.3.1 the person receiving payment is a natural person;

13.4.3.2 you are, or the person receiving payment is, entitled to compensation under applicable laws;

13.4.3.3 payments will be made only in respect of immediate economic needs;

13.4.3.4 the amount of a payment will be proportional to the economic hardship being suffered as a result of the death, wounding or bodily injury, save that, in the case of death, it will not be less than the national currency equivalent of 15,000 SDRs per Passenger;

13.4.3.5 payment will not be made later than 15 Days after the identity of the person entitled to compensation has been established under applicable laws;

13.4.3.6 no person will be entitled to receive a payment if he or she, or the Passenger to whom the payment relates, caused or contributed to the Damage to which the payment relates by his or her negligence;

13.4.3.7 all payments will be made subject to the condition that they will be returned to us on proof that the recipient has ceased to be able to comply at all times with Article 13.4.3.2 or he or she or the Passenger to whom the payment relates, caused or contributed to the Damage to which the payment relates;

13.4.3.8 payments will be off-set against any subsequent sums payable in respect of our liability under applicable laws;

13.4.3.9 except for payment of the minimum sum specified in Article 13.4.3.4 in respect of death, a payment will not exceed the maximum damages for which we may be liable to pay the recipient;

13.4.3.10 the making of a payment will not constitute recognition or admission of liability by us;

13.4.3.11 no payment will be made unless the person receiving payment gives us a signed receipt which also acknowledges the applicability of Articles 13.4.3.7, 13.4.3.8 and 13.4.3.10; and

13.4.3.12 save to the extent in conflict with any applicable law, and subject to payment of the minimum sum specified in Article 13.4.3.4 in the case of death, our decision in relation to the payment amount will be final and binding.

## 13.5 Baggage

13.5.1 We will not be liable for Damage to Unchecked Baggage unless such Damage is caused by our negligence.

13.5.2 Except as provided in Article 13.5.3, our maximum liability is limited to the national currency equivalent of US\$400 or 332 SDRs (as determined by applicable law) per passenger for Unchecked Baggage and the national currency equivalent of US\$20 or 17 SDRs per kilogram (as determined by applicable law) for Checked Baggage where the Warsaw Convention applies, and to a maximum of the national currency equivalent of 1,000 SDRs (approximately US\$1,375) per passenger for Unchecked and Checked Baggage where the Montreal Convention applies. The limits of liability for Damage to Unchecked and Checked Baggage laid down by local law apply to your Baggage where your carriage does not form part of international carriage for the purposes of the Warsaw Convention or the Montreal Convention. We shall have no liability whatsoever for damage to articles contained in unlocked or unsecured baggage. Neither will we accept liability for cosmetic and/or superficial damage caused to baggage as a result of normal wear and tear during the course of carriage. All claims made under the Montreal Convention must be substantiated by documented proof of purchase, including date and price of purchase. Depreciation will be deducted.

13.5.3 The maximum limits of liability stated in Article 13.5.2 shall not apply if; (i) the Damage resulted from an act or omission of the carrier done with intent to cause Damage or recklessly and with knowledge that Damage would probably result; or (ii) in the case of Checked Baggage, a higher value is declared in writing at the time it was handed to the carrier and an additional charge is paid to the carrier pursuant to an excess valuation facility at

the rate of US\$1 (or local currency equivalent) per each US\$100 (or local currency equivalent) (or part thereof) to a maximum limit of US\$2,500 (or local currency equivalent) in excess of the limits of liability specified in Article 13.5.2.

13.5.4 Where an additional charge is paid pursuant to an excess valuation facility for Checked Baggage, our liability shall be limited to a maximum of such higher declared value.

13.5.5 Where applicable law provides that different limits of liability are applicable to Unchecked Baggage and/or Checked Baggage, such different limits shall apply.

13.5.6 If the weight of the Baggage is not recorded on the Baggage Check, it is presumed for all purposes that the total weight of the Checked Baggage does not exceed the applicable free baggage allowance for the class of carriage applicable to the Passenger's booking.

13.5.7 Except to the extent inconsistent with the Warsaw Convention or the Montreal Convention (where applicable), we shall have no liability whatsoever for Damage to articles not permitted to be contained in Checked Baggage under Article 8.3, or carried as Unchecked Baggage including but not limited to fragile or perishable items, valuable items (including, but not limited to, money, jewellery, precious metals, computers, personal electronic devices), any medication or medical equipment which may be required inflight or during your trip or which cannot be swiftly replaced if lost or damaged, house or car keys, valuable documents (including, but not limited to, business documents, passports and other identification documents, negotiable papers, securities, deeds), or samples.

13.5.8 Except to the extent inconsistent with the Warsaw Convention or the Montreal Convention (where applicable), we shall have no liability whatsoever for damage to articles contained in unlocked or unsecured Baggage. Neither will we accept liability for cosmetic and/or superficial damage caused to Baggage as a result of normal wear and tear during the course of any of the operations of carriage.

13.5.9 We shall have no liability where the Damage resulted from the inherent defect, quality or vice of the Baggage. Likewise, we will not be liable for fair wear and tear of Baggage resulting from the usual and normal rigours of transportation by air (see also Article 8.6.4 regarding the suitability of your Baggage for transportation by air).

13.5.10 Where your Baggage has a greater value than the limit of our liability stated in Article 13.5.2, you should bring that fact to our attention at check-in so that you may make a special declaration and pay a supplementary sum according to Article 13.5.3 or fully insure the value of the Baggage prior to travel. In any event, any portion of the value of your Baggage above our applicable limit of liability should be insured by you prior to travel.

13.6 Passenger delays Our liability for Damage caused by delay to your carriage by air is limited by the Warsaw Convention or the Montreal Convention. Where neither of those Conventions apply, we will have no liability to you except as provided in these Conditions of Carriage.

13.7 Advice to international passengers on limitation of liability Where your journey involves an ultimate destination or stop in a country other than the country of origin, you are advised that the Warsaw Convention or the Montreal Convention may be applicable to your entire journey, including any section entirely within the country of origin or destination.

Where the Montreal Convention is applicable, the airline is liable for proven damages for death or personal injury, and certain defences to liability specified by that Convention will be inapplicable for damages not exceeding the National Currency Equivalent of 100,000 SDRs.

Where the Montreal Convention is not applicable, the conditions of carriage of many airlines (including Dana Airlines, as specified in Article 13.4 above) provide that the liability for death or bodily injury will not be subject to any financial limit defined by the Warsaw Convention and that, in respect of such damage up to a maximum of the National Currency Equivalent of 100,000 SDRs, any defence to liability based on proof that they have taken all necessary measures will not apply. Where no such provisions are included in the airline's conditions of carriage, please note that; (i) for such Passengers on a journey to, from or with an agreed stopping place in the US, the Warsaw Convention and special contracts of carriage embodied in applicable Tariffs provide that the liability of certain airlines, parties to such special contracts, for death of or personal injury to Passengers is limited in most cases to proven damages not to exceed US\$75,000 per Passenger, and that this liability up to such limit will not depend on negligence on the part of the airline; and (ii) for such Passengers travelling by an airline not a party to such special contracts or on a journey to which the Warsaw Convention applies which is not to, from or having an agreed stopping place in the US, the liability of the airline for death or personal injury to Passengers is limited in

most cases to US\$10,000 or US\$20,000; and (iii) some countries impose higher limits than those stated in (i) and (ii).

The names of airlines or parties to such special contracts of the type mentioned in (i) above are available at all ticket offices of such airlines and may be examined on request.

Additional protection can usually be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the airline's liability under the Warsaw Convention or the Montreal Convention or such special contracts of carriage of the type mentioned in (i) above. For further information, please consult your airline or insurance company representatives.

**Note:** The limit of liability of US\$75,000 specified in (i) above of this Article 13.7 is inclusive of legal fees and costs except that, in case of a claim brought in a state where a provision is made for separate award of legal fees and costs, the limit will be the sum of US\$58,000, exclusive of legal fees and costs.

#### **ARTICLE 14 — TIME LIMITS FOR BAGGAGE CLAIMS, PROCESSING OF BAGGAGE CLAIMS, AND TIME LIMITS FOR ALL ACTIONS FOR DAMAGES**

14.1 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. Where the checked baggage is not placed at your disposal at the expiration of 21 days after the date it ought to have arrived, you may make a claim.

##### 14.2 Processing of Baggage claims

14.2.1 All claims for compensation for Damage to Baggage must be accompanied by an itemised list identifying each affected item by description, manufacturer and age, together with proof of purchase or ownership for all such items. Proof of purchase will not be required in relation to any item which costs less than US\$5 (or local currency equivalent), or is more than five (5) years old and has a claims value of less than US\$50 (or local currency equivalent). Depreciation will be deducted from claims, where we consider appropriate.

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

14.2.3 If you wish to claim the cost of replacement of an individual item which forms part of a claim for compensation for Damage to Baggage, you must consult us before you incur such cost otherwise we may not include the cost in any compensation payable. This requirement will not apply where the total cost of replacement items does not exceed US\$50 (or local currency equivalent). Proof of purchase of all replacement items must accompany your claim. Proof of purchase will not be required in relation to any item which costs less than US\$5 (or local currency equivalent).

14.2.4 For all claims for compensation concerning Baggage, you must provide us with any information we may request to assess the eligibility of your claim for compensation and the amount of any compensation payable.

14.2.5 If required by us, you will sign a statement of truth regarding the facts of your claim for Damage to Baggage before we pay any compensation to you.

14.2.6 Failure by you to fully comply with the relevant requirements of Article 14.2 may adversely affect the amount of any compensation to which you may be entitled.

14.3 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 15 — 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, security, forbidden items in Baggage, limits on size and weight of Baggage, and airport operational policies.

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

#### **ARTICLE 16 — INTERPRETATION**

16.1 Our interpretation of applicable government laws, regulations, or orders in relation to Articles 7.1.1 (right to refuse carriage) and 11.1.1 (conduct aboard aircraft) shall be final and binding even if it subsequently proves incorrect provided that at all material times we had no reasonable grounds for believing otherwise.

16.2 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.