



# **MedSky Airways**

## **Terms and Conditions of Transport**

March 2023

### ARTICLE -1. Definition:

"We", "our" "ourselves" and "us" means MedSky Airways

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

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

"AIRLINE DESIGNATOR CODE" means the two characters or three letters which identify particular air carriers.

"AUTHORISED AGENT" means a passenger sales agent who has been appointed by us to represent us in the sale of air transportation on our services.

"BAGGAGE" means your personal property accompanying you in connection with your trip. Unless otherwise specified, it consists of both your Checked and Unchecked Baggage.

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

"BAGGAGE IDENTIFICATION TAG" means a document issued solely for identification of Checked Baggage.

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

"CHECKED BAGGAGE" means Baggage of which we take custody and for which we have issued a Baggage Check.

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

"CONDITIONS OF CONTRACT" means those statements contained in or delivered with your Ticket or Itinerary/Receipt, identified as such and which incorporate, by reference, these Conditions of Carriage and notices.

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

"CONVENTION" means the Montreal Convention (1999)

"COUPON" means both a paper Flight Coupon and an Electronic Coupon, each of which entitles the named passenger to travel on the particular flight identified on it.

"Damage" means death or wounding of a Passenger, or any other bodily injury suffered by a Passenger, caused by an accident on board an 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 includes damages caused by delay in the carriage by air of Passengers or Baggage.

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

"ELECTRONIC COUPON" means an electronic flight coupon or other value document held in our database.

"Electronic Ticket" means the electronic entries within our reservations database recording the carriage you have booked for which we or our Authorised Agent have issued an e-Ticket Receipt/Itinerary.

"e-Ticket Receipt/Itinerary" means a receipt marked as such or marked "Passenger Receipt/Itinerary" or "Itinerary/Receipt" issued by us or our Authorised Agent and delivered to you by e-mail, by fax, by hand-delivery, by mail or by courier.

"FLIGHT COUPON" means that portion of the Ticket that bears the notation "good for passage," or in the case of an Electronic Ticket, the Electronic Coupon, and indicates the particular places between which you are entitled to be carried.

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

"IATA" means the International Air Transport Association.

"ICAO" means the International Civil Aviation Organization.

"Immediate Family" means your spouse, your children (including adopted children), your parents, your brothers and sisters, your grandparents, your grandchildren, your parents-in-law, your brothers and sisters-in-law and your sons and daughters-in-law.

"ITINERARY/RECEIPT" means a document or documents we issue to Passengers travelling on Electronic Tickets that contains the Passenger's name, flight information and notices.

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

"National Currency Equivalent" means the equivalent value of the local currency of the country in which the compensation is to be paid or in which judgment is to be made.

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

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

"SPECIAL DRAWING RIGHTS" are an international unit of account, defined by the International Monetary Fund, 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 bankers and are reported regularly in leading financial journals.

"STOPOVER" means a scheduled stop on your journey, at a point between the place of departure and the place of destination, which lasts not less than 24 hours.

"TARIFF" means the published fares, charges and/or related conditions of carriage of an airline filed, where required, with the appropriate authorities.

"TICKET" means either the document entitled "Passenger Ticket and Baggage Check" or the Electronic Ticket, in each case issued by us or on our behalf, and includes the Conditions of Contract, notices and Coupons.

"UNCHECKED BAGGAGE" means any of your Baggage other than Checked Baggage.

### **COVID-19 VIRUS**

In order to slow down transmission of the COVID-19 virus, passengers may be required to undergo and pass temperature checks at the airport and wear a mandatory face mask in the airport and on-board. Children under 6 years do not need to wear a face mask. Passengers who suffer from a medical condition that prevents them from wearing a face mask are exempted from the face mask obligation on provision of a medical certificate attesting their condition. If you fail to comply with these requirements, you may not be allowed to travel.

**You must advise MedSky Airways or your travel agent as soon as possible, and must not report to the airport for the flight if any of the following occurs:**

- 1) You have been diagnosed with COVID-19 at any time during the 14 days prior to your flight;
- 2) You have had any of the COVID-19 relevant symptoms (fever; newly developed cough; loss of taste or smell; shortness of breath) at any time during the 8 days prior to your flight;
- 3) You have been in close contact (e.g. less than 2 meters for more than 15 minutes) with a person who has COVID-19 in the 14 days prior to your flight;
- 4) You are required by local or national regulations to be in quarantine for reasons related to COVID-19 for a period that includes the date of the flight.

**You may not be allowed to travel if any of the above circumstances are identified at the airport.**

### ARTICLE -2. -APPLICABILITY

#### 2.1. GENERAL

Except as provided in Articles 2.2 and 2.4, our Conditions of Carriage apply to all flights, or flight segments, operated by us or sold by us to you as principal.

#### 2.2. CHARTER OPERATIONS

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

#### 2.3. CODE SHARES

On some services we have arrangements with other airlines known as code shares. This means that even if you have a reservation with us and hold a Ticket showing the MedSky Airways Designator Code for one or more flights, another airline may operate the aircraft. If such arrangements apply to your carriage, the following conditions will apply:

1. We will advise you of the name of the other airline at the time you make your reservation when you make it with us or, if made through an Authorised Agent, we will endeavour to make sure that the Authorised Agent gives you such information;
2. these Conditions of Carriage will apply where we have a legal liability to you and the conditions of carriage of the operating carrier will apply in all other respects, with the result that, for example, provisions relating to baggage acceptance, check-in and boarding, refusal and limitation of carriage, conduct aboard aircraft, and schedules, delays and cancellation of flights may differ from these Conditions of Carriage.

#### 2.4. OVERRIDING LAW

These Conditions of Carriage are applicable unless they are inconsistent with our Tariffs or applicable law in which event such Tariffs or laws shall prevail. If any provision of these Conditions of Carriage is invalid under any applicable law, the other provisions shall nevertheless remain valid.

#### 2.5. CONDITIONS PREVAIL OVER REGULATIONS

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

#### 2.6 English language text prevails

These Conditions of Carriage are translated into several languages. If there is any inconsistency between the English text and a non-English translation thereof, the English text will prevail and apply unless applicable local law requires otherwise. The English text can be viewed on our Website.

### ARTICLE -3. TICKETS

#### 3.1. GENERAL PROVISIONS

- 3.1.1. We will provide carriage only to the Passenger named in the Ticket, and you may be required to produce appropriate identification.
- 3.1.2. A Ticket is not transferable, except as required by any locally applicable laws, in particular those of the European Community concerning package holidays.
- 3.1.3. Some Tickets are sold at discounted fares which may be partially or completely non-refundable. You should choose the fare best suited to your needs. You may also wish to ensure that you have appropriate insurance to cover instances where you have to cancel your Ticket.
- 3.1.4. If you have a Ticket, as described in Article 3.1.3, which is completely unused, and you are prevented from travelling due to Force Majeure, provided that you promptly advise us and furnish evidence of such Force Majeure, we will provide you with a credit of the non-

refundable amount of the fare, for future travel on us, subject to deduction of a reasonable administration fee.

- 3.1.5. The Ticket is and remains at all times the property of the issuing carrier.
- 3.1.6. Except in the case of an Electronic Ticket, you shall not be entitled to be carried on a flight unless you present a valid Ticket containing the Flight Coupon for that flight and all other unused Flight Coupons and the Passenger Coupon. In addition, you shall not be entitled to be carried if the Ticket presented is mutilated or if it has been altered otherwise than by us or our Authorised Agent. In the case of an Electronic Ticket, you shall not be entitled to be carried on a flight unless you provide positive identification and a valid Electronic Ticket has been duly issued in your name.
- 3.1.7. In case of loss or mutilation of a Ticket (or part of it) by you or non-presentation of a Ticket containing the Passenger Coupon and all unused Flight Coupons, upon your request we will replace such Ticket (or part of it) by issuing a new Ticket, provided there is evidence, readily ascertainable at the time, that a Ticket valid for the flight(s) in question was duly issued and you sign an agreement to reimburse us for any costs and losses, up to the value of the original ticket, which are necessarily and reasonably incurred by us or another carrier for misuse of the Ticket. We will not claim reimbursement from you for any such losses which result from our own negligence. The issuing carrier may charge a reasonable administration fee for this service, unless the loss or mutilation was due to the negligence of the issuing carrier, or its agent.
- 3.1.8. Where such evidence is not available or you do not sign such an agreement, the carrier issuing the new Ticket may require you to pay up to the full Ticket price for a replacement Ticket, subject to refund if and when the original issuing carrier is satisfied that the lost or mutilated Ticket has not been used before the expiry of its validity. If, upon finding the original Ticket before the expiry of its validity, you surrender it to the carrier issuing the new Ticket, the foregoing refund will be processed at that time.
- 3.1.9. You will not be entitled to be carried on a flight if the Ticket presented is mutilated, spoilt or tampered with, or if it has been altered otherwise than by us or our Authorised Agent. For replacement of a lost or damaged Ticket.

### **3.2. PERIOD OF VALIDITY**

- 3.2.1. Except as otherwise provided in the Ticket, in 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.
- 3.2.2. When you are prevented from travelling within the period of validity of the Ticket because at the time you request reservations we are unable to confirm a reservation, the validity of such Ticket will be extended, or you may be entitled to a refund in accordance with Article 10.
- 3.2.3. If after having commenced your journey, you are prevented from travelling within the period of validity of the Ticket by reason of illness, we may extend the period of validity of your Ticket until the date when you become fit to travel or until our first flight after such date, from the point where the journey is resumed on which space is available in the class of service for which the fare has been paid. Such illness must be attested to by a medical certificate. When the flight coupons remaining in the Ticket, or in the case of an Electronic Ticket, the electronic coupon, involve one or more Stopovers, the validity of such Ticket may be extended for not more than three months from the date shown on such certificate. In such circumstances, we will similarly extend the period of validity of Tickets of other members of your immediate family accompanying you.
- 3.2.4. In the event of death of a Passenger en route, the Tickets of persons accompanying the Passenger may be modified by waiving the minimum stay or extending the validity. In the event of a death in the immediate family of a Passenger who has commenced travel, the validity of the Passenger's Tickets and those of his or her immediate family who are

accompanying the Passenger may likewise be modified. Any such modification shall be made upon receipt of a valid death certificate and a legally certified document indicating the relation of the passenger to the deceased. Any such extension of validity shall not be for a period longer than forty-five (45) Days from the date of the death.

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

- 3.3.1. The Ticket you have purchased is valid only for the transportation as shown on the Ticket, from the place of departure via any Agreed Stopping Places to the final destination. The fare you have paid is based upon our Tariff and is for the transportation as shown on the Ticket. It forms an essential part of our contract with you. The Ticket will not be honoured and will lose its validity if all the Coupons are not used in the sequence provided in the Ticket.
- 3.3.2. Should you wish to change any aspect of your transportation you must contact us in advance. The fare for your new transportation will be calculated and you will be given the option of accepting the new price or maintaining your original transportation as ticketed. Should you be required to change any aspect of your transportation due to Force Majeure, you must contact us as soon as practicable and we will use reasonable efforts to transport you to your next Stopover or destination, without recalculation of the fare.
- 3.3.3. Should you change your transportation without our agreement, we will assess the correct price for your actual travel. You will have to pay any difference between the price you have paid and the total price applicable for your revised transportation. We will refund you the difference if the new price is lower, but otherwise your unused Coupons have no value.
- 3.3.4. Please be aware that while some types of changes will not result in a change of fare, others, such as changing the place of departure (for example, if you do not fly the first segment) or reversing the direction you travel, can result in an increase in price. Many special fares are valid only on the dates and for the flights shown on the Ticket and may not be changed at all, or may be changed only upon payment of an additional fee.
- 3.3.5. Each Flight Coupon contained in your Ticket will be accepted for carriage in the class of service on the date and flight for which space has been reserved. When a Ticket is originally issued without a reservation being specified, space may be later reserved subject to our Tariff and the availability of space on the flight requested.
- 3.3.6. Please be advised that in the event that you do not show up for your outbound flight or any subsequent flight on your Ticket in case of connecting flights ("No Show") without advising us in advance (a minimum of 60 minutes prior to the scheduled departure of the outbound flight) we may cancel your return or onward flight reservations. However, if you do advise us as stipulated, your return or onward flight reservations will not be cancelled.

### **3.4. NAME AND ADDRESS OF CARRIER**

Our name may be abbreviated to our Airline Designator Code, or otherwise, in the Ticket. Our address is Mohamed Rajab Al-zaidi St, Al Noflyeen, Tripoli Libya.

### **3.5. Infant acceptance onboard, if they turn 2 years during the journey:**

- 3.5.1. If the passengers did not change flight date and time, the Infant will use the same ticket to complete the journey without upgrading to Child Fare.
- 3.5.2. If the passenger changes the original flight date and time:
  - (a) Ticket should be reissued to a child fare ticket, on half roundtrip basis as per procedures.
  - (b) Collecting the difference between the fare of the ticket and half round trip infant's fare plus half round trip child fare, plus the difference in taxes for the remaining sector.

## **ARTICLE -4. FARES, TAXES, FEES AND CHARGES**

### **4.1. FARES**

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

Your fare will be calculated in accordance with our Tariff in effect on the date of payment of your ticket for travel on the specific dates and itinerary shown on it.

Should you change your itinerary or dates of travel, this may change the fare to be paid.

#### **4.2. TAXES, FEES AND CHARGES**

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

#### **4.3. Surcharges in exceptional circumstances**

4.3.1. In exceptional circumstances, charges may be imposed on us by third parties, which are of a type or amount not normally applicable to our operations (for example, insurance premium supplements or additional security costs triggered by unlawful interference with civil aviation). In addition, we may be subjected to significant increases in operational costs (for example, fuel charges) caused by exceptional circumstances beyond our control. In such cases, you will be required to pay to us, as fare surcharges, all such charges attributed by us to your carriage (even if such exceptional circumstances surcharges are imposed after the issuance date of your Ticket). We will contact you with details of any applicable fare surcharges as soon as possible. If we are unable to establish contact using your contact details, we will advise you of any applicable fare surcharge at check-in. You are free to choose not to pay a fare surcharge and receive an involuntary refund of your Ticket in accordance with the provisions of Article 10.2, in which case we will have no other liability to you.

4.3.2. If any exceptional circumstances surcharge ceases to apply to all or part of your carriage, or a lesser amount is due, a refund can be claimed in respect of any such surcharge which has been paid. Please ask us or our Authorised Agent for details of how to claim such refund.

#### **4.4. CURRENCY**

4.4.1. Fares, taxes, fees, charges and exceptional circumstances surcharges are payable in the currency of the country in which the carriage commences, converted to the currency of the country of payment (if different) at the applicable Banker's Selling Rate in effect on the date payment is made, unless we or our Authorised Agent require payment in a different currency (for example, because of the non-convertibility of the local currency). We may at our discretion, accept payment in any currency, subject to applicable local law.

4.4.2. When you pay through credit card, Your credit card issuer bank may charge You for currency conversion. We do not receive any amounts of such charges and therefore You acknowledge that We shall not be responsible for any such charges. You will be fully responsible for the payment of any amounts which may occur as a result of currency conversion or discrepancy.

### **ARTICLE -5. RESERVATIONS**

#### **5.1. RESERVATION REQUIREMENTS**

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

5.1.2. Certain fares have conditions which limit or exclude your right to change or cancel reservations.

#### **5.2. TICKETING TIME LIMITS**

If you have not paid for the Ticket prior to the specified ticketing time limit, as advised by us or our Authorised Agent, we may cancel your reservation.

### 5.3. PERSONAL DATA

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

### 5.4. SEATING

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

### 5.5. RECONFIRMATION OF RESERVATIONS

- 5.5.1. Onward or return reservations may be subject to the requirement to reconfirm the reservations within specified time limits. We will advise you when we require reconfirmation, and how and where it should be done. If it is required and you fail to reconfirm, we may cancel your onward or return reservations. However, if you advise us you still wish to travel, and there is space on the flight, we will reinstate your reservations and transport you. If there is no space on the flight we will use reasonable efforts to transport you to your next or final destination.
- 5.5.2. You should check the reconfirmation requirements of any other Carriers involved in your journey with them. Where it is required, you must reconfirm with the Carrier whose code appears for the flight in question on the Ticket.

### 5.6. CANCELLATION OF ONWARD RESERVATIONS

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

## ARTICLE -6. CHECK-IN AND BOARDING

- 6.1. Check-in Deadlines are different at every airport, and we recommend that you inform yourself about these Check-in Deadlines and honour them. Your journey will be smoother if you allow yourself ample time to comply with the Check-in Deadlines. We reserve the right to cancel your reservation if you do not comply with the Check-in Deadlines indicated. We or our Authorised Agents will advise you of the Check-in Deadline for your first flight on us. For any subsequent flights in your journey, you should inform yourself of the Check-in Deadlines. Check-in Deadlines for our flights can be found in our timetable or may be obtained from us or our Authorised Agents.
- 6.2. You must be present at the boarding gate not later than the time specified by us when you check in.
- 6.3. We may cancel the space reserved for you if you fail to arrive at the boarding gate in time.
- 6.4. We will not be liable to you for any loss or expense incurred due to your failure to comply with the provisions of this Article.

## ARTICLE -7. REFUSAL AND LIMITATION OF CARRIAGE

### 7.1. RIGHT TO REFUSE CARRIAGE

In the reasonable exercise of our discretion, we may refuse to carry you or your Baggage if we have notified you in writing that we would not at any time after the date of such notice carry you on our flights. In this circumstance you will be entitled to a refund. We may also refuse to



carry you or your Baggage if one or more of the following have occurred or we reasonably believe may occur:

- 7.1.1. such action is necessary in order to comply with any applicable government laws, regulations, or orders;
- 7.1.2. the carriage of you or your Baggage may endanger or affect the safety, health, or materially affect the comfort of other passengers or crew;
- 7.1.3. your mental or physical state, including your impairment from alcohol or drugs, presents a hazard or risk to yourself, to passengers, to crew, or to property;
- 7.1.4. you have refused to submit to a security check;
- 7.1.5. you have not paid the applicable fare, taxes, fees or charges;
- 7.1.6. you do not appear to have valid travel documents, may seek to enter a country through which you may be in transit, or for which you do not have valid travel documents, destroy your travel documents during flight or refuse to surrender your travel documents to the flight crew, against receipt, when so requested;
- 7.1.7. you present a Ticket that has been acquired unlawfully, has been purchased from an entity other than us or our Authorised Agent, has been reported as being lost or stolen, or is a counterfeit, or you cannot prove that you are the person named in the Ticket.
- 7.1.8. you have failed to comply with the requirements set forth in Article 3.3 above concerning coupon sequence and use, or you present a Ticket which has been issued or altered in any way, other than by us or our Authorised Agent, or the Ticket is mutilated;
- 7.1.9. you fail to observe our instructions with respect to safety or security;
- 7.1.10. you have previously committed one of the acts or omissions referred to above, and we have reason to believe that you may do so again.

### **7.2. Reimbursement of costs**

If you are refused carriage for any of the reasons set out in 7.1, you will reimburse us for any costs we incur resulting from:

- (a) repair or replacement of property lost, damaged or destroyed by you;
- (b) compensation we have to pay to any Passenger or crew member affected by your actions; and
- (c) delaying the aircraft for the purpose of removing you and/or your Baggage. We may apply towards such payment or expenditure the value of any unused carriage on your Ticket, or any of your funds in our possession.

### **7.3. Fitness to fly**

- 7.3.1. Before boarding the aircraft for carriage you must be reasonably satisfied that you are medically fit to fly. If you have been advised that you are fit to fly provided certain precautions are taken (for example, use of medication) it is your responsibility to ensure that all such precautions are in fact taken before, during and after your flight (as the case may be) and that you will be able to produce any written evidence of your fitness to fly required by these Conditions of Carriage. To check if evidence of fitness to fly is required, see Articles 7.3.2 and 7.5, as well as Article 7.3.4 if you are flying to or from the USA.
- 7.3.2. If doubt exists about your fitness to fly, you may not be accepted for carriage unless you have satisfied one of the three requirements set out in Articles 7.3.2(a) to (c). If, however, you are flying to or from the USA, you may be exempt from part or all of those requirements - see further Article 7.3.4.
  - (a) You have produced to us no later than 48 hours before flight a medical report from an appropriately qualified doctor, bearing a date no more than 10 Days before your flight, which confirms your fitness to travel on all flights on which you intend to travel; or
  - (b) You have completed and produced to us no later than 48 hours before flight a Medical Information Form (MEDIF -which is most useful where your fitness to fly is in doubt because of a recent illness, disease, treatment or operation) and we have confirmed that we are able to provide you with carriage; or

- (c) You have completed and produced to us no later than 96 hours before flight a Frequent Travelers Medical Card (FREMEC - which is most useful where your fitness to fly is in doubt due to a permanent or chronic illness or disease or you require long term medical treatment) and we have confirmed that we are able to provide you with carriage.

7.3.3. Permission to fly is required from our medical department at least 48 hours before your flight (or such shorter period as we in our absolute discretion may decide) if it appears to us that you may have a disease which meets any of the following criteria, save that where you are flying to or from the USA different rules may apply (see further Article 7.3.4 regarding USA rules):

- (a) which is believed to be actively contagious or communicable and life threatening to other Passengers or crew; or
- (b) which may cause or induce unusual behavior, or a physical condition, which could have an adverse effect on the welfare and comfort of other Passengers or crew members; or
- (c) which is considered to be a potential hazard to the safety of the flight; or
- (d) which may cause the flight to be diverted or perform an unscheduled stop.

7.3.4. If you are flying to or from the USA, application of local rules may mean that you do not need to comply with all or part of the requirements of Articles 7.3.2 and 7.3.3. We will inform you how the requirements may differ upon your request.

#### **7.4. Carriage of pregnant Passengers and newborn children**

7.4.1. Pregnant women traveling prior to the 28th week of Pregnancy should consult their doctors/medical practitioners before traveling

7.4.2. It is your responsibility to check if Article 7.4.1 applies to you. If you fail to comply with its requirements or you provide incorrect information about your week of gestation, and you subsequently require in-flight medical assistance, or your flight is diverted so that you may receive medical assistance, in connection with your pregnancy, you are liable to reimburse us for any costs we incur of the type, for example, specified in Article 7.6 in accordance with the requirements of that Article.

7.4.3. Carriage of newly born infants will generally not be permitted until 7 Days after delivery. Please ask us or our Authorised Agent for further information.

7.4.4. Pregnant women traveling after their 28th week need to submit a certified medical report from their attending Gynecologist written within seven days prior to the date of travel and this report must be approved by MedSky Airways Medical Advisor.

7.4.5. To obtain the needed approval you may contact MedSky Airways Call Center at (+218 91 9853333) or you can email our Special Assistance Coordinators at (info@medsky.aero).

7.4.6. All Pregnant women as of their 34th week of pregnancy onwards will not be accepted for travel on board MedSky Airways flights.

#### **7.5. 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 us. Passengers with disabilities who have advised us of any special requirements they may have at the time of ticketing, and been accepted by us, shall not subsequently be refused carriage on the basis of such disability or special requirements.

### **ARTICLE -8. BAGGAGE**

#### **8.1. FREE BAGGAGE ALLOWANCE**

You may carry some Baggage, free of charge, subject to our conditions and limitations, which are available upon request from us or our Authorised Agents.

#### **8.2. EXCESS BAGGAGE**

You will be required to pay a charge for carriage of Baggage in excess of the free Baggage allowance. These rates are available from us upon request.

#### **8.3. ITEMS UNACCEPTABLE AS BAGGAGE**

8.3.1. You must not include in your Baggage:

- 8.3.1.1. items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations, and in our regulations (further information is available from us on request);
- 8.3.1.2. items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from or to;
- 8.3.1.3. items which are reasonably considered by us to be unsuitable for carriage because they are dangerous or 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.

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

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

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

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

### **8.4. RIGHT TO REFUSE CARRIAGE**

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

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

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

### **8.5. RIGHT OF SEARCH**

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 Article 8.3.1 or any firearms, ammunition or weapons which have not been presented to us in accordance with Articles 8.3.2 or 8.3.3. If you are unwilling to comply with such request we may refuse to carry you and your Baggage. In the event a search or scan causes Damage to you, or an x-ray or scan causes damage to your Baggage, we shall not be liable for such Damage unless due to our fault or negligence.

### **8.6. CHECKED BAGGAGE**

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

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

8.6.3. Checked Baggage will, whenever possible, be carried on the same aircraft as you, unless we decide for safety, security or operational reasons to carry it on an alternative flight. If

your Checked Baggage is carried on a subsequent flight we will deliver it to you, unless applicable law requires you to be present for customs clearance.

### **8.7. UNCHECKED BAGGAGE**

- 8.7.1. We may specify maximum dimensions and/or weight for Baggage which you carry on to the aircraft. If we have not done so, Baggage which you carry 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, subject to Articles 8.2 and 8.3.
- 8.7.2. Objects not suitable for carriage in the cargo compartment (such as delicate musical instruments), and which do not meet the requirements in Article 8.7.1 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.

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

- 8.8.1. Subject to Article 8.6.3, you are required to collect your Checked Baggage as soon as it is made available at your destination or Stopover. Should you not collect it within a reasonable time, we may charge you a storage fee. Should your Checked Baggage not be claimed within three (3) months of the time it is made available, we may dispose of it without any liability to you.
- 8.8.2. Only the bearer of the Baggage Check and Baggage Identification Tag is entitled to delivery of the Checked Baggage.
- 8.8.3. If a person claiming Checked Baggage is unable to produce the Baggage Check and identify the Baggage by means of a Baggage Identification Tag, we will deliver the Baggage to such person only on condition that he or she establishes to our satisfaction his or her right to the Baggage.

### **8.9. ANIMALS**

We reserve the right, at our absolute discretion, to refuse to carry any animals. If we agree to carry any animals they will be carried subject to the following conditions:

- 8.9.1. You shall ensure that animals such as dogs, cats, household birds and other pets, are properly crated (or carried in a container complying with any applicable legal requirements) and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit, failing which they will not be accepted for carriage. Such carriage may be subject to additional conditions specified by us, which are available on request.
- 8.9.2. If accepted as Baggage, the animal, together with its container and food, shall not be included in your free Baggage allowance, but shall constitute excess baggage, for which you will be obliged to pay the applicable rate.
- 8.9.3. Guide dogs accompanying Passengers with disabilities will be carried free of charge in addition to the normal free baggage allowance, subject to conditions specified by us, which are available on request.
- 8.9.4. Where carriage is not subject to the liability rules of the Convention, we are not responsible for injury to or loss, sickness or death of an animal which we have agreed to carry unless we have been negligent.
- 8.9.5. We will have no liability in respect of any such animal not having all the necessary exit, entry, health and other documents with respect to the animal's entry into or passage through any country, state or territory and the person carrying the animal must reimburse us for any fines, costs, losses or liabilities reasonably imposed or incurred by us as a result.

### **8.10. ITEMS REMOVED BY AIRPORT SECURITY PERSONNEL**

We will not be responsible for, or have any liability in respect of, articles removed from your Baggage by airport security personnel acting in accordance with any applicable regulations.

### ARTICLE -9. SCHEDULES, DELAYS, CANCELLATION OF FLIGHTS

#### 9.1. SCHEDULES

##### 9.1.1. MedSky Airways Responsibility for Schedules and Operations

- 9.1.1.1. The flight times and flight durations shown in our timetables may change between the date of publication (or issue) and the date you actually travel. We do not guarantee flight times and flight durations to you and they do not form part of your contract of carriage with us.
- 9.1.1.2. Before we accept your booking, we or our Authorized Agent will tell you about the departure time of your flight and it will be shown on your Ticket or e-Ticket Receipt/Itinerary. We may need to change the departure time of your flight time and/or the departure or destination airport after your Ticket or e-Ticket Receipt/Itinerary has been issued.
- 9.1.1.3. It is your responsibility to give us or our Authorized Agent your contact information so that we or the Authorized Agent can try to notify you of any such change. If the change is not acceptable to you, and we are unable to reserve space for you in your ticketed class of service on an alternate flight which is acceptable to you, you will be entitled to an involuntary refund in accordance with Article 10.2. Apart from this, we will have no liability to you for any loss or expense whatsoever.

#### 9.2. Remedies for Cancellation, Rerouting and Delays

- 9.2.1. NOTIFICATION: In the event of a flight delay, cancellation, or diversion, MedSky Airways will provide the most current information available to customers in the airport or onboard an aircraft in a timely manner. Flight information may also be obtained through the MedSky Airways website ([www.medsky.aero](http://www.medsky.aero)) and the MedSky Airways Contact Center number (+218 91 9853333).
- 9.2.2. Sometimes delays in departure times and the time taken for an aircraft to fly to a destination occur because of circumstances beyond our control (for example, bad weather or air traffic control delays or strikes). We will take all reasonable measures necessary to avoid delay in carrying you and your Baggage. These measures may include using an alternative aircraft or arranging for a flight to be operated for us by an alternative airline, or both.
- 9.2.3. You will be entitled to choose one of the following three available remedies 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 with us or with another airline for which you hold a through booking/confirmed reservation and adequate time existed to make the connection after the scheduled time of arrival of your flight.
- 9.2.4. The three available remedies for you to choose from are available without extra charge and are set out in Articles 9.2.3(a) to (c) below. See also Article 9.2.3 for limitations on your rights and on our liability.
  - 9.2.4.1. Remedy One - we will carry you and your Baggage as soon as we can on another of our flights on which space is available and, where necessary, extend the period of validity of your Ticket to cover that carriage.
  - 9.2.4.2. Remedy Two - we will re-route you and your Baggage within a reasonable period of time to the destination shown on your Ticket on another of our flights or on the flight of another airline, or by other mutually agreed means and class of carriage.
  - 9.2.4.3. Remedy Three - we will give or obtain for you full refund of the unused sectors of your ticket.
- 9.2.5. The three remedies in Articles 9.2.3(a) to 9.2.3(c) do not affect any rights you may have under Article 15.6. Those remedies and rights represent the sole and exclusive remedies and rights available to you if your carriage is affected by one of the events listed in Article 9.2.3.

#### 9.3. Denied boarding.

- 9.3.1. If we cannot carry you in your ticketed class of service on a flight for which you have a confirmed reservation and have met all applicable check-in and boarding deadlines, we will carry you on one of our later flights in your ticketed class of service, or, if you choose, we will carry you on another of our flights in a different class of service and will refund you the difference between the applicable fare, taxes, fees, charges and surcharges paid for your ticketed class of service and, if lower, the fare, taxes, fees, charges and surcharges applicable to the class of service in which you are actually carried. Alternatively, you may choose to receive an involuntary refund in accordance with Article 10.2. This Article 9.3.1 will not apply if we refuse to carry you for reasons permitted by these Conditions of Carriage (see, for example, Articles 6.4, 7, 8.6.1, 11.4.2, 11.4.3, 13.1.6 and 13.6).
- 9.3.2. If Article 9.3.1 applies to you, we will pay to you any compensation due to you under applicable law and our denied boarding compensation policy.
- 9.3.3. Apart from your rights under this 9.3, we will have no liability to you for any loss or expense whatsoever. Please ask about our denied boarding compensation policy.

### 9.4. Extended Onboard Ground Delays

- 9.4.1. In accordance with LYCAA regulations, MedSky Airways maintains and complies with a separate Contingency Plan for Lengthy Tarmac Delays. MedSky Airways Contingency Plan for Lengthy Tarmac Delays see Appendix 1.
- 9.4.2. MedSky Airways Contingency Plan for Lengthy Tarmac Delays is not guaranteed, is subject to change without notice, and is not part of this Contract of Carriage. For customers who will be traveling on an international itinerary operated by one of MedSky Airways codeshare partners, MedSky Airways Contingency Plan for Lengthy Tarmac Delays does not apply. Please see Section 16.0 for a discussion of rules that may differ from the rules described in this document.
- 9.4.3. Rebooking and Amenities/Services for Delayed Customers In accordance with LYCAA regulations, MedSky Airways maintains and complies with a separate Customer Service Plan. MedSky Airways Customer Service Plan may be found through MedSky Airways website (Customer Service Plan). MedSky Airways Customer Service Plan is not guaranteed, is subject to change without notice, and is not part of this Contract of Carriage. For customers who will be traveling on an international itinerary operated by one of MedSky Airways codeshare partners, MedSky Airways Customer Service Plan does not apply. Please see Section 16.0 for a discussion of rules that may differ from the rules described in this document.

### 9.5. Alternate Transportation

- 9.5.1. If MedSky Airways is not able to reroute customers on its flights or on another airlines' flights, MedSky Airways may offer the customer ground transportation to the destination. If the customer does not accept the ground transportation offered, MedSky Airways will refund the value of the remaining flight coupons to the stopover or destination.

## ARTICLE -10. Refunds

### 10.1. General

We will refund the fare paid for your Ticket, or any unused part of it, together with applicable taxes, fees, charges and exceptional circumstances surcharges in accordance with our fare rules and Tariffs and the following additional rules:

- 10.1.1. Unless we say otherwise, we will make a refund only to the person who has paid for the Ticket, provided we are given proof of identification and payment.
- 10.1.2. Unless the claim for a refund concerns a lost Ticket, we will pay a refund only if you give us your Ticket and all unused Flight Coupons and the Passenger Coupon. This requirement will not apply where your Ticket is an Electronic Ticket.
- 10.1.3. No refunds may be made, unless the refund claim is submitted directly by you and in accordance with our refund policies and these Terms and Conditions.

### 10.2. Involuntary refunds

- 10.2.1. Fare refunds will be calculated according to Articles 10.2.1(a) and 10.2.1(b) if we cancel a flight, fail to operate a flight reasonably according to schedule, or fail to carry you on a flight for which you have a confirmed reservation and have met the applicable Check-in Deadline and boarding deadline and you have not been refused carriage for reasons permitted by these Conditions of Carriage. The same method of calculation will apply if we fail to stop at your destination or Stopover or cause you to miss a connecting flight in circumstances where you hold a confirmed reservation and adequate time existed to make the connection between the originally scheduled time of arrival of your flight and the departure time of the connecting flight.
- 10.2.2. In all of those situations, the refund will be:
- 10.2.2.1. an amount equal to the fare paid (including taxes, fees, charges and exceptional circumstances surcharges paid) if no portion of the Ticket has been used; or
  - 10.2.2.2. if a portion of the Ticket has been used, an amount equal to the difference between the fare paid (including taxes, fees, charges and exceptional circumstances surcharges paid) and the correct fare (including taxes, fees, charges and exceptional circumstances surcharges) for travel between the points for which you have used your Ticket.
- 10.2.3. We will pay a refund according to Article 10.2.1(b) if we refuse you carriage for any of the reasons set out in Article 7.1, except that you will not be entitled to any refund for the flight for which you were refused carriage. Apart from this, we will have no liability to you for any loss or expense whatsoever. Also see Article 7.2 which permits us to use the value of any unused carriage on your Ticket to reimburse costs payable by you.
- 10.2.4. We will pay a refund according to Article 10.2.1(b) if we terminate your carriage for any of the reasons set out in Article 11.4 (unacceptable behaviour aboard aircraft) before it is completed, except that you will not be entitled to any refund for the flight during which the unacceptable behaviour occurred. Apart from this, we will have no liability to you for any loss or expense whatsoever. See also Article 11.4.4, which permits us to use the value of any unused carriage on your Ticket to pay sums due to us from you.

### 10.3. Voluntary refunds

- 10.3.1. If a refund of the fare for your Ticket is due for reasons other than those set out in 10.2, the refund will be:
- 10.3.1.1. an amount equal to the fare paid (including taxes, fees, charges and exceptional circumstances surcharges paid) less any applicable cancellation fees if no portion of the Ticket has been used, less also any applicable administration fee(s), if your Ticket is subject to restrictions; or
  - 10.3.1.2. if a portion of the Ticket has been used, an amount equal to the difference between the fare paid (including taxes, fees, charges and exceptional circumstances surcharges paid) and the correct fare (including taxes, fees, charges and exceptional circumstances surcharges) for travel between the points for which the Ticket has been used, less any applicable cancellation fees, less also any applicable administration fee(s), if your Ticket is subject to restrictions.

### 10.4. Refund on lost Ticket

- 10.4.1. If you lose your Ticket or part of it and subsequently provide us with satisfactory proof of that loss and pay any applicable administration fee(s), we will pay a refund as soon as possible after the validity period of the Ticket expires or 6 months, whichever is the later. We will only do this if:
- 10.4.1.1. the lost Ticket, or part of it, has not been used, previously refunded or replaced, unless the use, refund or replacement by or to someone else resulted from our own negligence; and
  - 10.4.1.2. the person to whom the refund is made agrees (by signing an agreement with us) to repay to us the amount of the refund and reimburse us our legal costs and expenses of locating and notifying you and enforcing the agreement, if we discover later fraud

or use of the lost Ticket (or part of it) by you or someone else. This will not apply if any fraud or use by someone else resulted from our negligence.

### **10.5. Right to refuse refund**

- 10.5.1. We will not give a refund if application for the refund is made more than 1 year from the date of issue of the original Ticket.
- 10.5.2. We will not give a refund on a Ticket if, when you arrived in a country, you presented the Ticket to us or to government officials as evidence of your future intention to depart from that country, unless you can prove to us that you have permission to remain in the country or that you will leave the country on another airline or by another means of transport.
- 10.5.3. We will not give a refund on a Ticket if it has been stamped by a governmental organisation as "Not to be Refunded" or if the Ticket is a replacement for a lost or mutilated Ticket which was stamped as "Not to be Refunded" by a governmental organisation, unless you prove to us that you have permission of that governmental organisation to receive a refund.
- 10.5.4. We will not give a refund on a Ticket for any flight on which you have been refused carriage (for any of the reasons set out in Article 7.1) or from which you have been removed (for any of the reasons set out in Articles 11.1 to 11.3).

### **10.6. Currency**

We will pay refunds in the local currency that is used in office from which you refund your Ticket after getting an authorization from the office that issue the ticket.

### **10.7. By whom Ticket refundable**

We will pay a voluntary refund on a Ticket only if we or our Authorised Agents issued the Ticket.

### **10.8. Limitation of your rights**

Unless we state otherwise in these Conditions of Carriage, the refund rights set out in this Article 10 represent your only rights against us if your carriage does not take place for any reason whatsoever. This means that we will have no other liability to you for any loss or expense whatsoever.

## **ARTICLE -11. CONDUCT ABOARD AIRCRAFT**

### **11.1. GENERAL**

If, in our reasonable opinion, you conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instructions of the crew, including but not limited to those with respect to smoking, alcohol or drug consumption, or behave in a manner which causes discomfort, inconvenience, damage or injury to other passengers or the crew, we may take such measures as we deem reasonably necessary to prevent continuation of such conduct, including restraint. You may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed on board the aircraft.

### **11.2. PAYMENT OF DIVERSION COSTS**

If, as a result of conduct by you of the sort mentioned in Article 11.1 we decide, in the exercise of our reasonable discretion, to divert the aircraft for the purpose of offloading you, you must pay all costs resulting from that diversion.

### **11.3. ELECTRONIC DEVICES**

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

### **11.4. INTOXICATION**



- 11.4.1. No person may board an MedSky Airways aircraft when under the influence of alcohol or drugs.
- 11.4.2. No person may be permitted to drink alcoholic beverages on board the aircraft unless served to them by the cabin crew as stipulated in the terms and conditions which the passenger agrees to when booking the flight ticket.
- 11.4.3. Cabin Crew shall not serve alcoholic beverages to any person on board who appears to be intoxicated and to passengers under 18 years of age.

### **ARTICLE -12.ARRANGEMENTS FOR ADDITIONAL SERVICES**

- 12.1. 12.1 If we make arrangements for you with any third party to provide any services other than carriage by air, or if we issue a ticket or voucher relating to transportation or services (other than carriage by air) provided by a third party such as hotel reservations or car rental, in doing so we act only as your agent. The terms and conditions of the third party service provider will apply.
- 12.2. 12.2 If we are also providing surface transportation to you, other conditions may apply to such surface transportation. Such conditions are available from us upon request.

### **ARTICLE -13.ADMINISTRATIVE FORMALITIES**

#### **13.1. GENERAL**

- 13.1.1. You are responsible for obtaining all required travel documents and visas and for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which you transit.
- 13.1.2. We shall not be liable for the consequences to any Passenger resulting from his or her failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

#### **13.2. TRAVEL DOCUMENTS**

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

#### **13.3. REFUSAL OF ENTRY**

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

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

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

#### **13.5. CUSTOMS INSPECTION**

If required, you shall attend inspection of your Baggage, by customs or other Government officials. We are not liable to you for any loss or damage suffered by you in the course of such inspection or through your failure to comply with this requirement.

#### **13.6. SECURITY INSPECTION**

You shall submit to any security checks by Governments, airport officials, Carriers or by us.

### **ARTICLE -14. SUCCESSIVE CARRIERS**

Carriage to be performed by us and other Carriers under one Ticket or a Conjunction Ticket is regarded as a single operation for the purposes of the Convention. However, your attention is drawn to Article 15.5.1.

### **ARTICLE -15. LIABILITY FOR DAMAGE**

#### **15.1. Applicable rules**

Our liability will be determined by applicable law and these Conditions of Carriage. Where other airlines are involved in your journey, their liability will be governed by applicable law and, unless these Conditions of Carriage state otherwise, their conditions of carriage. Applicable law may comprise 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. Provisions concerning our liability are set out in Articles 15.2 to 15.6.

#### **15.2. Scope of liability**

We will be liable only for Damage occurring during carriage performed by us, or in relation to which we have a legal liability to you. Where we issue a Ticket for carriage by another airline, or we check-in your Baggage for carriage by another airline, we do so only as agent for that airline.

#### **15.3. General limitations**

- 15.3.1. Wherever the Warsaw Convention or the Montreal Convention applies to your carriage, our liability will be subject to the rules and limitations of the applicable Convention.
- 15.3.2. We will be wholly or partly exonerated from liability to you for Damage if we prove that the Damage was caused or contributed to by your negligence or other wrongful act or omission.
- 15.3.3. We may be wholly or partly exonerated from liability to you for Damage if we prove that the Damage did not result from our negligence, or that it resulted from the negligence of a third party, or that we took certain measures to avoid the Damage or that it was impossible to take such measures.
- 15.3.4. We will not be liable for any Damage arising from our compliance with applicable local law or government rules and regulations, or from your failure to comply with the same, except as may be provided by the Warsaw Convention or the Montreal Convention.
- 15.3.5. Except where we state otherwise in these Conditions of Carriage, we will be liable to you only for compensatory damages you are entitled to recover for proven losses and costs under the Warsaw Convention or the Montreal Convention or local laws which may apply.
- 15.3.6. Your contract of carriage with us (including these Conditions of Carriage and all applicable exclusions and limits of liability) applies for the benefit of our Authorized Agents, servants, employees and representatives to the same extent as they apply to us. As a result, the total amount recoverable from us and our Authorized Agents, servants, employees and representatives will not be more than our own liability, if any.

#### **15.4. Nothing in these Conditions of Carriage:**

- 15.4.1. gives up or waives any exclusion or limitation of our liability available under the Warsaw Convention, or the Montreal Convention or applicable local law;
- 15.4.2. or prevents us from excluding or limiting our liability under the Warsaw Convention, or the Montreal Convention, as applicable, or under any other laws which apply, or from waiving any defense available to us there under against any public social security body or any person liable to pay, or who has paid, compensation for the death, wounding or other bodily injury of a Passenger.

#### **15.5. Death or injury of Passengers**

Our liability for damage sustained by you, in the event of death, wounding or other bodily injury caused by an accident is subject to the rules and limitations of applicable law as well as the following supplementary rules:

1. Our liability for proven damages will not be subject to any financial limit, be it defined by law, the Warsaw Convention or otherwise;
2. For any proven damages up to the National Currency Equivalent of 113,100 SDRs, any defense based on proof that we and our agents have taken all necessary measures to avoid the damage, or that it was impossible for such measures to have been taken, will not apply to us;
3. We agree to make advance payments to you or your heirs subject to the following terms and conditions:
  1. the person receiving payment is a natural person (that is to say, a person in the ordinary sense of the word as opposed to artificial persons or corporations);
  2. you are, or the person receiving payment is, entitled to compensation under applicable laws;
  3. payments will be made only in respect of immediate economic needs;
  4. the amount of a payment will be proportional to the economic hardship being suffered as a result of the death, wounding or bodily injury, save that, in the case of death, it will not be less than the National Currency Equivalent of 15,000 SDRs per Passenger;
  5. payment will not be made later than 15 Days after the identity of the person entitled to compensation has been established under applicable laws;
  6. no person will be entitled to receive a payment if he or she or the Passenger to whom the payment relates, caused or contributed to the Damage to which the payment relates by his or her negligence;
  7. all payments will be made subject to the condition that they will be returned to us on proof that the recipient has not complied with or satisfied Article (15);
  8. or he or she or the Passenger to whom the payment relates, caused or contributed to the Damage to which the payment relates;
  9. payments will be off-set against any subsequent sums payable in respect of our liability under applicable laws;
  10. except for payment of the minimum sum specified in Article 15.4.3(d) in respect of death, a payment will not exceed the maximum damages for which we may be liable to pay the recipient;
  11. the making of a payment will not constitute recognition or admission of liability by us;
  12. no payment will be made unless the person receiving payment gives us a signed receipt which also acknowledges the applicability of Articles 15.4.3(g), (i) and (j); and
  13. save to the extent in conflict with any applicable law, and subject to payment of the minimum sum specified in Article
  14. in the case of death, our decision in relation to the payment amount will be final.

### **15.6. Baggage**

- 15.6.1. We will not be liable for Damage to Unchecked Baggage unless we caused the Damage by our negligence.
- 15.6.2. 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 rigors of transportation by air (see also Article 8.7.6 regarding the suitability of your Baggage for transportation by air).
- 15.6.3. We are not liable for Damage to any item included in your Baggage which you are prohibited from including in your Baggage by Articles 8.3 and 8.4.
- 15.6.4. Our liability for Damage to Baggage is limited to the maximum amounts stated in Articles 15.5.4(a) to (e) unless you prove that the Damage resulted from our act or omission either done with the intention of causing Damage or recklessly and with knowledge that Damage would probably result. You may wish to make a special declaration of value (see Article 15.5.5) or buy yourself insurance to cover instances where the actual value or replacement cost of your Checked Baggage or Unchecked Baggage exceeds our liability.
- 15.6.4.1. The National Currency Equivalent of 332 SDRs per Passenger applies to Damage to Unchecked Baggage where the Warsaw Convention applies to your carriage and where the damage is caused by our negligence;
- 15.6.4.2. The National Currency Equivalent of 17 SDRs per kilogram, or any higher sum agreed by us pursuant to Article 15.5.5, applies to Damage to Checked Baggage where the Warsaw Convention applies to your carriage;
- 15.6.4.3. The National Currency Equivalent of 1131 SDRs per Passenger, or any higher sum agreed by us pursuant to Article 15.5.5, applies to Damage to both Unchecked and Checked Baggage where the Montreal Convention applies to your carriage;
- 15.6.4.4. The limit of liability for Damage to both Unchecked and Checked Baggage laid down by local law applies to your Baggage where local law applies to your carriage instead of the Warsaw Convention or the Montreal Convention.
- 15.6.4.5. The limits of liability for Damage to both Unchecked and Checked Baggage specified in Articles 15.5.4(a) and (b) apply to Damage to Unchecked Baggage and Checked Baggage respectively where neither the Warsaw Convention nor the Montreal Convention applies to your carriage and no limit of our liability is laid down by applicable local law.
- 15.6.4.6. We will increase our liability to you for Damage to Checked Baggage to an amount specified by you and agreed by us at the time you hand your Checked Baggage to us at check-in, but only if you pay to us an additional charge calculated in accordance with our Regulations. This is known as a "special declaration of value". Please ask us for details of the applicable charges if you want to use this option.
- 15.6.4.7. If the weight of your Checked Baggage is not recorded on the Baggage Check, we will presume that it is not more than the free baggage allowance for the class of carriage for which you were booked.
- 15.6.4.8. Where carriage of your Baggage is performed by successive airlines and either the Warsaw Convention or the Montreal Convention applies to that carriage, you are entitled to make a claim against us if we are the first or last airline in that carriage, even if the Damage to the Baggage did not occur during carriage by us.

### **15.7. Delay in the carriage of Passengers**

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

## **ARTICLE -16. TIME LIMITATION ON CLAIMS AND ACTIONS**

### **16.1. NOTICE OF CLAIMS**

- 16.1.1. Acceptance of Baggage by the bearer of the Baggage Check without complaint at the time of delivery is sufficient evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage, unless you prove otherwise.
- 16.1.2. If you wish to file a claim or an action regarding Damage to Checked Baggage, you must notify us as soon as you discover the Damage, and at the latest, within seven (7) Days of receipt of the Baggage. If you wish to file a claim or an action regarding delay of Checked Baggage, you must notify us within twenty-one (21) Days from the date the Baggage has been placed at your disposal. Every such notification must be made in writing.

### **16.2. LIMITATION OF ACTIONS**

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

## **ARTICLE -17. OTHER CONDITIONS**

Carriage of you and your Baggage is also provided in accordance with certain other regulations and conditions applying to or adopted by us. These regulations and conditions as varied from time to time are important. They concern among other things:

- (a) the carriage of unaccompanied minors, pregnant women, and sick passengers,
- (b) restrictions on use of electronic devices and items;
- (c) the on board consumption of alcoholic beverages.

Regulations concerning these matters are available from us upon request.

## **ARTICLE -18. INTERPRETATION**

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

## **ARTICLE -19. Our regulations**

Some aspects of your carriage may be governed by our Regulations in addition to these Conditions of Carriage. Wherever applicable, you must obey our Regulations (but see Article 2.4 for what happens if these Conditions of Carriage are inconsistent with any of our Regulations). We have Regulations concerning, for example, unaccompanied children, pregnant women, disabled Passengers, sick Passengers, carriage of animals (including service animals), restrictions on use of electronic devices on board aircraft, forbidden items in Baggage and limits on the size and weight of Baggage. Copies of our Regulations are available from us on request.

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## **ARTICLE -20. Interpretation**

- (a) We will use reasonable efforts to make correct decisions about the interpretation of applicable laws, regulations, orders or governmental policy for the purposes of Articles 7.1 (our right to refuse carriage), and 11.1.1 (your conduct aboard aircraft). Sometimes such decisions may have to be made in circumstances where limited time is available and no proper opportunity exists to carry out any or sufficient enquiries. As a result, any such decision made by us will be final and binding on you even if subsequently proved to be

incorrect, provided that at the time we made our decision we had reasonable grounds for believing that it was correct.

- (b) Where we expressly state in these Conditions of Carriage that you must comply with applicable law or applicable governmental, ICAO or IATA requirements, you must make sure that you comply with such applicable law or requirements at all times and especially on the date or dates of your carriage.
- (c) All dates and periods of time referred to in these Conditions of Carriage will be ascertained in accordance with the Gregorian calendar.
- (d) 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.