



## CONDITIONS OF CARRIAGE

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## I. DEFINITION OF TERMS

AGREED STOPPING PLACES	: places, except the place of departure and the place of final destination, set forth in the Ticket or shown in our timetables of the airline ticket.
AIRLINE DESIGNATOR CODE	: the two-character or three letters which identify particular air carriers.
AUTHORISED AGENT	: passenger sales agent who has been appointed by Bassaka Air to represent us in the sale of air transportation over our services and, when authorised, over the services of other air carriers.
BAGGAGE	: passenger's personal property accompanying you in connection with your trip. Unless otherwise specified, it includes both your Checked and Unchecked Baggage.
BAGGAGE CHECK Checked Baggage.	: those portions of the Ticket which relate to the carriage of your Checked Baggage.
BAGGAGE IDENTIFICATION TAG	: document issued solely for identification of Checked Baggage.
CARRIER	: the air carrier other than Bassaka Air, whose airline designator code appears on your Ticket or on a Conjunction Ticket.
CHECKED BAGGAGE	: the baggage of which we take sole custody and for which Bassaka Air have issued a Baggage Check.
CHECK-IN DEADLINE	: the time limit specified by the airline by which you must have completed check-in formalities and received your boarding pass.
CONDITIONS OF CARRIAGE	: these conditions of carriage or another carrier's conditions of carriage as the case may be.
CONDITIONS OF CONTRACT	: those statements contained in or delivered with your paper or Electronic Ticket (Itinerary Receipt) which incorporate by reference these Conditions of Carriage, and notices(s).
CONNECTING FLIGHT	: a subsequent flight providing onward travel on the same ticket, on a different ticket or on a conjunction ticket.
CONJUNCTION TICKET	: ticket issued to you with relation to another Ticket which together constitute a single contract of carriage.
COUPON	: both a paper Flight Coupon and an Electronic Coupon, each of which entitle the named passenger to travel on the particular flight identified on it.
DAMAGE	: death or wounding of a Passenger, or any other bodily injury suffered by a Passenger, caused by an accident on board the aircraft or during any of the operations of embarking or disembarking. It also means damage sustained in the event of the destruction or the total or partial loss of or damage to Baggage which occurs during carriage by air.



Additionally, it means damage occasioned by delay in the carriage by air of Passengers or Baggage.

DAYS	: these are the calendar days, including all seven days of the week; provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted; and provided further that for purposes of determining duration of validity the day upon which the Ticket is issued, or the flight commenced, shall not be counted.
ELECTRONIC COUPON	: electronic Flight Coupon or other value document held in our database.
ELECTRONIC TICKET	: itinerary Receipt issued by us or on our behalf, the Electronic Coupons and, if applicable, a boarding document.
FLIGHT COUPON	: portion of the Ticket that bears the notation “good for passage,” or in the case of an Electronic Ticket, the Electronic Coupon, and indicates the particular places between which you are entitled to be carried.
FORCE MAJEURE	: unusual and unforeseeable circumstances beyond our or your control, the consequences of which could not have been avoided even if all due care had been exercised.
ITINERARY RECEIPT	: document or documents Bassaka Air issues as a Ticket to Passengers travelling on Electronic Tickets that contains the Passenger’s name, flight information and notices.
MONTREAL CONVENTION	: refers to the Montreal Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Montreal, 28 May 1999.
PASSENGER	: refers to a person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket.
PASSENGER COUPON	: also known as “PASSENGER RECEIPT”. Refers to the portion of the Ticket issued by us or on Bassaka Air’s behalf, which is so marked and which ultimately is to be retained by the passenger
OUR REGULATIONS	: these are the rules, other than these Conditions of Carriage and Tariffs, published by Bassaka Air and in effect on the date of the commencement of carriage, governing the carriage of Passengers and Baggage.
SDR	: Special Drawing Right as defined by the International Monetary Fund. It is an international unit of account based upon the values of several leading currencies. The currency values of the Special Drawing Right fluctuate and are re-calculated each banking day. These values are known to most commercial banks and are reported regularly in leading



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financial journals as well as the website of the International Monetary Fund ([www.imf.org](http://www.imf.org)).

STOPOVER	: scheduled stop on your journey, at a point between the place of departure and the place of destination.
SUCCESSIVE CARRIER	: one of several carriers which performs carriage under one ticket or under a ticket and any conjunction ticket issued in connection therewith, which is regarded as a single operation for purposes of determining the applicability of the Montreal Convention to the transportation.
TARIFF	: published fares, charges and/or related conditions of carriage of an airline filed, which have been filed where required, with the appropriate authorities.
TICKET	: the document entitled "Passenger Ticket and Baggage Check" or the Itinerary/Receipt of the Electronic Ticket delivered to the Passenger, in each case issued by Bassaka Air or on our behalf and includes the Conditions of Contract, notices and coupons.
TRANSACTION RECORD	: document or documents issued to Passengers purchasing an Electronic Ticket
UNCHECKED BAGGAGE	: any of passenger's Baggage other than Checked Baggage including all items brought by the passenger into the aircraft cabin.



## II. APPLICABILITY

### A. GENERAL

1. Except as provided in Articles II-C and II-D, these Conditions of Carriage apply to all flights operated by us and in any case where we have a legal liability to you in relation to your flight.
2. These Conditions also apply to gratuitous and reduced fare carriage except to the extent that we have provided otherwise in our Regulations or in the relevant contracts, passes or tickets.

### B. CHARTER OPERATIONS

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

### C. OVERRIDING LAW

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

Carriage hereunder is subject to the rules and limitations relating to liability established by the applicable Convention, unless such carriage is not 'international carriage' as defined by that Convention.

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

### D. 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 shall prevail.



### III. TICKETS

#### A. TICKET AS PRINCIPAL EVIDENCE OF CONTRACT

1. Bassaka Air shall provide carriage only to the Passenger whose name appears on the Ticket. Passenger will be required to present valid identification document to prove identity
2. Ticket is non transferrable
3. Discounted tickets may be partially or completely non-refundable. It is the passenger's liability to select the fare with corresponding restrictions that best suites their needs. Passenger should ensure that they have the appropriate insurance to cover instances where you have to cancel your Ticket.
4. If you have an unused ticket, as described on the item above and you are prevented from travelling due to Force Majeure, Bassaka Air shall provide the passenger a credit of the non-refundable amount of the fare. The credit shall be valid for travel with Bassaka Air but may be subject to deduction of a reasonable administration fee.
5. The ticket is and remains at all times the property of the issuing Carrier.
6. Requirement for Ticket  
Passenger shall not be entitled to be carried on a flight unless he/she present a valid Ticket containing the Flight Coupon for that flight and all other unused Flight Coupons and the Passenger Coupon. In addition, the passenger shall not be entitled to be carried if the Ticket presented is mutilated or if it has been altered otherwise than by the airline or our Authorised Agents. In the case of an Electronic Ticket, you shall not be entitled to be carried on a flight unless you provide positive identification and a valid Electronic Ticket has been duly issued in the passenger's name and delivered.
7. Loss, Mutilation, or Non-presentation etc., of Ticket
  - a. In case of loss or mutilation of a Ticket, (or part of it ), or non-presentation of a Ticket containing the Passenger Coupon and all unused Flight Coupons, Bassaka Air 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 Bassaka Air for any costs or losses up to the value of the original ticket, which are necessarily and reasonably incurred by us or another carrier for misuses of the Ticket. This is upon evaluation of the passenger's written request. Bassaka Air will not claim reimbursement from the passenger for any such losses which result from our own negligence. The issuing carrier may charge a reasonable administration fee for this service, unless the loss or mutilation was due to the negligence of the issuing carrier, or its Agents.
  - b. Where such evidence is not available or passenger did not sign such an agreement, the carrier issuing the Ticket may require the passenger pay up to the full Ticket price for a replacement Ticket. It will be 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.



8. A ticket is valuable and passenger should take appropriate measures to safeguard it and ensure it is not lost or stolen.

#### B. PERIOD OF VALIDITY

1. Except as otherwise provided in the ticket, these Conditions, or in applicable Tariffs, (which may limit the validity of a ticket, in which case the limitation will be shown on the Ticket), a Ticket is valid for:
  - a. one year from the date of issue; or
  - b. subject to the first travel occurring within one year from the date of issue, one year from the date of first travel under the Ticket.
2. When you are prevented from travelling within the period of validity of the ticket because at the time you request a reservation Bassaka Air are unable to confirm a reservation, the validity of such Ticket will be extended to a date confirmed by the airline. Refund of the ticket will also be available as an option in accordance to Bassaka Air's refund policy.
3. If after having commenced your journey and passenger is prevented from travelling within the period of validity of the ticket by reason of illness, Bassaka Air may extend the period of validity of your ticket until the date when you become fit to travel or until our first flight after such date or based on availability. Such illness must be attested to by a medical certificate. When the flight coupons remaining in the ticket, or in the case of an Electronic Ticket, the Electronic Coupon, involve one or more Stopovers, the validity of such Ticket may be extended for not more than three months from the date shown on such certificate. In such circumstances. Bassaka Air will similarly extend the period of validity of Tickets of other members of your immediate family accompanying you.
4. In the event of death of a Passenger en route, the tickets of the persons accompanying the Passenger may be modified by waiving any restriction and extending the validity. In the event of a death in the immediate family of a Passenger who has commenced travel, the validity of the Passenger's Tickets and those of his or her immediate family who accompanied the Passenger may likewise be modified. Any such modification shall be made upon receipt of a proper death certificate and any such extension of validity shall not be for a period not longer than forty-five (45) Days from the date of the death.

#### C. COUPON SEQUENCE

1. The ticket purchased is valid only for the transportation as shown on the ticket. Indicated is the place of departure via any Agreed Stopping Places to the final destination. The fare paid is based upon our Tariff and is calculated on the basis of the entire journey shown on the ticket. It forms an essential part of Bassaka Air's contract with the passenger. The ticket will not be honoured and will lose its validity if the Coupons (or flights mentioned in the Ticket) are not used in the sequence provided in the Ticket. For example, where you commence your journey at any stopover or agreed stopping place.



2. Should the passenger wish to change any aspect of the ticket, passenger must contact Bassaka Air in advance. Fare calculation on the old and new transportation shall be done by the airline. Confirmation from the passenger will be a requirement. Should the passenger be required to change any aspect of your transportation due to Force Majeure, you must contact us as soon as practicable and we will use reasonable efforts to transport you to your next Stopover or final destination, without recalculation of the fare.
3. If the passenger changes the transportation without our agreement, Bassaka Air will assess the reasonable price for your actual travel. Passenger will be required to pay any difference between the price you have paid and the total price applicable for your revised transportation. Bassaka Air will refund the difference if the new price is lower but otherwise, your unused Coupons have no value.
4. 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.
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.
6. Please be advised that in the event you do not show up for any flight without advising us in advance, we may cancel your return or onward reservations. However, if you do advise us in advance, we will not cancel your subsequent flight reservations.

**D. OUR NAME AND ADDRESS**

Bassaka Air's name may be abbreviated to our Airline Designator Code, or otherwise, in the ticket. Our address shall be deemed to be the airport of departure shown opposite the first abbreviation of our name in the "Carrier" box in the Ticket, or in the case of an Electronic Ticket, as indicated for Bassaka Air's first flight segment in the Itinerary Receipt.

**IV. STOPOVERS**

- A. Stopovers may be permitted at Agreed Stopping Places subject to Government requirements and our Regulations.
- B. Stopovers must be arranged with Carrier in advance and specified on the ticket.



## V. FARES, TAXES, FEES, AND CHARGES

### A. FARES AND OTHER CHARGES

Fares apply only for carriage from the airport at the point of origin to the airport at the point of final destination, unless otherwise expressly stated. Fares do not include land (road, rail) and maritime transport service between airports and between airports and town terminals. Passenger's fare will be calculated in accordance with our Tariff in effect on the date of payment of your ticket for travel on the specific dates and itinerary shown on it. Should you change your itinerary or dates of travel, this may change the fare to be paid.

### B. CHARGES, SURCHARGES, FEES, AND TAXES

1. Passenger shall bear the cost on applicable charges, surcharges, fees and taxes imposed by government or other authority, or by the operator of an airport. At the time when passenger purchases the ticket, the airline shall advise the charges, surcharges, fees and taxes not included in the fare, most of which will normally be shown separately on the ticket. The charges, surcharges, fees and taxes imposed on air travel are constantly changing and can be imposed after the date of ticket issuance. If there is an increase in charge, surcharge, fee or tax shown on the Ticket, passenger will be obliged to pay it. Likewise, if a new charge, surcharge, fee or tax is imposed even after Ticket issuance, passenger will be obliged to pay it. Similarly, in the event any charges, surcharges, fees or taxes which the passenger paid to us at the time of ticket issuance are abolished or reduced such that they no longer be applicable, or a lesser amount is due, you will be entitled to claim a refund subject to the payment of any administration fee as we may determine as applicable to such refund.
2. Certain additional charges, surcharges or fees imposed by Bassaka Air or by another Carrier shall also be made payable to the passenger. Such charges, surcharges or fees will normally be incurred at the time of ticket purchase may be refunded only at our absolute discretion or in accordance with any applicable rules or policies that we may have published and, in either case, subject to the payment of any administrative fee as we may determine as applicable to such refund. However, because these charges, surcharges or fees are subject to change, we reserve the right, except as limited by applicable law, to require you to pay new charges, surcharges or fees (or increases to existing ones) at any time up until the flight to which the relevant charges, surcharges or fees may apply has been fully performed.

### C. 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 Agents, at or before the time payment is made (for example, because of the non-convertibility of the local currency). We may, at our discretion, accept payment in another currency.



## VI. RESERVATIONS

### A. RESERVATION REQUIREMENTS

1. Bassaka Air or our Authorised Agents will record your reservation(s). Upon request, we will provide you with written confirmation of your reservation(s).
2. Certain fares have conditions which limit or exclude your right to change or cancel reservations. You should check the conditions that apply to your fare and we accept no responsibility for your failure to do so.

### B. TICKETING TIME LIMITS

Failure to pay the ticket prior to the specified ticketing time limit as advised by Bassaka Air or our authorised Agents may result to cancellation of the reservation

### C. PERSONAL DATA

Bassaka Air may use the personal information that passenger provides. We collect, including information about how your purchase history and how you use our services and facilities for the purposes of: making a reservation, purchasing and issuing a ticket, providing you with your transportation and any related services and facilities; accounting, billing and auditing, verifying and screening credit or other payment cards; immigration and customs control; safety, security, health, administrative and legal purposes; statistical and marketing analysis, operating frequent flyer programmes; systems testing, maintenance and development; IT training; customer relations; helping us to deal with you more efficiently in the future; and direct marketing and market research (which we will only do at your request or with your consent or if we give you the opportunity to opt out).. For these purposes, the passenger authorizes Bassaka Air to retain and use such data as long as it is needed to perform these tasks and to transmit it to our own offices, Authorised Agents, government agencies, other carriers or the providers of the above-mentioned services. You may be required, by government regulations, to provide specific personal data or information to us, including information to enable us to notify family members in the event of an emergency and other purposes associated with or incidental to your carriage. We shall not be liable to you for any loss or expense incurred due to our use or transmission of any personal data provided to us unless the loss or expense was due to our negligence. We may also monitor and/or record your telephone conversations with us to ensure consistent service levels, prevent/detect fraud and for training purposes. Further information on our data privacy policy, including how to access and correct this data, can be obtained from our offices and our website.

### D. SEATING

Bassaka Air will endeavour to honour advance seating requests. However, we cannot guarantee any particular seat. We reserve the right to assign or re-assign seats at any time, even after boarding of the aircraft. This may be necessary for operational, safety, government regulatory, health or security reasons. We will make reasonable seating accommodations for Passengers with disabilities in accordance with applicable law.



#### E. SERVICE CHARGE WHEN SPACE NOT OCCUPIED

Except in the case of travel on non-refundable fares, a reasonable service charge, in accordance with our regulations, may be charged to the passenger if space was unused for which a reservation has been made.

#### F. SPECIAL SERVICES

1. Bassaka Air will try to ensure that special services requested by the passenger upon reservation, such as religious or dietary meals, or wheelchairs from the airport check-in to the aircraft are available. No charge will be made to you for the provision of such services. We will not however, be liable to you for loss, expense, breach of contract or other damage should we, for any reason, be unable to supply such previously requested service.
2. Passengers with disability and may require any special assistance should inform Bassaka Air at the time of booking of your special assistance needs so we may have adequate time to make appropriate arrangements.
3. As a passenger with disability, Bassaka Air will assist you in reaching those locations where arrangements have been made to provide for your special needs. If you do not inform us at the time of your special needs, we will nevertheless use reasonable efforts to accommodate your special needs.
4. We may require that you travel with an attendant if it is essential for safety or you are unable to physically assist in your evacuation from the aircraft or you are unable to understand safety instructions.
5. Bassaka Air reserve the right to cease accepting passengers who must travel on a stretcher on any flight.
6. Passenger may be charged for service of medical oxygen for flights where medical oxygen is permitted (and you may be required to be accompanied by an attendant).

#### G. ON BOARD SERVICES

For operational reasons, Bassaka Air does not make any guarantees about the provision/availability of in-flight entertainment equipment and advertised programmes; advertised special meals or any other type of meals; or the availability of advertised in-flight services.

#### H. RECONFIRMATION OF RESERVATIONS

1. Onward or return reservations may be subject to the requirement to reconfirm the reservation within specified time limits. Bassaka Air will advise the passenger when we require reconfirmation, and how and where it should be done. If it is required and you fail to reconfirm, we may cancel your onward or return reservations. However, if you advise us you still wish to travel, and there is space on the flight in the class of service for which the fare has been paid, we will reinstate your reservations and transport you to your next or final destination. If there is no space available on the flight in the class of service for which the



fare has been paid, we will use reasonable efforts to transport you to your next or final destination.

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

#### I. CANCELLATION OF ONWARD RESERVATIONS

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

### VII. CHECK-IN AND BOARDING

- A. Bassaka Air recommends the passenger to be informed on the check-in deadlines as these may vary at every airport. We reserve the right to cancel your reservation if you do not comply with the Check-in Deadlines indicated. We or our Authorised Agents will advise you of the Check-in Deadline for your first flight on us. For any subsequent flights in your journey, the passenger is liable to know 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.
- B. Passenger must be present at the boarding gate not later than the time specified by us when you check-in.
- C. We may cancel the space reserved for you if you fail to arrive at the boarding gate in time or if you fail to present required travel documents
- D. 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.

### VIII. REFUSAL OF AND LIMITATION OF CARRIAGE

#### A. RIGHT TO REFUSE CARRIAGE

In the reasonable exercise of our discretion, we may refuse to carry the passenger or his/her Baggage (even if you hold a valid Ticket and/or have a boarding pass) if we have notified you in writing that we would not at any time after the date of such notice carry you on our flights. In this circumstance, you will be entitled to a refund within Bassaka Air's refund policy. We may also refuse to carry you or your Baggage if one or more of the following have occurred or we reasonably believe may occur:

1. Such action is necessary in order to comply with any applicable government laws, regulations, or orders;
2. Passenger refuses our requests for information about yourself including information required by governments;
3. Passenger's mental or physical state, including your impairment from alcohol or drugs, presents a safety or health hazard or risk to yourself, to passengers, to crew, or to property or may materially affect the comfort of other Passengers or crew (however, we will make



- reasonable accommodations for passengers with disabilities in accordance with applicable laws); or
4. Passenger have committed misconduct on a previous flight, and such conduct may be repeated; or
  5. Passenger have refused to submit to a security check for yourself or your Baggage, or having submitted to such a check, you fail to provide satisfactory answers to security questions at check-in or at the boarding gate, or you fail a security profiling assessment/analysis, or you tamper with or remove any security seals on your Baggage or security stickers on your boarding pass; or
  6. You have not paid the applicable fare, taxes, fees, or charges; or
  7. Passenger does not appear to have valid travel documents, may seek to enter a country through which you may be in transit, or for which you do not have valid travel documents, or destroy your travel documents during flight or refuse to surrender your travel documents to the flight crew, against receipt, when so requested; or
  8. you present a Ticket that has been acquired unlawfully, or has been purchased from an entity other than us or our Authorised Agents or has been reported as being lost or stolen; or is a counterfeit ticket; or you cannot prove that you are the person named in the Ticket. We reserve the right to retain such Ticket; or
  9. you fail to comply with the requirements set forth in Article 3.3 above concerning coupon sequence and use, or you present a Ticket which has been issued or altered in any way, other than by us or our Authorised Agents, or the Ticket is mutilated;
  10. you fail to observe our instructions with respect to safety or security; or
  11. you have previously committed one of the acts or omissions referred to above.

#### B. CONSEQUENCES OF REFUSAL TO CARRY OR REMOVAL OF PASSENGER

If, due to the passenger's behaviour, conduct, mental or physical condition, we have, in the exercise of our reasonable discretion, refused to carry you, or removed you en route, then we may cancel the remaining unused portion of your Ticket, and you will not be entitled to further carriage or to a refund either in respect of the sector that was the subject of the refusal of carriage or removal, or any subsequent sectors covered by the Ticket. We will not be liable for any consequential loss or damage alleged due to any such refusal to carry or removal en route. On the contrary, we reserve the right to seek an indemnity from you in respect of claims or losses including the costs of diverting our flight incurred by us, including in respect of death, injury, loss, damage or delay to other persons or to property as a result of such behaviour, conduct or condition and such refusal or removal. We also reserve the right to give you a banning notice. By a banning notice we mean a written notice we have given to you informing you that you are banned from being carried on our route network. This means you are banned from all flights we operate. This notice will give the date when the ban comes into force and the period for which it applies. A banning notice will also ask you not to buy a Ticket or ask or allow anyone to do so for you. If you try to travel while a banning notice is in force, we will refuse to carry you.



C. SPECIAL ASSISTANCE

Acceptance for carriage of unaccompanied children, incapacitated persons, pregnant women, persons with illness or other people requiring special assistance is subject to prior arrangement with Bassaka Air. Passengers with disabilities who have advised us of any special requirements they may have at the time of ticketing, and been accepted by us, shall not subsequently be refused carriage on the basis of such disability or special requirements, however our regulations and/or government regulations may apply to the transportation of such Passengers. Subject to any applicable laws, we may, at our discretion, levy a charge for the provision of these services. All or some of the requirements of this article may not apply to Passengers with disabilities travelling to or from the United States or to or from Europe. Further details shall be divulged upon request to Bassaka Air.

D. AIRCRAFT WEIGHT LIMITATION / SEATING CAPACITY

If Bassaka Air believes that the aircraft weight limitation or seating capacity would otherwise be exceeded, we will decide in our reasonable discretion and subject to the provisions of articles on checked baggage and cancellations of these General Conditions of Carriage and any applicable local laws which Passengers or articles shall be carried.

E. ITEMS REMOVED FROM PASSENGERS BY AIRPORT SECURITY PERSONNEL

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

F. SERVICE DOGS

Subject to any applicable laws, we may refuse to carry your service dog if any of the following has occurred or we reasonably believe that it may occur:

1. The dog has not been harnessed or muzzled appropriately.
2. We are unable to accommodate the seating of the dog such that it is in front of you.
3. The seating position of your dog would obstruct an aisle or other areas required by safety regulations to remain unobstructed for emergency evacuation purposes.
4. The dog engages in disruptive behaviour, or other behaviour that poses a direct threat to the health and safety of other Passengers on the aircraft.
5. There is insufficient evidence to prove that the dog has been properly trained and is a certified service dog.



## IX. BAGGAGE

### A. FREE BAGGAGE ALLOWANCE

Passenger may carry some Baggage, free of charge, subject to Our Regulations which are shown in our Passenger Ticket and Baggage Check and, which are available upon request and are available at Bassaka Air's offices and stations or from our Authorised Agents.

### B. EXCESS BAGGAGE

Passenger will be required to pay a charge for carriage of Baggage in excess of the free Baggage allowance. These rates are available from us upon request and are available at our offices and stations or from our Authorised Agents.

### C. ITEMS UNACCEPTABLE AS BAGGAGE

1. Passengers must not include the following on its baggage:
  - a. Items which do not constitute Baggage as defined in Article 1 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 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 Regulation. (Further information is available from us on request);
  - c. Items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from, or to;
  - d. Items which are reasonably considered by us to be unsuitable for carriage because they are dangerous, unsafe or because of their weight, size, shape or character, or because they are fragile or perishable having regard to, among other things, the type of aircraft being used. Information about unacceptable items is available upon request.
2. If you are in possession of, or if your Baggage includes any firearms or munitions, you must present them to us for inspection prior to commencement of carriage and we may, at our sole discretion, refuse to carry them. If we accept such articles for carriage we may require them to be delivered to and remain in our custody until your arrival at the airport building at the place of destination. Carriage of firearms and munitions is subject to ICAO and IATA requirements and regulations and may be subject to applicable government regulations.
3. Weapons such as antique firearms, swords, knives and similar items may be accepted as Checked Baggage, at our discretion, but will not be permitted in the cabin of the aircraft.
4. Passengers are prohibited from including in your Checked Baggage, fragile or perishable items, artwork, cameras, money, jewellery, precious metals, silverware, computers, diving computers, personal electronic devices, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples.
5. If, despite being prohibited, any items referred to as mentioned above are included in your Baggage, to such extent permissible by applicable laws, we shall not be responsible for any loss or damage to such items.



#### D. RIGHT TO REFUSAL CARRIAGE

1. Subject to article IX-C, we will refuse to carry as Baggage the items described above, and we may refuse further carriage of any such items upon discovery. For reasons of safety or security we may request that you permit us to search your Baggage. The right of search on the above article does not impose an obligation on us, nor does the right of search, whether exercised or not, constitute an agreement, either express or implied by us to carry items within your baggage which would otherwise be precluded from carriage.
2. Bassaka Air 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.
3. We may refuse to carry as Baggage any item, due to security, safety or operational reasons, including Baggage which does not belong to you and which you have pooled with your own Baggage. We do not accept liability for such Baggage and reserve the right to seek indemnity from you in respect of claims or losses incurred as a result of Damage caused to it.
4. Unless advance arrangements for its carriage have been made with us, we may carry on later flights Baggage which is in excess of the applicable free allowance, subject to your paying the charge specified in Excess Baggage article.
5. We may refuse to accept Baggage as Checked Baggage 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.
6. We and our agents shall not check through Baggage for other Carriers where we do not have an interline agreement with them. Therefore, where you intend to arrive at an airport on another Carrier's flight in order to connect with one of our flights or you intend to arrive at the airport on one of our flights in order to connect with another Carrier's flight you must check in advance whether we have an interline agreement with them. If we do not, you are responsible for clearing your Baggage and having it checked-in and re-tagged for the next flight. In such circumstances, we are not liable for any loss, damage or delay to your journey or baggage.

#### E. RIGHT OF SEARCH

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



#### F. CHECKED BAGGAGE

1. Upon delivery to Bassaka Air 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.
2. Checked Baggage must have your name, or other personal identification affixed to it.
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.
4. Maximum weight of any single piece of checked baggage is 32 kg (70 lb.). Acceptance of any bag weighing more than 32 kg (70 lb.) is subject to prior approval and notification upon booking/reservation. Overweight items will be repacked or split into lighter units during check-in. Such items that cannot be repacked will not be accepted for carriage. In either case, we shall not be liable to you for any loss, damage or delay arising as a result of your failure to comply with the weight allowance and need to repack, split or decline to carry the overweight items.

#### G. EXCESS VALUE DECLARATION AND CHARGE

1. You may declare a value for Checked Baggage in excess of the applicable liability limits. If you make such a declaration, you shall pay reasonable additional charges in accordance with Our Regulations.
2. We will refuse to accept an excess value declaration on Checked Baggage when a portion of the carriage is to be provided by a non-IATA Member Carrier which does not offer the facility of declaring excess valuation.

#### H. UNCHECKED BAGGAGE

1. Bassaka air may specify maximum dimensions and/or weight for Baggage which you carry onto the aircraft. If we have not done so, 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 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.
2. Objects not suitable for carriage in the cargo compartment (such as delicate musical instruments) and which do not meet the requirements in item above, will only be accepted for carriage in the cabin compartment if you have given us notice in advance and permission has been granted by us. You may be required to pay a separate charge for this service.



#### I. COLLECTION AND DELIVERY OF BAGGAGE

1. Subject to Article on checked baggage, 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 from the time it is made available, we may dispose of it without any liability to you.
2. Only the bearer of the Baggage Check and Baggage Identification Tag, is entitled to delivery of Checked Baggage.
3. If a person claiming the Baggage is unable to produce the Baggage Check and identify the Baggage by means of a Baggage Identification Tag, we will deliver the Baggage to such person only on condition that he or she establishes to our satisfaction his or her right to the Baggage thereto, and if required by us, such person shall furnish adequate security to indemnify us for any loss, damage or expense which may be incurred by us as a result of such delivery.
4. Acceptance of Baggage by the bearer of the Baggage Check without complaint at the time of delivery shall constitute sufficient evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage.

#### J. ANIMALS

If Bassaka Air agrees to carry your animals they will be carried subject to the following conditions:

1. You must ensure that animals such as dogs, cats, household birds and other pets, are properly crated or transported in containers which meet the requirements of law, accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit failing which, such animals will not be accepted for carriage. Such carriage may be subject to additional conditions by us, which are available on request.
2. If accepted as Baggage, the animal, together with its container and food shall not be included in your free baggage allowance, but shall constitute excess Baggage, for which you will be obliged to pay the applicable rate. Except as provided for in the article below, animals will not be carried in the passenger cabin of the aircraft. They will be carried, suitably containerised, in the cargo compartment of the aircraft.
3. Service animals accompanying passengers with disabilities will be carried as checked baggage or in the cabin free of charge in addition to the normal free baggage allowance subject to conditions specified by us, or as required by applicable law. Additional information concerning these conditions is available on request.
4. Where carriage is not subject to the liability rules of the Warsaw Convention or the Montreal Convention, we are not responsible for injury to or loss, sickness or death of an animal which we have agreed to carry, unless we have been negligent.
5. We will have no liability in respect of any such animal not having all the necessary exit, entry, health and other documents with respect to the animal's entry into or passage through any country, state or territory and the person transporting the animal must



reimburse us for any fines, costs, losses or liabilities reasonably imposed or incurred by us as a result.

## **X. SCHEDULES, CANCELLATION OF FLIGHTS**

### **A. SCHEDULES**

1. The flight times shown in timetables may change between the date of publication and the date you actually travel. We do not guarantee them to you and they do not form part of your contract with us.
2. Before we accept your booking, we will notify you of the scheduled flight time in effect as of that time, and it will be shown on your Ticket. It is possible we may need to change the scheduled flight time subsequent to issuance of your Ticket. If you provide us with contact information, we will endeavour to notify you of any such changes. If, after you purchase your Ticket, we make a significant change to the scheduled flight time, which is not acceptable to you, and we are unable to book you on an alternate flight which is acceptable to you, you will be entitled to a refund in accordance to company's refund policy.

### **B. CANCELLATION, REROUTING, DELAYS, ETC**

1. We will take all necessary measures to avoid delay in carrying you and your Baggage. In the exercise of these measures and in order to prevent a flight cancellation, in exceptional circumstances, we may arrange for a flight to be operated on our behalf by an alternative carrier and/or aircraft.
2. Except as otherwise provided by the Warsaw Convention or the Montreal Convention or applicable law, if we cancel a flight, fail to operate a flight reasonably according to the schedule, fail to stop at your destination or Stopover destination, or cause you to miss a connecting flight on which you hold a confirmed reservation, we shall, at your option, either:
  - a. carry you at the earliest opportunity on another of our scheduled services on which space is available without additional charges and; where necessary, extend the validity of your Ticket; or
  - b. within a reasonable period of time re-route you to the destination shown on your Ticket by our own services or those of another Carrier, or by other mutually agreed means and class of transportation without additional charge. If the fare, and charges for the revised routing are lower than what you have paid, we shall refund the difference;
  - c. or make a refund in accordance with the company's refund policy
3. Upon the occurrence of any of the events set out in Article X-B-2, except as otherwise provided by the Warsaw Convention or the Montreal Convention, or, where applicable, EC Regulation 261/2004, the options outlined in Article X are the sole and exclusive remedies available to you and we shall have no further liability to you. In particular, except where EC Regulation 261/2004 is applicable, if cancellations or delays are due to inclement weather or to air traffic control delays, we shall be under no immediate obligation to comply with Paragraphs X-B-1 to 2, or to provide at all for the cost of telephone calls, accommodation,



refreshments or transportation, although we shall make reasonable efforts to assist you as best we can in the prevailing circumstances.

4. If we are unable to provide confirmed space, we shall provide compensation to those Passengers who are denied boarding or who are involuntarily downgraded to the class below in accordance with applicable law.

## **XI. REFUNDS**

- A. Unless otherwise stated in these conditions, fare rules or tariff or in accordance with applicable law, tickets are non-refundable. We will refund a Ticket or any unused portion, as set out below:
  1. Except as otherwise provided in this Article, we 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 of such payment.
  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.
  3. Except in the case of lost Tickets, refunds will only be made on surrender to us of the Ticket and all unused Flight Coupons.
  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 pursuant to the items above shall be deemed a proper refund and shall discharge us from liability and any further claim for refund from you or from anyone else.

### **B. INVOLUNTARY REFUNDS**

If Bassaka Air cancels a flight, fail to operate a flight reasonably according to schedule, fail to stop at your final destination or Stopover, or cause you to miss a connecting flight on which you hold a reservation, the amount of the refund shall, except where XI-B-4 applies, 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 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.
3. Upon acceptance of a refund by the Passenger on the purchase of a ticket under these circumstances, we shall be released from any further liability.
4. Where EC Regulation 261/2004 applies to your ticket, you may in some limited circumstances be entitled to a refund of the whole of your ticket at the price you paid for it even if you have used one or more portions of it. You should refer to our Rules for Denied Boarding, Cancellation and Long Delays under this EC Regulation which explain your rights in full.



#### C. VOLUNTARY REFUNDS

1. If you are entitled to a refund of your Ticket for reasons other than those set out in 11.2, the amount of the refund shall be:
  - a. if no portion of the Ticket has been used, an amount equal to the fare paid, less any reasonable service charges or cancellation fees;
  - b. if a portion of the Ticket has been used, the refund will be an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used, less any reasonable service charges or cancellation fees.

#### D. REFUND OF A LOST TICKET

1. If you lose your Ticket or portion of it, upon furnishing us with satisfactory proof of the loss, and payment of a reasonable administration charge, refund will be made as soon as practicable after the expiry of the validity period of the Ticket, on condition:
  - a. 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);
  - b. 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 fault or use by a third party resulted from our own negligence).
2. If we or our Authorised Agents lose the Ticket or portion of it, the loss shall be our responsibility.

#### E. RIGHT TO REFUSE REFUND

1. We may refuse a refund where application is made after the expiry of the validity of the Ticket.
2. We may refuse 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.
3. We may refuse refund in the circumstances covered by Article VII-B of these Conditions.

#### F. CURRENCY

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



**G. BY WHOM TICKET REFUNDABLE**

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

**XII. CONDUCT ABOARD AIRCRAFT**

- A. If, in our reasonable opinion, you conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instruction of the crew including but not limited to those with respect to sitting down and fastening a seatbelt, smoking, alcohol or drug consumption, or behave in a manner which causes discomfort, inconvenience, damage or injury to other passengers or the crew, we may take such measures as we deem reasonably necessary to prevent continuation of such conduct, including restraint. You may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed on board the aircraft.
- B. You are not allowed to consume alcohol aboard our aircraft (whether purchased as duty free from us or someone else or otherwise obtained) unless it has been served to you by us. We have the right, at any time for any reason, to refuse to serve you alcohol or to withdraw alcohol which has been served to you.
- C. **GENERAL INDEMNITY**  
If you conduct yourself in a manner described in Article XII-A above, you will indemnify us for all claims or losses, including, but not limited to, all costs arising from the diversion of the aircraft for the purpose of offloading you and all losses suffered or incurred by us, our Agents, employees, independent contractors, passengers and any third party in respect of death, injury, loss damage or delay to other persons or to property, arising from your misconduct.
- D. **ELECTRONIC DEVICES**
1. For safety or legal reasons, we may forbid or limit operation aboard the aircraft of electronic equipment, including, but not limited to, cellular telephones, laptop computers, portable recorders, portable radios, MP3, cassette and CD players, electronic games, laser products, or transmitting devices including remote or radio controlled toys and walkie-talkies. You must not use these items when we have informed you that they are not permitted to be used. You may also commit a criminal offence if you do. Operation of hearing aids and heart pacemakers is permitted.
  2. If you fail to comply with Paragraph 12.3, we reserve the right to retain such electronic devices until the termination of your flight or until such other time as we consider appropriate.



### **XIII. ARRANGEMENTS FOR ADDITIONAL SERVICES**

- A. If we make arrangements for you with any third party to provide any services other than carriage by air, including road, rail and sea transport or if we issue a ticket or voucher relating to transportation or services (other than carriage by air) provided by a third party, such as hotel reservations or car rental, in doing so, we act only as your agents for such third party. The terms and conditions of the third party service provider will apply, and we shall have no liability to you for such services, including a third party service providers' decision to cancel or deny any reservations.
- B. If we are also providing surface (land or sea) transportation to you, other conditions may apply to such surface transportation. Such conditions are available from us and our authorised agents upon request.

### **XIV. ADMINISTRATIVE FORMALITIES**

#### **A. GENERAL**

- 1. The passenger (not Bassaka Air) must check the relevant entry requirements for any country you are visiting; and present to us all required passport, visas, health certificates and other travel documents needed for your journey.
- 2. You must obey all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which you transit
- 3. We will not be liable to you (i) if you do not have the necessary passports, visas, health certificates and other travel documents; (ii) your passport, visa, health certificates or other travel documents are invalid or out of date; or (iii) you have not obeyed all relevant laws, regulations, orders, demands, requirements, rules or instructions.

#### **B. TRAVEL DOCUMENTS**

Prior to travel, you must present to us all exit, entry, health and other documents including passports and visas required by laws, regulations, orders, demands or requirements of the countries concerned. If we ask you must allow us to take and retain copies and deposit your passport or equivalent travel document with a member of the crew of the aircraft for safe custody until the end of the flight. We reserve the right to refuse carriage if you have not complied with these requirements, or your travel documents do not appear to be in order.

#### **C. REFUSAL OF ENTRY**

If you are denied entry into any country, you will be responsible to pay any fine, penalty or charge imposed against us by the Government concerned, any detention costs we are charged; the cost of transporting you from that country and any other costs we reasonably pay or agree to pay. The fare collected for carriage to the point of refusal or denied entry will not be refunded by us.



#### D. CUSTOMS OR OTHER OFFICIAL INSPECTION

The Passenger shall allow the airline, government officials, airport officials, or other Carriers to carry out security screening of you and your baggage. We are not liable to you for any Damage suffered by you in the course of such security checks or through your failure to comply with this requirement unless caused by our negligence.

#### XV. SUCCESSIVE CARRIERS

Carriage to be performed by us and other Carriers under one Ticket, or a Conjunction Ticket is regarded as a single operation for the purposes of the Warsaw Convention and Montreal Convention. However, your attention is drawn to Article XVI.

#### XVI. LIABILITY FOR DAMAGE

##### A. APPLICABLE RULES

1. These conditions of carriage and applicable law govern our liability to you. Where we are a successive carrier, we are not liable for those parts of the journey performed by other carrier(s). Where we are the actual carrier, we are liable for an accident which causes injury or death that occurs on board the aircraft, or in the process of embarking or disembarking; where we are the contracting carrier but do not perform any part of the operations of carriage, we are liable for an accident which causes injury or death that occurs during any part of the transportation, while on board the aircraft, or in the process of embarking or disembarking.
2. Applicable law may include the Warsaw Convention, or the Montreal Convention, and/or laws which apply in individual countries. The Warsaw Convention and the Montreal Convention apply to international Carriage as defined in those Conventions.
3. Where we issue a Ticket for carriage by another Carrier, or we check-in your Baggage for carriage by another Carrier, we do so only as agent for that Carrier.

##### B. OUR LIABILITY FOR DEATH OR INJURY TO PASSENGERS

Our liability for proven damages sustained by you in the event of death, wounding or any other bodily injury caused by an accident during carriage provided by us is subject to the rules and limitations set forth in the applicable law as well as the following supplementary rules.

1. Our liability with respect of each Passenger for death, wounding or other bodily injury shall be limit equivalent to the sum of 100,000 SDR inclusive of legal fee and costs.
2. We shall be liable for Damage to a Passenger occurring on its carriage by air, except that such Damage has been caused by Passenger's health condition. In case Damage is caused to Passenger by himself or herself, the liability of us shall be reduced or exempted.
3. Pursuant to Article 22 (1) of the Convention, in respect of international carriage performed by us and governed by the Convention, the limit of liability of us for each Passenger for death, wounding or other bodily injury shall be limit equivalent to the sum of 100,000 SDRs inclusive of legal fees and costs.



4. For journeys which are to, from or with an agreed stopping place in the United State of America, the limit of liability of 100,000 SDRs is in substitution for the limit of liability specified in Article XVI-B-5. We will not, with respect to any claim arising out of the death, wounding or other bodily injury of a Passenger under the Convention, avail ourselves of any defense under Article 20 (1) of the Convention.
5. Agreement applicable to carriage relating to United State of America In accordance with Article 22 (1) of the Convention, we and certain other carriers agree that with respect to international carriage to which the Convention applies and which includes a point in the United State 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 USD 75,000 inclusive of legal fees and costs except that, in 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 USD 58,000 exclusive of legal fees and costs.
  - b. We and certain other 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 defense under Article 20 (1) of the Convention.
6. 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 willfully caused Damage which resulted in death, wounding, or other bodily injury of a Passenger. The name of carriers partied 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.

#### C. OUR LIABILITY FOR DAMAGE TO BAGGAGE

1. We are not liable for Damage to Unchecked Baggage (other than Damage caused by delay which is covered by Article XVI-D below) unless the Damage was caused by our negligence or the negligence of our Authorised Agents.
2. We will not be liable for Damage to Baggage resulting 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.
3. With respect to claims to which the Convention applies, our liability in the case of Damage to Checked Baggage shall be limited to USD 20 per kilogram and in the case of Damage to Unchecked Baggage, USD 400 per Passenger, or any higher sum agreed to by us pursuant to Article IX-G. In the event of delivery to the Passenger of part but not all of your Checked Baggage, or in the event of Damage to part but not all of your Checked Baggage, the liabilities of us with respect to the undelivered or damaged portion shall be reduced proportionately on the basis of weight, notwithstanding the value of any part of the Baggage or contents thereof.



4. With respect to claims to which the Law on Civil Aviation of Vietnam applies, our liability for Damage to both Unchecked and Checked Baggage, including your personal property is limited to 1,000 SDRs per Passenger or any higher sum agreed to by us pursuant to Article IX-7.
5. Our compensation for Damage of Baggage on the principle of compensation for the proven damages but not exceeding our limit of liability. You have responsibility to prove actual Damage to your Baggage. In case of Article XVI-C-4 applied, for any reason, if you can not prove actual Damage or unable to provide evidence of Damage for claim, we shall apply the limit of liability pursuant to Article XVI-C-3.
6. The limits of liability mentioned above will not apply if you are able to prove that the Damage resulted from an act or omission by us or our agents carried out either:
  - a. with the intention of causing Damage; or
  - b. recklessly and with actual knowledge that Damage would probably result and you prove that our employees or agents responsible for the act or omission were acting within the scope of their employment.
7. The limit of liability for Damage to both Unchecked and Checked Baggage established by local law applies to your Baggage where local law applies to your journey.
8. The limit of liability for Damage to both Unchecked and Checked Baggage specified in XVI-C-3 applies to Damage to Unchecked Baggage and Checked Baggage respectively where the Warsaw Convention applies to you carriage and no limit of liability is established by applicable local law.
9. You may wish to make a special declaration of value or buy yourself additional insurance to cover instances where the actual value or replacement cost of your Checked Baggage or Unchecked Baggage exceeds our limit of liability.
10. If the weight of the Baggage is not recorded on the Baggage Check, it is presumed that the total weight of the Checked Baggage does not exceed the applicable free Baggage allowance for the class of carriage concerned, as provided in Our Regulations.
11. If you complete a special declaration of higher value at check-in and pay the applicable fee, our liability shall be limited to the higher declared value.
12. We are not liable for Damage to Baggage caused by delay if we prove that (i) we and our agents took all measures that could reasonably be required to avoid the Damage or (ii) that it was impossible for us or our agents to take such measures.
13. We are not liable for injury to you or for Damage to your Baggage caused by property contained in your Baggage or anyone else. You are responsible for any Damage caused by your Baggage to other people, including property and you shall indemnify us for all losses and expenses incurred by us as a result thereof.
14. We are not liable in any way whatever for Damage to articles which you include in your Baggage which you are prohibited from including in your Baggage by Article IX-C, including but not limited, to Damage to fragile or perishable items (fresh and perishable foodstuff...), keys, artwork, cameras, money, jewellery, precious metals, silverware, gemstone, medicines, drug, dangerous goods, computers, electronic devices, securities or other valuables, negotiable papers, contract, business documents, samples, passports and other identification documents, other precious and/or valuable items which are included in your Baggage but not declared a higher value of Baggage regardless of our knowledge.



15. We are not liable in any way whatever for Damage to your Baggage caused by your failure to adhere to Article IX-D-6 of these conditions including failing to take responsibility for clearing, checking-in and re-tagging Baggage for carriage on another flight with a Carrier which we do not have an interline agreement with.
16. We are not liable for Damage to your Baggage unless such Damage is caused by the negligence of us. If there has been contributory negligence on your part, our liability shall be subject to the applicable law relating to contributory negligence.

#### D. OUR LIABILITY FOR DAMAGE CAUSED BY DELAY TO PASSENGERS

1. Our liability for Damage caused by delay in your carriage by air is limited by the Warsaw Convention and the Montreal Convention.
2. Whether or not the Warsaw Convention or Montreal Convention applies to your claim, we are not liable for damage to passengers caused by delay if we prove that we and our agents took all measures that could reasonably be required to avoid the damage or that it was impossible for us or them to take such measures.

#### E. GENERAL PROVISIONS

1. We shall be liable only for Damage occurring during transportation ticketed under our own Airline Designator Code or operated by us. If we issue a Ticket or if we check Baggage for transportation under another Carrier's Designator Code, we do so only as Agents for the other Carrier. Nevertheless, with respect to Checked Baggage you may also have a right of action against the first or last Carrier. However, the liability of each Carrier involved in your journey must be determined only by its own Conditions of Carriage.
2. We are not liable for any damage arising from our compliance with any laws or government regulations, orders or requirements, or from your failure to comply with the same;
3. Except where these conditions of carriage state differently, our liability shall be limited to proven compensatory damages, and in any event, we shall not be liable for (i) any loss of profits, revenue, contracts, sales, anticipated savings, goodwill and reputation; and (ii) indirect, consequential losses, or (iii) any form of non-compensatory damages.
4. If your age or mental or physical condition is such as to involve any hazard or risk to yourself, we shall not be liable for any illness, injury or disability, including death, attributable to such condition or for the aggravation of such condition.
5. Any exclusion or limitation of our liability shall apply to and be for the benefit of our Agents, employees and representatives and any person whose aircraft is used by us and such person's Agents, employees and representatives. As a result, the total amount recoverable from us and from such Agents, employees, representatives and persons shall not exceed the amount of our limit of liability.
6. Unless we state otherwise, nothing in these Conditions of Carriage gives up any exclusion or limitation of liability to which we are entitled under the applicable law which may apply. With respect to third parties, we reserve all of our right of recourse against any other person, including without limitation, rights of contribution and indemnity.



## **XVII. TIME LIMITATION ON CLAIMS AND ACTIONS**

### **A. TIME LIMIT FOR BAGGAGE**

1. If you, or the person holding the Baggage Check and Baggage Identification Tag with your authority, receives the Checked Baggage at the time of delivery without making a formal complaint, the absence of a formal complaint will be sufficient evidence that the Checked Baggage was received by you in good order and condition unless you prove otherwise.
2. If you wish to claim compensation from us for Damage to Checked Baggage, you must notify us as follows:
  - a. If the Damage is physical in nature, within seven (7) days of receipt of the Checked Baggage.
  - b. If the Damage consists of complete loss of the Checked Baggage, within twenty-one (21) days from the date on which the Baggage ought to have been delivered to you.
  - c. If the Damage consists of delay to the Checked Baggage, within twenty-one (21) days from the date of the Baggage was placed at your disposal.
  - d. If you do not notify us in writing within the timescales in Articles XVII-A-2-a to XVII-A-2-c, and the Warsaw Convention or the Montreal Convention applies to your claim, no action shall lie against us save in the case of fraud on our part.

### **B. TIME LIMIT FOR ALL ACTIONS**

Any right you may have for compensation for any Damages shall be extinguished if an action is not brought within two years from the date of arrival at the destination, or the date on which the aircraft ought to have arrived, or the date on which the carriage stopped. The period of limitation shall be determined by the law of the court where the case is heard.

## **XVIII. MODIFICATION AND WAIVER**

None of our Agents, employees or representatives has authority to alter, modify or waive any provision of these Conditions of Carriage.

## **XIX. OTHER CONDITIONS**

Carriage of you and your Baggage is also provided in accordance with Our Regulations and certain other 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 on board the aircraft, forbidden items in Baggage, and the on board consumption of alcoholic beverages.

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



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## **XX. INTERPRETATION**

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