



BIMAN BANGLADESH AIRLINES LTD

GENERAL TERMS AND CONDITIONS OF CARRIAGE FOR PASSENGERS AND BAGGAGE

DEFINITIONS

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

Agreed Stopping Places, For the purposes of the Convention and of these Conditions, (which may be altered by Carrier in accordance with Article 10) means those places, except the place of departure and the place of destination, set forth in the ticket or as shown in Carrier's timetables as scheduled stopping places on the passenger's route.

Authorized Agent means a passenger sales agent who has been appointed by Carrier to represent the Carrier in the sale of air passengers transportation over the services of the Carrier and, when authorized, over the services of other air carriers.

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

Baggage Check means those portions of the ticket which relate to the carriage of passenger's checked baggage.

Baggage Identification Tag means a document issued by Carrier solely for identification of checked baggage.

Banning Notice means a written notice given to a person by Carrier informing him that he is banned from traveling on all of Carrier's flights.

Carrier includes the air carrier issuing the ticket and all air carriers that carry or undertake to carry the passenger and/or his baggage there under or perform or undertake to perform any other services related to such air carriage.

Carrier's Regulations means rules, other than these Conditions, published by Carrier and in effect on date of commencement of carriage or issuance of ticket depending on the applicability, governing carriage of passengers and/or baggage and shall include applicable tariffs in force.

Checked Baggage means baggage of which Carrier takes sole custody and for which Carrier has issued a baggage check.

Unchecked Baggage means any baggage of the passenger other than checked baggage.

Conjunction Ticket means a ticket issued to a passenger in conjunction with another ticket which together constitute a single contract of carriage.

Convention means whichever of the following instruments are applicable:

- the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (Warsaw Convention); or
- the Warsaw Convention as amended at The Hague on 28 September 1955; or
- the Warsaw Convention as amended by Additional Protocol No.1 of Montreal (1975); or
- the Warsaw Convention as amended at The Hague and by Additional Protocol No.2 of Montreal (1975); or
- the Warsaw Convention as amended at The Hague and by Additional Protocol No.4 of Montreal (1975); or
- the Guadalajara Supplementary Convention, signed at Guadalajara, 19 September 1961; or



- the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal, 28 May 1999 (Montreal Convention).

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

Days means calendar days, including all seven days of the week; provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted; and that for purposes of determining duration of validity the day upon which the ticket is issued, or flight commenced, shall not be counted.

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 which passenger is entitled to be carried.

Itinerary Receipt means a document or documents forming part of the electronic ticket which includes the information and notices required under the Convention and as otherwise required.

Normal Fare means the highest fare established for a first, intermediate or economy/tourist class service during the period of applicability.

Special Fare means a fare other than the normal fare.

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

Passenger Coupon or Passenger Receipt means that portion of the ticket issued by or on behalf of Carrier, which is so marked and which ultimately is to be retained by the passenger.

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

Ticket means either the document entitled "Passenger Ticket and Baggage Check", or the Electronic Ticket, in each case issued by or on behalf of Carrier, and including Conditions of Contract, notices and the Coupons contained in it.

Electronic Ticket means the Itinerary Receipt issued by or on behalf of Carrier, the Electronic Coupons and, if applicable, a boarding document.

Electronic Coupon means an electronic Flight Coupon or other value document held in Carrier's database.



THE BELOW TERMS AND CONDITIONS APPLY TO BOTH BIMAN DIRECT AND CONNECTING FLIGHTS

GENERAL INFORMATION

While compiling this information, Biman has endeavored to ensure that all information is correct. However, no guarantee or representation is made to the accuracy or completeness of the information contained here. This information is subject to changes by Biman without notice.

CLASS OF SERVICE

Biman offers two classes of service:

- Business Class
- Economy Class

Business Class is available on most of our Boeing and Airbus flights. However we do not offer this class on DC-10 and F-28 aircraft.

NON-SMOKING FLIGHTS

The Government of Bangladesh prohibits smoking on all Biman flights. As a separate precautionary measure, all toilets are fitted with smoke detectors.

RESERVATION

We suggest that you make your reservations as far in advance as possible through any Biman office or approved Travel Agent. You can also book and purchase your E-Ticket by using our online booking facility. The Biman reservation system incorporates sophisticated, state-of-the-art technology. Since inception, the Biman network has been fully computerized and we were the first to fully automate our reservation system. We kindly request you to supply a contact number during reservation for each city in your itinerary. This will enable us to inform you of any irregularity with a flight on which you are booked.

RESERVATION REQUIREMENTS

- Reservations are not confirmed until recorded as accepted by Carrier or its authorized Agent.
- As provided in carrier's Regulations, certain fares may have conditions, which limit or exclude the passenger's right to change or cancel reservations.

APPLICABILITY

1. GENERAL:-

(a) These Conditions are the Carrier's Conditions of Carriage referred to in the ticket and, except as provided in Paragraphs 2, 3, 4 and 5, apply to all carriage by air of passengers and baggage, including services incidental thereto, performed by Carrier for reward.

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

(c) These Conditions and Carrier's Regulations, fares and charges are subject to change without notice; provided that no such change shall apply after the carriage hereunder has commenced. The fares and charges applicable to the carriage are those in effect at the date of commencement of carriage covered by the first flight coupon of the ticket, or in the case of



an electronic ticket, as indicated for the first flight segment in the itinerary receipt, except as otherwise provided in Carrier's Regulations.

2. CHARTERS

If Carriage is performed pursuant to a charter agreement, the Charter Regulations (if any) of Carrier shall be applicable thereto and these Conditions apply only to the extent provided in the said Charter Regulations. Where there are no Charter Regulations applicable, these Conditions shall apply to such Carriage in so far as they are not excluded by or inconsistent with the terms of the charter agreement and the charter ticket. The passenger, by accepting the Carriage pursuant to the said charter agreement, whether or not concluded with the passenger, agrees to be bound by the applicable provisions of such agreement.

3. CODE SHARES

On some services, Carrier has arrangements with other carriers known as "Code Shares". This means that even if the passenger has a reservation with Carrier and holds a ticket where Carrier's name or airline designator code is indicated as the carrier, another carrier may operate the aircraft. If such arrangements apply, Carrier will advise the passenger of the carrier operating the aircraft at the time the passenger makes a reservation. Please refer to www.biman-airlines.com for further information.

4. OVERRIDING LAW

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

5. CONDITIONS PREVAIL OVER REGULATIONS.

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

TICKETS

1. EVIDENCE OF CONTRACT

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

2. TICKET REQUIREMENT

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

3. CHANGES REQUESTED BY PASSENGER

Changes to the ticket requested by the passenger will be subject to Carrier's Regulations.



4. PERIOD OF VALIDITY

A ticket is valid for carriage for one year from the date of commencement of travel or if no portion of the ticket is used, from the date of issue thereof, except as otherwise provided in the ticket, these Conditions or Carrier's Regulations.

A. EXTENSION OF TICKET VALIDITY

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

1. cancels the flight on which the passenger holds a reservation; or
2. omits a scheduled stop, being the passenger's place of departure, place of destination or a stopover; or
3. fails to operate a flight reasonably according to schedule; or
4. causes the passenger to miss a connection; or
5. substitutes a different class of service; or
6. is unable to provide previously confirmed space;

The validity of such passenger's ticket will be extended until Carrier's first flight on which space is available in the class of service for which the fare has been paid.

i) When a passenger with a normal fare ticket, or a special fare ticket which has the same validity as a normal fare ticket, is prevented from traveling within the period of validity of his ticket because at the time such passenger requests reservations Carrier is unable to provide space on the flight, the validity of such passenger's ticket will be extended until Carrier's first flight on which space is available in the class of service for which the fare has been paid, but for not more than seven days after such request for reservations.

5. COUPON SEQUENCE

- a. Carrier will honour flight coupons, or in the case of an electronic ticket, an electronic coupon, only in sequence from the place of departure as shown on the ticket.
- b. The ticket may not be valid and Carrier may not honour the passenger's ticket if the first flight coupon, or in the case of an electronic ticket, an electronic coupon, for international travel has not been used and the passenger commences his journey at any stopover or agreed stopping place.
- c. Each flight coupon, or in the case of an electronic ticket, an electronic coupon, will be accepted for carriage in the class of service specified therein on the date and flight for which accommodation has been reserved. When flight coupons, or in the case of an electronic ticket, an electronic coupon, are issued without a reservation being specified thereon, space will be reserved on application subject to the conditions for the relevant fare and the availability of space on the flight applied for.
- d. Where applicable, the passenger coupon and all unused flight coupons not previously surrendered to Carrier shall be retained by the passenger throughout his journey and shall be produced and the applicable flight coupons surrendered to Carrier at Carrier's request.
- e. If the passenger fails or has failed to use the flight coupons, or in the case of an electronic ticket, the electronic coupon, in sequence, Carrier is entitled to re-compute the fares in accordance with Carrier's Regulations for the use of said coupons and the passenger is liable to pay to Carrier any difference between the recomputed fares and the fares already paid by or due from the passenger.



6. NAME AND ADDRESS OF CARRIER

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

7. STOPOVERS

Stoovers may be permitted at agreed stopping places only if arranged with Carrier in advance and provided for in the ticket, and are subject to government requirements, Carrier's Regulations and Carrier's timetables. Additional charges for stoovers will be payable as provided in Carrier's Regulations.

8. FARES AND CHARGES.

A. GENERAL.

(i) Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination. Fares do not include ground transport service between airports and between airports and town centres, unless Carrier's Regulations provide such ground transport will be furnished without additional charge.

(ii) Carrier does not provide any ground transport services between airports or between airports and town centres, except as otherwise provided in Carrier's Regulations. Carrier is not liable for the acts or omissions of any operator of such ground transport services and shall not be liable therefore by reason of anything done by an employee or agent of Carrier in assisting the passenger to avail of such services. In cases where Carrier itself provides ground transport services, these Conditions and Carrier's Regulations shall be deemed applicable to such services and any additional charges payable for the use of such services in accordance with Carrier's Regulations shall not be refundable if such services are not used by the passenger.

(iii) Meals served in the aircraft will be free of charge except as otherwise provided in Carrier's Regulations. Liquor and the provision of in-flight entertainment may be charged for in accordance with Carrier's Regulations. Meals other than meals served in the aircraft are not included in the fare and are payable by the passenger except as otherwise provided in Carrier's Regulations.

B. APPLICABLE FARES

Applicable fares for carriage governed by these Conditions are those published by or on behalf of Carrier or, if not so published, constructed in accordance with Carrier's Regulations. Subject to government requirements and Carrier's Regulations, the applicable fare is the fare for the flight or flights in effect on the date of commencement of the carriage covered by the first flight coupon of the ticket, or in the case of an electronic ticket, as indicated for the first flight segment in the itinerary receipt. When the amount that has been collected is not the applicable fare the difference shall be paid by the passenger, or, as the case may be, refunded by Carrier, in accordance with Carrier's Regulations.

C. PRECEDENCE OF FARES

Unless otherwise provided in Carrier's Regulations, a published fare takes precedence over the combination of intermediate fares applicable to the same class of service between the same points via the same routing.

D. ROUTING

Unless otherwise provided in Carrier's Regulations, fares apply only to routings published in connection therewith. If there is more than one routing at the same fare, the passenger may specify the routing prior to issue of the ticket. If no routing is specified, Carrier may determine the routing.



E. TAXES AND CHARGES

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

F. CURRENCY

Subject to applicable law, fares and charges are payable in any currency acceptable to Carrier. When payment is made in a currency other than the currency in which the fare is published, such payment will be made at the rate of exchange established in accordance with Carrier's Regulations.

RESERVATIONS

RESERVATION REQUIREMENTS

(a) A reservation is not confirmed until (1) it is entered on the appropriate flight coupon, or in the case of an electronic ticket, the electronic coupon, by Carrier or its Authorized Agent; (2) a ticket has been duly issued to the passenger, or in the case of an electronic ticket, when it has been duly created in Carrier's database; and (3) the passenger has paid for his ticket (or made credit arrangements with Carrier) within the ticketing time limit prescribed in Carrier's Regulations. A reservation that does not comply with any of these requirements may be cancelled by Carrier at any time without notice.

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

PERSONAL DATA

The passenger recognizes that personal data has been given to Carrier for the purposes of making a reservation for carriage, obtaining ancillary services, facilitating immigration and entry requirements, and making available such data to government agencies who may share such personal data with other government agencies which is beyond the control of the Carrier. For these purposes the passenger authorizes Carrier to retain such data and to transmit it to its own offices, other carriers or the providers of such services, in whatever country they may be located. However, please note that government regulations may require that we provide information on or permit access to passenger/customer data.

SEATING

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

SERVICE CHARGE WHEN SPACE NOT OCCUPIED

A service charge, in accordance with Carrier's Regulations, may be payable by a passenger who fails to use space for which a reservation has been made or to cancel the reservation within the cancellation time limit prescribed in Carrier's Regulations.

COMMUNICATIONS EXPENSES

The passenger will be charged for communications expenses made in connection with his reservation or journey and incurred by Carrier as a result of the passenger's request, other than communication expenses incurred in securing the original reservation on a flight.



CANCELLATION OF ONWARD RESERVATIONS MADE BY CARRIER

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

CHECK-IN

Check-in usually starts 3 hours prior to departure and Check-in counters will be closed 60 minutes before departure time for all classes of passengers.

Certain formalities are required to be completed by the passenger at the airport before and after being accepted by the airline for travel. To complete these formalities and the check-in process, passengers are required to arrive at the airport sufficiently before the departure time of the flight.

REFUSAL OF AND LIMITATION ON CARRIAGE

RIGHT TO REFUSE CARRIAGE

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

- (a) such action is necessary in order to comply with any applicable laws, regulations or orders of any state or country to be flown from, into or over; or
- (b) the conduct, age, or mental or physical state of the passenger is such as to:
 1. require special assistance of Carrier, or
 2. cause discomfort or make himself objectionable to other passengers, or
 3. involve any hazard or risk to himself or to other persons or to property; or
- (c) such action is necessary because the passenger has failed to observe the instructions of Carrier; or
- (d) the passenger has refused to submit to a security check; or
- (e) the applicable fare or any charges or taxes payable have not been paid, or credit arrangements agreed between Carrier and the passenger (or the person paying for the ticket) have not been complied with; or
- (f) **The passenger:**
 1. does not appear to be properly documented, or
 2. may seek to enter a country through which he is in transit, or
 3. may destroy his documentation during flight, or
 4. will not surrender travel documents to be held by the flight crew, against receipt, when so requested by the Carrier; or
- (g) **The ticket:**
 1. has been acquired unlawfully or has been purchased from an entity other than the issuing Carrier or its Authorized Agent, or
 2. has been reported as being lost or stolen, or



3. is a counterfeit ticket, or
4. any flight or electronic coupon has been altered by anyone other than Carrier or its Authorized Agent, or in the case of a flight coupon, has been mutilated, and Carrier reserves the right to retain such ticket; or

(h) The person presenting the ticket cannot prove that he is the person named in the ticket. Carrier reserves the right to retain such paper ticket; or

(i) The person has been issued a Banning Notice and the person has bought the ticket while the ban applies. Once the Banning Notice has been issued to the person, he is not to buy a ticket or ask or allow anyone to buy a ticket for him. Carrier will refuse to carry the person if he tries to travel while a Banning Notice is in force against him and he will be entitled to a voluntary refund. The Banning Notice will state the date when the ban comes into effect.

LIMITATION ON CARRIAGE

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

RIGHT OF SEARCH

For reasons of safety and security, Carrier may request the passenger to permit a search to be made of his person and his baggage, and may search or have searched the passenger's baggage in his absence if the passenger is not available, for the purpose of determining whether he is in possession of or whether his baggage contains any item which is very harmful for carrier or any arms or munitions which have not been presented to Carrier in accordance. If the passenger is unwilling to comply with such request Carrier may refuse to carry the passenger or baggage and the sole recourse against Carrier for the passenger so refused shall be a refund calculated in accordance with the Carrier's Regulations relating to refunds described therein as "Involuntary Refund".

FREE BAGGAGE ALLOWANCE:

Class	Adult/Child aged 2 years & above	Adult/Child aged 2 years & above	Infant
Business	30 Kgs	30 Kgs	10Kgs
Economy	20 Kgs	20 Kgs	10Kgs

Note:

- Excess baggage charges per kg will be calculated at the rate of 1.5% of the Economy class normal IATA fare.
- Biman will not accept any single piece of baggage weighing more than 32 kgs.
- Free Baggage Allowance is applicable only on sectors operated by Biman Bangladesh Airlines. Any baggage over the free checked allowance will be charged as excess baggage.

ARTICLES, which may be carried free in addition to the free baggage allowance (Subject To Security Regulations).



- An overcoat wrap or blanket.
- An umbrella or walking stick.



- A lady's handbag, lady's pocketbook or lady's purse.
- A reasonable amount of reading matter for the flight.
- A small camera and/or a pair of binoculars.
- Infant food for consumption in flight and infant's carrying basket.
- A fully collapsible invalid's wheelchair and/or a pair of crutches and/or braces or other prosthetic device for the passenger's use provided that the passenger is dependent upon them.

SECURITY REGULATIONS

According to security regulations, passengers are advised:

- Not to accept any packets from unknown persons.
- Not to leave baggage unobserved at any time, especially within airport area. Unattended baggage may be removed by Airport Security Staff as object of suspicion.
- To declare before baggage screening / check-in if carrying any arms or explosive substance. Concealment is an offence under Aircraft Act and Rules.
- To carry only one hand baggage, the sum of the three dimensions (viz. length, breadth and height) of which should not exceed 115 cm.
- Battery cells / Dry cells carried in the hand baggage or in any electrical/electronic items are liable to be removed and the airline would not be in a position to hand-over the same at the destination. The same may be carried in registered baggage.

PROHIBITED ARTICLES

Also carriage of dry cell batteries, knives, alcohol, scissors, sharp instruments, tools, fire arms, ammunition, and their toy replicas are prohibited in the passenger cabin.

VALUABLE ARTICLES

Currency, precious metals, jewelry, negotiable instruments, securities, personal identification documents and other items of value are best carried with the passengers in the cabin.

RESTRICTED ARTICLES

Medicines and toiletries in limited quantities which are necessary or appropriate for the passenger during the journey, such as hair sprays, perfumes and medicines containing alcohol may be carried. Many of these listed articles can be carried as air cargo provided they are packed in accordance with cargo regulations.

THE FOLLOWING ITEMS MAY BE CARRIED

Dry ice in quantities not exceeding 2 kilograms (5 pounds) per passenger, used to pack perishables, as carry-on baggage only.

Alcoholic Beverage with approval of the carrier(s), small oxygen cylinders for medical use and small carbon dioxide gas cylinders worn by passenger for the operation of mechanical limbs.

The above terms are only illustrative and not exhaustive and for further information you may contact Biman office.





DANGEROUS ARTICLES IN BAGGAGE

For safety reasons, dangerous articles, such as those listed below, must not be carried in passenger's baggage.

COMPRESSED GASSES (deeply refrigerated, flammable non-flammable and poisonous) such as butane oxygen, liquid nitrogen, aqualung cylinders and compressed gas cylinders.

CORROSIVES such as acids, alkalis, mercury and wet cell batteries and apparatus containing mercury.

EXPLOSIVES, ammunitions, fireworks and flares, ammunition including blank cartridges handguns, fire works, pistol caps.

FLAMMABLE LIQUIDS and solids such as lighter refills, alcohol, lighter fuel, matches, paints, thinners, fire-lighters, lighters that need inverting before ignition, matches

Radioactive material, Briefcases and attaché case with installed alarm devices.

OXIDISING MATERIALS such as bleaching powder and peroxides.

POISONS AND INFECTIOUS substances such as insecticides, weed-killers and live virus materials.

Other dangerous articles such as magnetized materials, offensive or irritating materials.

Prohibits the use of mobile phones on board at all times.

ADVICE TO INTERNATIONAL PASSENGERS ON LIMITATIONS OF LIABILITY

Passenger on a journey involving an ultimate destination or a stop in a country other than the country of origin are advised that the provisions of a treaty known as Warsaw Convention may be applicable to the entire journey, including any portion entirely within the country of origin or destination. For such passenger on a journey to from or with an agreed stopping place in the United States of America., the Convention and special contracts of carriage embodied in applicable tariffs provide that the liability of certain carriers parties to such special contracts, for death of or personal injury to passengers is limited in most cases to proven damages not to exceed U.S. \$75,000 per passenger, and that this liability up to such limit shall not depend on negligence on the part of the Carrier. The limit of liability of U.S. \$ 75,000 above is 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 sum of U.S. \$58,000 exclusive of legal fees and costs.

For such passengers traveling by a carrier not a party to such special contracts or on a journey not to, from, or having an agreed stopping place in the United States of America, liability of the carrier for death or personal injury to passengers is limited in most cases to approximately U.S. \$ 10,000 or U.S. \$ 20,000.

The names of carrier parties to such special contracts are available at all ticket offices of such carriers and may be examined on request. Additional protection can usually be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the carrier's liability under the Warsaw Convention or such special contracts of carriage. For further information please consult your Airline or Insurance Company Representative.

Further information is available on request.



NOTICE OF BAGGAGE LIABILITY LIMITATIONS

Liability for loss, delay, or damage to baggage is limited unless a higher value is declared in advance and additional charges are paid. For most international travel (including domestic portion of international journeys) the liability limit is approximately U.S. \$ 9.07 per pound (U.S. \$ 20.00 per kilo) for checked baggage and U.S. \$ 400.00 per passenger for unchecked baggage. For travel wholly between US points, Federal rules require any limit on an airline's baggage liability to be at least U.S. \$ 1,250.00 per passenger. Excess valuation may be declared on certain types of articles. Some carriers assume no liability for fragile, valuable or perishable articles. Further information may be obtained from the carrier.

IMPORTANT NOTICE

If you break your journey for more than 72 hours at any point, please reconfirm your intention of using your continuing or return reservation. To do so, please inform the airline office at the point where you are intend to resume your journey at least 72 hours before departure of your flight. Failure to reconfirm will result in the cancellation of your reservation(s). This notice does not apply to you if your journey is wholly within Europe or your onward travel is on flights of Air Canada, American Airlines, British Airways, Lufthansa, Eastern Airlines, South African Airways, Trans World Airlines and United Airlines.

TIME LIMITATION ON CLAIMS AND ACTIONS

NOTICE OF CLAIMS

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

LIMITATION OF ACTIONS

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

MODIFICATION AND WAIVER

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

ANIMALS

- (a) Animals such as dogs, cats, household birds and other pets, when properly crated and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit will, with the advance agreement of Carrier, be accepted for carriage, subject to Carrier's Regulations.
- (b) If accepted as baggage, the animal, together with its container and food carried, shall not be included in the free baggage allowance of the passenger but constitute excess baggage, for which the passenger shall pay the applicable rate.
- (c) Guide dogs accompanying sight/hearing impaired passengers together with containers and food, will be carried free of charge in addition to the normal free baggage allowance, subject to Carrier's Regulations.
- (d) Acceptance for carriage of animals is subject to the condition that passenger assumes full responsibility for such animal. Carrier shall not be liable for injury to or loss, delay, sickness or death of such animal or in the event that it is refused entry into or passage through any country, state or territory.



SCHEDULES, CANCELLATION OF FLIGHTS

TIMES AND SCHEDULES NOT GUARANTEED.

- (a) Carrier undertakes to use its best efforts to carry the passenger and his baggage with reasonable dispatch. Times shown in the ticket, timetables or elsewhere are not guaranteed and do not form part of the contract of carriage and Carrier assume no responsibility for making connections.
- (b) Schedules are subject to change without notice. Carrier may when circumstances so require alter or omit stopping places shown on the ticket or in schedules and may without notice substitute alternate carriers or aircraft.
- (c) Carrier will not be liable for errors or omissions in timetables or other publications of schedules or in statements or representations made by employees, agents or representatives of Carrier as to the dates or times of departure or arrival or as to the operation of any flight.

CANCELLATION, CHANGES OF SCHEDULE, ETC

- (a) If Carrier cancels, terminates, diverts, postpones or delays a flight, substitutes a different type of aircraft or different class of service, is unable to provide previously confirmed space, fails to stop at a passenger's stopover or destination point, or causes the passenger to miss a connecting flight on which he holds a reservation, Carrier shall, with due consideration to the passenger's reasonable interests, either:
1. carry the passenger on another of its scheduled passenger services on which space is available; or
 2. re-route the passenger to the destination indicated on the ticket or applicable portion thereof by its own scheduled services or the scheduled services of another carrier, or by means of surface transportation. If the sum of the fare, excess baggage charge and any applicable service charge for the revised routing is higher than the refund value of the ticket or applicable portion thereof, Carrier shall require no additional fare or charge from the passenger, and shall refund the difference if the fare and charges for the revised routing are lower.
- (b) When circumstances so require, Carrier may without notice cancel, terminate, divert, postpone or delay any flight, substitute a different type of aircraft, or omit a stopover or destination point. In any of these events, Carrier shall carry, re-route or make a refund in accordance with the preceding Subparagraph (a) and shall be under no further liability to the passenger.
- (c) If circumstances are such that the aircraft's weight limitations or seating capacity would otherwise be exceeded, Carrier shall decide in its reasonable discretion which passengers or items shall not be carried. In such event, Carrier shall carry, re-route or make a refund to the affected passengers in accordance with Subparagraph (a) above and shall be under no further liability to the passenger.

REFUNDS

GENERAL

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

PERSON TO WHOM REFUND WILL BE MADE

- (a) Except as hereinafter provided in this Article, Carrier shall be entitled to make refund either to the person named in the ticket, or to the person who has paid for the ticket upon presentation of satisfactory proof.
- (b) If a ticket has been paid for by a person other than the passenger named in the ticket, and Carrier has indicated on



the ticket that there is a restriction on refund, Carrier shall make a refund only to the person paying for the ticket or to that person's order.

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

(d) A refund made to anyone presenting the passenger coupon or passenger receipt and all unused flight coupons and holding himself out as a person to whom refund may be made in terms of Subparagraph (a) or (b) of this Paragraph shall be deemed a proper refund and shall discharge Carrier from liability and any further claim for refund from any person.

REFUND ON LOST TICKET

If a ticket or portion thereof is lost, refund will be made on proof of loss satisfactory to Carrier and upon payment of any applicable service charge, on condition (a) that the lost ticket, or portion thereof, has not been used, previously refunded or replaced, and (b) that the person to whom the refund is made undertakes, in such form as may be prescribed by Carrier, to repay to Carrier the amount refunded in the event and to the extent that the lost ticket or portion thereof is used by any person or that refund thereof is made to any person in possession of the ticket.

REFUND OF CREDIT CARD TICKETS

Following steps of refund in case of credit card ticket sales must be ensured.

- Cash refund or refunds by means of MCOs are not permissible if ticket was issued against a credit card.
- Refund of credit card tickets will be governed as per New Refund policy under BSP/ET environment.
- Payment of such ticket to be made to cardholder's bank account only with authority of Manager Revenue Accounts.

Following additional actions to be ensured in case of credit card refund:

- The refundable amount will be credited by means of the **Refund Authorization Form**.
- Currency of refund must be the same as currency of sale.
- In respect of refunds credited to the cardholders account, the sales commission Merchant Discount (MDR) commission and admissible refund charges will be recalled.

RIGHT TO REFUSE REFUND

(a) Carrier may refuse refund when application therefore is made later than ninety days after the expiry of the validity of the ticket.

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

CURRENCY

All refunds will be subject to government laws, rules and regulations or orders of the country in which the ticket was originally purchased and of the country in which the refund is being made. Subject to the foregoing provision, refunds will be made in the currency in which the ticket was paid for, or in the currency of the country where the ticket was purchased or where the refund is being made, in an amount equivalent to the amount due in the currency originally collected.

BY WHOM TICKET REFUNDABLE

Refunds will be made only by the Carrier which originally issued the ticket, or by its Agent, if so authorized, in accordance with Carrier's Regulations.



CONDUCT ABOARD AIRCRAFT

If the passenger conducts himself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstructs the crew in the performance of their duties, or fails to comply with any instruction of the crew, or behaves in a manner to which other passengers may reasonably object, Carrier may take such measures as it deems necessary to prevent continuation of such conduct, including restraint of the passenger.

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

ADMINISTRATIVE FORMALITIES

GENERAL

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

TRAVEL DOCUMENTS

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

REFUSAL OF ENTRY

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

PASSENGER RESPONSIBLE FOR FINES, DETENTION COSTS, ETC

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

CUSTOMS INSPECTION

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

**SECURITY INSPECTION**

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

Carrier is not liable if it determines that what it understands to be applicable law, government regulation, demand, order or requirement requires that it refuse and it does refuse to carry a passenger.

SUCCESSIVE CARRIERS

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