

2.1 IATA – INTERNATIONAL AIR TRANSPORT ASSOCIATION

A transcription of the text of the Warsaw Convention (Convention for the Unification of Certain Rules relating International Carriage by Air) signed at Warsaw, 12th October 1929 and amended by the Hague Protocol, 28th September 1955, is given below, but only in which concerns the passenger and baggage transportation.

Chapter I SCOPE - DEFINITIONS

Article 1

- 1) This Convention applies to all international carriage of persons, luggage or goods performed by aircraft for reward. It applies equally to gratuitous carriage by aircraft performed by an air transport undertaking.
- 2) For the purposes of this Convention, the expression international carriage means any carriage in which, according to the agreement between the parties, the place of departure and the place of destination, whether or not there be a break in the carriage or a transshipment, are situated the territories of two High Contracting Parties or within the territory of a single High Contracting Party if there is an agreed stopping place within the territory of another State, even if that State is not a High Contracting Party. Carriage between two points within the territory of a single High Contracting Party without an agreed stopping place within the territory of another State is not international carriage for the purposes of this Convention.
- 3) Carriage to be performed by several successive air carriers is deemed, for the purposes of this Convention, to be one undivided carriage if it has been regarded by the parties as single operation, whether it had been agreed upon under the form of a single contract or of a series of contracts, and it does not lose its international character merely because one contract or a series of contracts is to be performed entirely within the territory of the same State.

Article 2

- 1) This Convention applies to carriage performed by the State or by legally constituted public bodies provided it falls within the conditions laid down in Article I.
- 2) This Convention shall not apply to carriage of mail and postal packages.

Chapter II
DOCUMENTS OF CARRIAGE
Section I
Passenger Ticket

Article 3

- 1) In respect of the carriage of passengers a ticket shall be delivered containing:
 - a) An indication of the places of departure and destination;
 - b) If the places of departure and destination are within the territory of a single High Contracting Party, one or more agreed stopping places being within the territory of another State, an indication of at least one such stopping place;
 - c) A notice to the effect that, if the passenger's journey involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention may be applicable and that the Convention governs and in most cases limits the liability of carriers for death or personal injury and in respect of loss of or damage to baggage.

- 2) The passenger ticket shall constitute prima facie evidence of the conclusion and conditions of the contract of carriage. The absence, irregularity or loss of the passenger ticket does not affect the existence or the validity of the contract of carriage which shall, none the less, be subject to the rules of this Convention. Nevertheless, if, with the consent of the carrier, the passenger embarks without a passenger ticket having been delivered, or if the ticket does not include the notice required by paragraph 1 (c) of this Article, the carrier shall not be entitled to avail himself of the provisions of Articles 22.

Section II
Luggage Ticket

Article 4

- 1) In the respect of the carriage of registered baggage, a baggage check shall be delivered, which, unless combined with or incorporated in a passenger ticket which complies with the provisions of Article 3, shall contain:
 - a) An indication of the places of departure and destination.
 - b) If the places of departure and destination are within the territory of a single High Contracting Party, one or more agreed stopping places being within the territory of another State, an indication of at least one such stopping place.
 - c) A notice to the effect that, if the carriage involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention may be applicable and that the Convention governs and in most cases limits the liability of carriers in respect of loss of or damage baggage.

- 2) The baggage check shall constitute prima facie evidence of the registration of the baggage and of the conditions of the contract of carriage.

The absence, irregularity or loss of the baggage check does not affect the existence or the validity of the contract of carriage which shall, none the less, be subject the rules of this convention.

Nevertheless, if the carrier takes charge of the baggage check having been delivered or if the baggage check (unless combined with or incorporated in the passenger ticket which complies with the provisions of Article 3, paragraph 1(c) does not include the notice required by paragraph 1 (c) of this Article, he shall not be entitled to avail himself to the provisions of Article 22, paragraph 2.

Section III **Air Consignment Note**

Articles 5 to 16, included, refer the carriage of goods under “Air Consignment Note” (cargo). Refer to Air Macau Cargo [Division](#).

Chapter III **LIABILITY OF THE CARRIER**

Article 17

The carrier is liable for damage sustained in the event of the death or wounding of a passenger or any other bodily injury suffered by a passenger, if the accident which caused the damage so sustained took place on board the aircraft or in the course of any of the operations of embarking or disembarking.

Article 18

- 1) The carrier is liable for damage sustained in the event of the destruction or loss of or damage to, any registered luggage or any goods, if the occurrence which caused the damage so sustained took place during the carriage by air.
- 2) The carriage by air within the meaning of the preceding paragraph comprises the period during which the luggage or goods are in charge of the carrier, whether in an aerodrome or on board an aircraft, or, in the case of a landing outside an aerodrome, in any place whatsoever.
- 3) The period of the carriage by air does not extend to any carriage by land, by sea or by river performed outside an aerodrome. If, however, such a carriage takes place in the performance of a contract for carriage by air, for the purpose of loading, delivery or trans-shipment, any damage is presumed, subject to proof to the contrary, to have been the result of an event which took place during the carriage by air.

Article 19

The carrier is liable for damage occasioned by delay in the carriage by air of passengers, luggage or goods.

Article 20

The carrier is not liable if proves that he and his agents have taken all necessary measures to avoid the damage or that it was impossible for him or them to take such measures.

Article 21

If the carrier proves that the damage was caused by or contributed to by the negligence of the injured person, the Court may, in accordance with the provisions of its own law, exonerate the carrier wholly or partly from his liability.

Article 22

1) In the carriage of persons the liability of the carrier for each passenger is limited to the sum of two hundred and fifty thousand francs. Where, in accordance with the law of the Court seized of the case, damages may be awarded in the form of periodical payments, the equivalent capital value of the said payments shall not exceed two hundred and fifty thousand francs. Nevertheless, by special contract, the carrier and the passenger may agree to a higher limit of liability.

2) In the carriage of registered baggage and of cargo, the liability of the carrier is limited to a sum of two hundred and fifty francs per kilogram, unless the passenger or consignor has made, at the time when the package was handed over to the carrier, a special declaration of interest in delivery at destination and has paid a supplementary sum if the case so requires. In that case the carrier will be liable to pay a sum not exceeding the declared sum, unless he proves that the sum is greater than the passenger's or consignor's actual interest in delivery at destination.

In the case of loss, damage or delay of part of registered baggage or cargo, or of any object contained herein, the weight to be taken into consideration in determining the amount to which the carrier's liability is limited shall be only the total weight of the packages concerned. Nevertheless, when the loss, damage or delay of a part of the registered baggage or cargo, or of an object contained therein, affects the value of other packages covered by the same baggage check or the same air waybill, the total weight of such package or packages shall also been taken into consideration in determining the limit of liability.

3) As regards objects of which the passenger takes charge himself the liability of the carrier is limited to five thousand francs per passenger.

4) The limits prescribed in this article shall not prevent the court from awarding, in accordance with its own law, in addition, the whole or part of the court costs and of the other expenses of the litigation incurred by the plaintiff. The foregoing provision shall not apply if the amount of the damages awarded, excluding court costs and other expenses of the litigation, does not exceed the sum which the carrier has offered in writing to the

plaintiff within a period of six months from the date of the occurrence causing the damage, or before the commencement of this action, if that is later.

- 5) The sum mentioned in francs in this Article shall be deemed to refer to a currency unit consisting of sixty-five and half miligrammes of gold of millesimal fineness nine hundred. These sums may be converted into national currencies in round figures. Conversion of the sums into national currencies other than gold shall, in case of judicial proceedings, be made according to the gold value of such currencies at the date of the judgement.

Article 23

- 1) Any provision tending to relieve the carrier of liability or to fix a lower limit that which is laid down in this Convention shall be null and void but the nullity of any such provision does not involve the nullity of the whole contract, which shall remain subject to the provisions of this Convention.
- 2) Paragraph 1 of this Article shall not apply to provisions governing loss or damage resulting from the inherent defect, quality or vice of the cargo carried.

Article 24

- 1) In the cases covered by Articles 18 and 19 any action for damages, however founded, can only be brought subject to the conditions and limits set out in this Convention.
- 2) In the cases covered by Article 17 the provisions of the preceding paragraph also apply, without prejudice to the question as to who are the persons who have the right to bring suit and what are their respective rights.

Article 25

The limits of liability specified in Article 22 shall not apply if it is proved that the damage resulted from an act or omission of the carrier, his servants or agents, done with intent to cause damage or recklessly and with knowledge that damage would probably result; provided that, in the case of such act or omission of a servant or agent, it is also proved that he was acting within the scope of his employment.

Article 25-A

1. If an action is brought against a servant or agent of the carrier arising out of damage to which this Convention relates, such servant or agent, if he proves that he acted within the scope of his employment, shall be entitled to avail himself of the limits of liability, which that carrier himself is entitled to invoke under Article 22.
2. The aggregate of the amounts recoverable from the carrier, his servants and agents, in that case, shall not exceed the said limits.

3. The provisions of paragraphs 1 and 2 of this Article shall not apply if it is proved that the damage resulted from an act or omission of the servant or agent done with intent to cause damage or recklessly and with knowledge that damage would probably result.

Article 26

1. Receipt by the person entitled to delivery of luggage or goods without complaint is prima facie evidence that the same have been delivered in good condition and in accordance with the document of carriage.
2. In the case of damage, the person entitled to delivery must complain to the carrier forthwith after the discovery of the damage, and, at the latest, within seven days from the date of receipts in the case of baggage and fourteen days from the date of receipt in the case of cargo. In the case of delay the complaint must be made at the latest within twenty-one days from the date on which the baggage or cargo have been placed at his disposal.
3. Every complaint must be made in writing upon the document of carriage or by separate notice in writing dispatched within the times aforesaid.
4. Failing complaint within the times aforesaid, no action shall lie against the carrier, save in the case of fraud on his part.

Article 27

In the case of the death of the person liable, an action for damages lies in accordance with the terms of this Convention against those legally representing his estate.

Article 28

- 1) An action for damages must be brought, at the option of the plaintiff, in the territory of one of the High Contracting Parties, either before the Court having jurisdiction where the carrier is ordinarily resident, or has his principal place of business, or has an establishment by which the contract has been made or before the Court having jurisdiction at the place of destination.
- 2) Questions of procedure shall be governed by the law of the Court seized of the case.

Article 29

- 1) The 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.
- 2) The method of calculating the period of limitation shall be determined by the law of the Court seized of the case.

Article 30

- 1) In the case of carriage to be performed by various successive carriers and falling within the definition set out in the third paragraph of Article 1, each carrier who accepts passengers, luggage or goods is subject to the rules set out in this Convention, and is deemed to be one of the contracting parties to the contract of carriage in so far as the contract deals with that part of the carriage which is performed under his supervision.
- 2) In the case of carriage of this nature, the passenger or his representative can take action only against the carrier who performed the carriage during which the accident or the delay occurred, save in the case where, by express agreement, the first carrier has assumed liability for the whole journey.
- 3) As regards luggage or goods, the passenger or consignor will have a right of action against the first carrier, and the passenger or consignee who is entitled to delivery will have a right of action against the last carrier, and further, each may take action against the carrier who performed the carriage during the destruction, loss, damage or delay take place. These carriers will be jointly and severally liable to the passenger or to the consignor or consignee.

Chapter IV **PROVISIONS RELATING TO COMBINED** **CARRIAGE**

Article 31

- 1) In the case of combined carriage performed partly by any other mode of carriage, the provisions of this Convention apply only to the carriage by air, provided that the carriage by air falls within the terms of Article 1.
- 2) Nothing in this Convention shall prevent the parties in the case of combined carriage from inserting in the document of air carriage conditions relating to other modes of carriage, provided that the provisions of this Convention are observed as regards the carriage by air.

Chapter V
GENERAL AND FINAL PROVISIONS

Article 32

Any clause contained in the contract and all special agreements entered into before the damage occurred by which the parties purport to inferring the rules laid down by this Convention, whether by deciding the law to be applied, or by altering the rules as to jurisdiction, shall be null and void. Nevertheless for the carriage of goods arbitration clauses are allowed, subject to this Convention, if the arbitration is to take place within one of the jurisdiction referred to in the first paragraph of Article 28.

Article 33

Nothing contained in this Convention shall prevent the carrier either from refusing to enter into any contract of carriage, or from making regulations which do not conflict with the provisions of this Convention.

Article 34

The provisions of Articles 3 to 9 inclusive relating to documents of carriage shall not apply in the case of carriage performed in extraordinary circumstances outside the normal scope and air carrier's business.

Article 35

The expression "Days" when used in this Convention means current days not working days.

Articles 36 to 41 included, refers to the ratification by the Governments of the mentioned Convention.

2.2 GENERAL CONDITIONS OF CARRIAGE - PASSENGER

With reference to IATA Resolution 1724 Passenger Services Conference Resolutions Manual, 33rd Edition.

The General Conditions of Carriage - Passengers available for Air Macau are the following:

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II	Applicability
III	Tickets
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V	Fare and Charges
VI	Reservations
VII	Check-in
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X	Schedules, Cancellation of Flights
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XII	Conduct Aboard Aircraft
XIII	Arrangements by Carrier
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XV	Successive Carriers
XVI	Liability for Damage
XVII	Time Limitation on Claims and Actions
XIIX	Modification and Waiver

2.2.1 ARTICLE I - DEFINITIONS

In these Conditions, except where the context otherwise requires or where it is otherwise expressly provided, the following expressions have the meanings respectively assigned to them, that is to say:

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.

Authorized 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 his trip. Unless otherwise specified, it shall include both checked and unchecked baggage of the passenger.

Baggage check means those portions of the ticket which provide for the carriage of 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 Carriers that carry or undertake to carry the passenger and/or his baggage there under or perform or undertake to perform any other services related to such air carriage.

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 (hereafter referred as the Warsaw Convention)
- the Warsaw Convention as amended at the Hague 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 Addition Protocol No. 2 of Montreal 1975 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 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 Sundays and legal holidays; 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 passengers 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 Para. 6.2.1.7 Of Resolution 722f (refer to IATA Passenger Services Conference Resolutions Manual).

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.

SDR means a Special Drawing Right as defined by the international Monetary Fund.

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.

2.2.2 ARTICLE II - APPLICABILITY

2.2.2.1 GENERAL

1. Except as provided in pt. 2.2.2.3 to 2.2.2.5, these Conditions are the Conditions of Carriage apply to all carriage by air of passengers and baggage, performed by Carrier for reward.

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.

2.2.2.2 CARRIAGE TO/ FROM USA AND CANADA

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. Carriage to/ from USA

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

2.2.2.3 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.

2.2.2.4 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.

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2.2.2.5 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.

2.2.3 Article III - TICKETS

2.2.3.1 TICKET PRIMA FACIE EVIDENCE OF CONTRACT

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.

2.2.3.2 REQUIREMENT FOR TICKET

1. 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 his authorized agent.

2. 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.

2.2.3.3 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.

2.2.3.4 TICKET NOT TRANSFERABLE

1. A ticket is not transferable. If someone other than the person entitled to be carried on a ticketed 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.

2.2.3.5 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 issued thereof, except as otherwise provided in the ticket, these Conditions or Carrier's Regulations.

1. Extension of Validity

a) If a passenger is prevented from travelling within period of validity of his ticket because Carrier:

- cancels the flight on which the passenger holds a reservation; or
- omits a scheduled stop, being the passenger's place of departure, place of destination or place of stopover; or
- fails to operate a flight reasonably according to schedule; or
- causes the passenger to miss a connection; or
- substitutes a different class of service; or
- 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.

b) 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.

c) 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.

d) 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 forth-five (45) days from the date of the death.

2.2.3.6 COUPON SEQUENCE

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.
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. 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.

2.2.3.7 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.

2.2.4 ARTICLE IV - STOPOVERS

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

2.2.5 ARTICLE V – FARES AND CHARGES

2.2.5.1 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 provide by Carrier without additional charge.

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

2.2.5.3 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.

2.2.5.4 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 provide din Carrier's Regulations.

2.2.5.5 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.

2.2.6 ARTICLE VI – RESERVATIONS

2.2.6.1 RESERVATION REQUIREMENTS

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

2.2.6.2 TICKETING TIME LIMITS

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

2.2.6.3 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.

2.2.6.4 SEATING

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

2.2.6.5 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.

2.2.6.6 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.

2.2.6.7 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.

2.2.7 ARTICLE VII - 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.

2.2.8 ARTICLE VIII - REFUSAL AND LIMITATION OF CARRIAGE

2.2.8.1 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:

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
2. the conduct, age or mental or physical state of the passenger is such as to:
 - a) require special assistance of carrier; or
 - b) cause discomfort or make himself or herself objectionable to other passengers; or
 - c) involve any hazard or risk to himself or herself to other persons or to property; or
3. Such action is necessary because the passenger has failed to observe the instructions of Carrier; or
4. The passenger has refused to submit to a security check; or
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
- 6a) the passenger does not appear to be properly documented, or
- b) the passenger may seek to enter a country through which he or she is in transit, or

- c) the passenger may destroy his or her documentation during flight, or
- d) the passenger will not surrender travel documents to be held by the flight crew, against receipt, when so requested by the Carrier; or

7. the ticket:

- a) has been acquired unlawfully or has been purchased from an entity other than the issuing Carrier or its authorised Agent, or
- b) has been reported as being lost or stolen, or
- c) is a counterfeit ticket, or
- d) 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. 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.

2.2.8.2 LIMITATION OF 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.

2.2.9 ARTICLE IX - BAGGAGE

2.2.9.1 ITEMS UNACCEPTABLE AS BAGGAGE

1. The passenger shall not include in his or her baggage:

- a) items which do not constitute baggage as defined in Article I hereof.
- b) 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);
- c) items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from, to or over;
- d) 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;
- e) live animals, except as provided in 2.2.9.10.

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 uploaded with the safety catch on, and suitably packed. Carriage of ammunition is subject to ICAO and IATA regulations as specified in 2.2.9.1 b).

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.
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.
5. If any items referred to in 2.2.9.1-1 and 2.2.9.1-2 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.

2.2.9.2 RIGHT TO REFUSE CARRIAGE

1. Carrier may refuse carriage as baggage of any articles described in 2.2.9.1 as are prohibited from carriage as baggage and may refuse further carriage of any such items on discovery thereof.
2. Carrier may refuse to carry as baggage any item because of its size, shape, weight or character.
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.
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.

2.2.9.3 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 2.2.9.1-1 or any arms or munitions which have not been presented to Carrier in accordance with paragraph 2.2.9.1-2. If the passenger is unwilling to comply with such request Carrier may refuse to carry the passenger or baggage.

2.2.9.4 CHECKED BAGGAGE

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

2.2.9.5 FREE BAGGAGE ALLOWANCE

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

2.2.9.6 EXCESS BAGGAGE

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

2.2.9.7 EXCESS VALUE DECLARATION AND CHARGE

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.
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.

2.2.9.8 UNCHECKED BAGGAGE

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.
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.

2.2.9.9 COLLECTION AND DELIVERY OF BAGGAGE

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

2.2.9.10 ANIMALS

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.

2. If accepted as baggage, the animal, together with its containers 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.

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

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.

2.2.10 ARTICLE X - SCHEDULES, CANCELLATION OF FLIGHTS

2.2.10.1 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.

2.2.10.2 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:

1. carry the passenger on another of its scheduled passenger services on which space is available; or
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 charge for the revised routing are lower; or
3. make a refund in accordance with the provisions of 2.3.11; and shall be under no further liability to the passenger.

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

2.2.10.4 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 representative of Carriers to the dates or times of departure or arrival or as to the operation of any flight.

2.2.11 ARTICLE XI - REFUNDS

2.2.11.1 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.

2.2.11.2 PERSON TO WHOM REFUND WILL BE MADE

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.
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.
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.
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 2.2.11.2-1 or 2.2.11.2-2 shall discharge Carrier from liability and any further claim for refund.

2.2.11.3 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:

1. If no portion of the ticket has been used, an amount equal to the fare paid;
2. If a portion of the ticket has been used, the refund will be the higher of:
 - a) the one way fare (less applicable discounts and charges) from point of interruption to destination or point of next stopover, or
 - b) the difference between the fare paid and the fare for the transportation used.

2.2.11.4 VOLUNTARY REFUNDS

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

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;
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 charge or cancellation fees.

2.2.11.5 REFUND ON LOST TICKET

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:

- a) that the lost ticket, or portion thereof, has not been used, previously refunded or replaced;
- b) 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.

2.2.11.6 RIGHT TO REFUSE REFUND

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.

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 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.

2.2.11.7 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.

2.2.11.8 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.

2.2.12 ARTICLE XII 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.

2.2.13 ARTICLE XIII 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.

2.2.14 ARTICLE XIV ADMINISTRATIVE FORMALITIES

2.2.14.1 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.

2.2.14.2 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.

2.2.14.3 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 possession of Carrier. The fare collected for carriage to the point of refusal of entry or deportation will not be refunded by Carrier.

2.2.14.4 PASSENGER RESPONSIBLE FOR FINES, DETENTION COST, 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.

2.2.14.5 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.

2.2.14.6 SECURITY INSPECTION

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

2.2.15 ARTICLE XV - 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.

2.2.16 ARTICLE XVI - LIABILITY FOR DAMAGE

2.2.16.1 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.

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

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;

2. Except in the case of acts or omission is done with intent to cause damage or recklessly and with knowledge that damage would probably result:

- a) 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,
- b) with respect to delay, Carrier shall be under no liability except as provide din these Conditions of Carriage.

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

a) 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;

b) Carrier is not liable for damage to unchecked baggage unless such damage is 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;

c) 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;

d) 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 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 of 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 2.2.9.7, the liability of Carrier shall be limited to such higher declared value.

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

f) 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 or expenses incurred by Carrier as a result thereof.

g) Carrier is not liable for damage to fragile or perishable articles, money, jewellery, precious metals, silverware, negotiable papers, securities, or other valuables, business documents, passports and other identification documents, or samples which are included in the passenger's checked baggage.

h) 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.

i) 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 such person or entity 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, person or entity shall not exceed the amount of Carrier's limit of liability.

4. Unless so expressly provided in the present Conditions, nothing therein contained shall waive any exclusion or limitation of liability of Carrier under the Convention or applicable laws.

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 fees 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 agreement 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 performed 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.)

2.2.17 Article XVII- TIME LIMITATION ON CLAIMS AND ACTIONS

2.2.17.1 NOTICE OF CLAIMS

No action shall lie in the case of damage to checked baggage unless the person entitled to delivery complaints 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.

2.2.17.2 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.

2.2.18 Article XIIX - MODIFICATION AND WAIVER

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

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.

REMARK:

In case of any eventuality on the conditions of carriage please refer to Air Macau Commercial Policy (NX-COM).

2.3 CONDITIONS OF CONTRACT AND OTHER IMPORTANT NOTICES

With reference to IATA Resolution 724 “Ticket Notices”, Passenger Services Conference Resolutions Manual, [34th](#) Edition.

The “Conditions of Contract and Other Important Notices” shall be provided with the Passenger Ticket and Baggage Check used for interline international carriage as shown below. This notice shall be in no smaller than 10 point modern type.

CONDITIONS OF CONTRACT AND OTHER IMPORTANT NOTICES

PASSENGERS ON A JOURNEY INVOLVING AN ULTIMATE DESTINATION OR A STOP IN A COUNTRY OTHER THAN THE COUNTRY OF DEPARTURE ARE ADVISED THAT INTERNATIONAL TREATIES KNOWN AS THE MONTREAL CONVENTION, OR ITS PREDECESSOR, THE WARSAW CONVENTION, INCLUDING ITS AMENDMENTS (THE WARSAW CONVENTION SYSTEM), MAY APPLY TO THE ENTIRE JOURNEY, INCLUDING ANY PORTION THEREOF WITHIN A COUNTRY. FOR SUCH PASSENGERS, THE APPLICABLE TREATY, INCLUDING SPECIAL CONTRACTS OF CARRIAGE EMBODIED IN ANY APPLICABLE TARIFFS, GOVERNS AND MAY LIMIT THE LIABILITY OF THE CARRIER.

Notice of Liability Limitations

The Montreal Convention or the Warsaw Convention system may be applicable to your journey and these Conventions govern and may limit the liability of air carriers for death or bodily injury, for loss of or damage to baggage, and for delay.

When the Montreal Convention applies, the limits of liability are as follows:

1. There are no financial limits in respect of death or bodily injury.
2. In respect of destruction, loss of, or damage or delay to baggage, 1,000 Special Drawing Rights (approximately EUR 1,200; US \$1,800) per passenger in most cases.
3. For damage occasioned by delay to your journey, 4,150 Special Drawing Rights (approximately EUR 5,000; US \$7,500) per passenger in most cases.

EC Regulation No. 889/2002 requires European Community carrier to apply the provisions of the Montreal Convention limits to all carriage by them of passengers and their baggage by air. Many non-European Community carriers have elected to do so in respect of the carriage of passengers and their baggage.

Where the Warsaw Convention system applies, the following limits of liability may apply:

1. 16,600 Special Drawing Rights (approximately EUR 20,000; US \$20,000) in respect of death or bodily injury if the Hague Protocol to the Convention applies, or 8,300 Special Drawing Rights (approximately EUR 10,000; US \$10,000) if only the Warsaw Convention

applies. Many carriers have voluntarily waived these limits in their entirety, and US regulations require that, for journeys to, from or with an agreed stopping place in the US, the limit may not be less than US \$75,000.

2. 17 Special Drawing Rights (approximately EUR 20; US \$20) per kg for loss of or damage or delay to checked baggage, and 332 Special Drawing Rights (approximately EUR 400; US \$400) for unchecked baggage.

3. The carrier may also be liable for damage occasioned by delay.

Further information may be obtained from the carrier as to the limits applicable to your journey. If your journey involves carriage by different carriers, you should contact each carrier for information on the applicable limits of liability.

Regardless of which Convention applies to your journey, you may benefit from a higher limit of liability for loss of, damage or delay to baggage by making at check-in a special declaration of the value of your baggage and paying any supplementary fee that may apply. Alternatively, if the value of your baggage exceeds the applicable limit of liability, you should fully insure it before you travel.

Time limit for action: Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived.

Baggage claims: Written notice to the carrier must be made within 7 days of the receipt of checked baggage in the case of damage and in the case of delay, within 21 days from the date on which it was placed at the disposal of the passenger.

Notice of Contract Terms Incorporated by Reference

1. Your contract of carriage with the carrier that provides you with carriage by air, whether international, domestic or a domestic portion of an international journey is subject to this notice; to any notice or receipt of the carrier; and to the carrier's individual terms and conditions (Conditions), related rules, regulations and policies (Regulations) and any applicable tariffs.

2. If your carriage is by more than one carrier, different Conditions, Regulations and any applicable tariffs may apply for each carrier.

3. The Conditions, Regulations and any applicable tariffs of each carrier are, by this notice, incorporated by reference into and made part of your contract of carriage.

4. The Conditions may include, but are not restricted to:

- Conditions and limits on the carrier's liability for the bodily injury or death of passengers.
- Conditions and limits on the carrier's liability for the loss of, damage to or delay of goods and baggage, including fragile or perishable goods.

- Rules for declaring a higher value for baggage and for paying any supplementary fee that may apply.
- Application of the carrier's Conditions and limits of liability to the acts of the carrier's agents, servants and representatives, including any person providing either equipment or services to the carrier.
- Claims restrictions, including time limits by which passengers must file claims or bring actions against the carrier.
- Rules about reconfirmations or reservations; check in times; the use, duration and validity of air transportation services; and the carrier's right to refuse carriage.
- Rights of the carrier and limits on the carrier's liability for delay or failure to perform a service including schedule changes, substitution of alternative carriers or aircraft and re-routing, and, when required by applicable law, the obligation of the carrier to notify passengers of the identity of the operating carrier or substituted aircraft.
- Rights of the carrier to refuse carriage to passengers who fail to comply with applicable laws or who fail to present all necessary travel documents.

5. You can obtain more information about your contract of carriage, and find out how to request a copy at places where transportation on the carrier is sold. Many carriers also have this information on their websites. When required by applicable law, you have the right to inspect the full text of your contract of carriage at the carrier's airport and sales offices, and upon request, to receive a copy by mail or other delivery service from each carrier free of charge.

6. If a carrier sells air transportation services or checks baggage specifying carriage on another carrier, it does so only as agent for the other carrier.

YOU CANNOT TRAVEL IF YOU DO NOT HAVE ALL REQUIRED TRAVEL DOCUMENTS, SUCH AS PASSPORT AND VISA.

GOVERNMENTS MAY REQUIRE YOUR CARRIER TO PROVIDE INFORMATION ON OR PERMIT ACCESS TO PASSENGER DATA.

Denied Boarding

Flights may be overbooked, and there is a slight chance that a seat will not be available on a flight even if you have a confirmed reservation. In most circumstances, if you are denied boarding involuntarily, you are entitled to compensation. When required by applicable law, the carrier must solicit volunteers before anyone is denied boarding involuntarily. Check with your carrier for the complete rules on payment of denied boarding compensation (DBC) and for information on the carrier's boarding priorities.

Baggage

Excess valuation may be declared on certain types of articles. Carriers may apply special rules for fragile, valuable, or perishable articles. Check with your carrier.

Checked Baggage: Carriers may permit a free checked baggage allowance, which is set by the carrier and may differ by class, and/ or route. Carriers may apply extra charges for checked baggage in excess of their permitted allowance. Check with your carrier.

Cabin (Unchecked) Baggage: Carriers may permit a free cabin baggage allowance, which is set by the carrier and may differ by class, route, and/ or aircraft type. It is recommended that cabin baggage be kept to a minimum. Check with your carrier. If more than one carrier is providing the transportation for your journey, each carrier may apply different rules on baggage (both checked and cabin).

SPECIAL BAGGAGE LIABILITY LIMITATIONS FOR US TRAVEL: For domestic travel wholly between US points, federal rules require any limit on a carrier's baggage liability to be at least US\$3400.00 per passenger, or the amount currently mandated by 14 CFR 254.5.

Check-in Times

The time shown on the itinerary/ receipt is the departure time of the aircraft. Flight departure time is **not** the same as the time you must check-in **or** the time you must be available for boarding. Your carrier may refuse your carriage if you are late. Check-in times, as advised by your carrier, are the latest times at which passengers can be accepted for travel; boarding times, as advised by your carrier, are the latest times at which passengers must present themselves for boarding.

Dangerous Goods (Hazardous Materials)

For **safety reasons**, dangerous articles must **not** be packed in checked or cabin (unchecked) baggage except as specifically permitted. Dangerous goods include but are not limited to: compressed gases, corrosives, explosives, flammable liquids and solids, radioactive materials, oxidising materials, poisons, infectious substances, and briefcases with installed alarm devices. For **security reasons**, other restrictions may apply. **Check with your carrier.**

RESOLUTION 720**Attachment E**

NOTICE TO BE CONTAINED IN THE TICKET IF THE LEGAL NOTICES (AS REFERRED TO IN PARAGRAPH 3 OF THIS RESOLUTION) ARE NOT CONTAINED IN BUT PROVIDED WITH THE TICKET:

AIR TRANSPORTATION

Passengers on a journey involving an ultimate destination or a stop in a country other than the country of departure are advised that international treaties known as the Montreal Convention, or its predecessor, the Warsaw Convention, including its amendments (the Warsaw Convention System), may apply to the entire journey, including any portion thereof within a country. For such passengers, the applicable treaty, including special contracts of carriage embodied in any applicable tariffs, governs and may limit the liability of the carrier. CHECK WITH YOUR CARRIER FOR MORE INFORMATION.

With this ticket is issued for transportation or services other than air travel, specific terms and conditions may apply. These terms and conditions may be included in the ticket set or may be obtained from the issuing company or agent.

NON-AIR TRANSPORTATION AND/ OR SERVICES

Where this ticket is issued for transportation or services other than air travel, specific terms and conditions may apply. These terms and conditions may be included in the ticket set or may be obtained from the issuing company or agent.

REMARK:

In case of any eventuality on the conditions of carriage please refer to Air Macau Commercial Policy (NX-COM).