



## **EMIRATES**

### **CONDITIONS OF CARRIAGE FOR PASSENGERS AND BAGGAGE**

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## INTRODUCTION

If you have been issued with a ticket for carriage by air by Emirates, you will have a contract of carriage with Emirates. That contract gives you the right to be carried on a flight or series of flights and its terms are governed by:

- the terms and conditions of contract of the Ticket;
- these Conditions of Carriage;
- applicable Tariffs; and
- our Regulations.

## CONTENTS INDEX

ARTICLE 1 - WHAT PARTICULAR EXPRESSIONS MEAN IN THESE CONDITIONS	4-6
ARTICLE 2 - WHEN THESE CONDITIONS ARE APPLICABLE	
• General	7
• Code shares	7
• Overriding law	7
• Conditions prevail over Regulations	7
• English language text prevails	7
ARTICLE 3 - TICKETS	
• General	7-8
• Period of validity	8
• Non-use of Ticket	9
• Sequence of Flight Coupon use	10
• Replacement of Ticket	10
• Our name and address on Tickets	11
ARTICLE 4 - FARES, TAXES, FEES, CHARGES AND EXCEPTIONAL CIRCUMSTANCES SURCHARGES	
• Fares	11
• Taxes, fees and charges	12
• Surcharges in exceptional circumstances	12
• Currency	13
ARTICLE 5 - RESERVATIONS	
• Reservation requirements	13
• Fare payment requirement	13
• Personal data	14
• Seating	15
• Aircraft	15
• Reconfirmation of reservations	15
• Cancellation of onward reservations	16
ARTICLE 6 - CHECK-IN AND BOARDING	16
ARTICLE 7 - REFUSAL AND LIMITATION OF CARRIAGE	
• Our right to refuse carriage	16

• Reimbursement of costs	18
• Fitness to fly	19
• Carriage of pregnant Passengers and newborn children	20
• Special assistance	20
• Passenger reimbursement of medical expenses	21
• Carriage of unaccompanied children	21
• On board services	22
• Ground services	22
 ARTICLE 8 - BAGGAGE	
• Free Baggage allowance	22
• Excess Baggage	22
• Items you must not carry in your Baggage	22
• Firearms and dangerous items	24
• Right to refuse carriage	25
• Right of search, screen and x-ray	25
• Checked Baggage	25
• Unchecked Baggage	26
• Collection and delivery of Checked Baggage	26
• Animals	27
 ARTICLE 9 - SCHEDULES, DELAYS, CANCELLATION OF FLIGHTS, DENIED BOARDING	
• Schedules	27
• Remedies for cancellation, rerouting and delays	28
• Denied boarding	28
 ARTICLE 10 - REFUNDS	29
• Involuntary refunds	29
• Voluntary refunds	30
• Refund on lost Ticket	30
• Right to refuse refund	31
• Currency	31
• By whom Ticket refundable	31
• Limitation of your rights	31
 ARTICLE 11 - CONDUCT ABOARD AIRCRAFT	
• General	31
• On board alcohol	32
• Smoking policy	32
• Breach of duty	32
 ARTICLE 12 - SERVICES PROVIDED BY THIRD PARTIES	33
 ARTICLE 13 - TRAVEL DOCUMENTS, CUSTOMS AND SECURITY INSPECTIONS	
• General	33
• Refusal of entry	34
• Passenger responsible for fines, detention costs and other charges	34
• Return of confiscated travel documents	34
• Customs inspection	34
• Security inspection	34

ARTICLE 14 - SUCCESSIVE AIRLINES	35
ARTICLE 15 - LIABILITY FOR DAMAGE	
• Applicable rules	35
• Scope of liability	35
• General limitations	35
• Death or injury of Passengers	36
• Baggage	37
• Delay in the carriage of Passengers	38
• Advice to international Passengers on limitation of liability	39
ARTICLE 16 - TIME LIMITS FOR BAGGAGE CLAIMS, PROCESSING OF BAGGAGE CLAIMS, AND TIME LIMITS FOR ALL ACTIONS FOR DAMAGES	
• Time limit for Baggage claims	40
• Processing of Baggage claims	40
• Time limit for all actions for damages	41
ARTICLE 17 - OUR REGULATIONS	41
ARTICLE 18 - INTERPRETATION	41

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

“**We**”, “**us**”, “**our**” means Emirates.

“**You**”, “**your**”, “**yourself**” means any person (whether adult, child or infant) holding a Ticket to be carried in an aircraft, except members of the crew. See also the definition of “Passenger”.

“**Airline Designator Code**” means the two or three letters which identify individual airlines in Tickets, timetables, reservation systems and elsewhere.

“**Article**” means an article of these Conditions of Carriage.

“**Authorised Agent**” means a passenger sales agent (which can include another airline) we have appointed to represent us in the sale of carriage on our services.

“**Baggage**” means your personal property accompanying you during your carriage. Unless we say otherwise, this consists of your Checked Baggage and Unchecked Baggage.

“**Baggage Check**” means those parts of your Ticket which relate to the carriage of your Checked Baggage.

“**Baggage Identification Tag**” means a document given to you by us to identify your Checked Baggage.

“**Banker’s Selling Rate**” means the rate at which, for the purpose of the transfer of funds through banking channels (i.e. other than transactions in bank notes, travellers cheques and similar banking instruments), a bank will sell a given amount of foreign currency in exchange for one unit (or units) of national currency of the country in which the exchange transaction takes place.

“**Checked Baggage**” means Baggage we take into our custody for carriage in the hold of an aircraft for which we have issued a Baggage Check or a Baggage Identification Tag or both.

“**Check-in Deadline**” means the time limit we have set you for completing the process of checking-in and receiving a boarding pass.

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

“**Conjunction Ticket**” means a Ticket issued by us or our Authorised Agent in conjunction with another Ticket which together constitute a single contract of carriage.

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

“**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 means damage occasioned by delay in the carriage by air of Passengers or Baggage.

**“Day”** means any of the seven days of the week. For the purpose of calculating whether you have complied with a notice requirement, we will not count the day on which a notice is sent. For the purpose of determining whether a Ticket is valid, we will not count the day on which the Ticket was issued or the day the first flight began.

**“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 email, by fax, by hand, by mail, or by courier.

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

**“Force Majeure”** means unusual and unforeseen circumstances which you cannot control and the consequences of which cannot be avoided by your taking reasonable care.

**“IATA”** means the International Air Transport Association.

**“ICAO”** means the International Civil Aviation Organisation.

**“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.

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

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

**“Passenger”** means any person (whether adult, child or infant) entitled by a Ticket to be carried in an aircraft. See also the definition for “you”, “your”, “yourself”.

**“Passenger Coupon”** and **“Passenger Receipt”** mean a document marked as such issued by us or our Authorised Agent as part of your Ticket.

**“Regulations”** means the rules we have for certain aspects of carriage of Passengers and their Baggage which are described or referred to in more detail in Article 17.

**“SDR”** means Special Drawing Right, the composite unit of currency that is a basket of currencies comprising the Euro, Japanese Yen, Pound Sterling and US Dollar and which is used as the official unit of exchange of the International Monetary Fund.

**“Stopover”** means any place set out in your Ticket or shown in our timetables as a scheduled stop (regardless of duration) between the first place of departure and the last place of destination in your Ticket.

**“Tariff”** means fares for carriage, charges and related Conditions of Carriage and Ticket restrictions (whether published or otherwise available) filed, where required, with a relevant governmental authority.

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

**“Unchecked Baggage”** means your Baggage, other than your Checked Baggage, which is carried by you aboard the aircraft.

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

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

**“Warsaw Convention”** means any of the following international instruments of law which apply to your carriage:

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

**“Website”** means our internet website with the address [www.emirates.com](http://www.emirates.com)

## **ARTICLE 2 — WHEN THESE CONDITIONS ARE APPLICABLE**

### **2.1 General**

**2.1.1** These Conditions of Carriage form part of your contract of carriage with us and apply to the carriage we provide to you unless Article 2.3 says otherwise.

**2.1.2** These Conditions of Carriage may be modified or changed in your favour, but only by a written document signed by one of our managers.

## **2.2 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 “EK” Airline 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:

**2.2.1** 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;

**2.2.2** for any such flights other than flights marketed by us to or from the U.S.A., 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; and

**2.2.3** for any such flights marketed by us to or from the U.S.A., these Conditions of Carriage will apply except to the extent that they are supplemented or amended by any additional Contract of Carriage Rules we may apply (which will vary depending on the specific code share flight involved). For further information on how to access any additional Contract of Carriage Rules applicable to your flight, see [www.emirates.com](http://www.emirates.com) or call your local Emirates office.

## **2.3 Overriding law**

If these Conditions of Carriage are inconsistent with any Tariff or with laws which apply to your contract of carriage, the Tariff or law will apply. If one of these Conditions of Carriage becomes invalid in this way, the other conditions will still apply.

## **2.4 Conditions prevail over Regulations**

If these Conditions of Carriage are inconsistent with any of our Regulations, these Conditions of Carriage will apply. If part of one of our Regulations becomes invalid in this way, the other parts of our Regulations will still apply.

## **2.5 English language text prevails**

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

## **ARTICLE 3 — TICKETS**

### **3.1 General**

**3.1.1** We will provide carriage only to persons who possess a valid Ticket (which includes the Flight Coupon for that flight, unused Flight Coupons for subsequent flights recorded in the



Ticket, and the Passenger Coupon), provided that, for each Passenger, such person is named as the Passenger in the Ticket and he or she produces a valid passport which, in the case of an Electronic Ticket, must bear a serial number that matches the number specified in the e-Ticket Receipt/Itinerary.

**3.1.2** In the case of an Electronic Ticket, you are required to bring your e-Ticket Receipt/Itinerary or Passenger Receipt with you to the airport as it may be necessary for you to present it to us and to airport immigration and security personnel.

**3.1.3** 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 see Article 3.5.

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

**3.1.5** You cannot transfer your Ticket to another person. See Article 3.3 for situations relating to non-use of your Ticket.

**3.1.6** Some of our Tickets are sold at special fares which may be partially or completely non-refundable. You may wish to ensure that you have appropriate insurance to cover instances where you are unable to make use of such a Ticket.

**3.1.7** The Ticket is and remains at all times our property if issued by us or our Authorised Agent. If the Ticket has been issued by, or on behalf of, another airline, it is and remains the property of that airline.

## **3.2 Period of validity**

**3.2.1** Except if it says otherwise in the Ticket, in these Conditions of Carriage, or in Tariffs which apply, a Ticket is valid for:

**3.2.1(a)** one year from the date of issue, if completely unused; or

**3.2.1(b)** one year from the date of first travel on the Ticket, but only if your first flight happened within one year of the date of issue of the Ticket.

**3.2.2** If you are prevented from travelling within the period of validity of the Ticket because we could not confirm a reservation at the time you requested it, we may extend the validity of the Ticket or give you a voluntary refund under Article 10.3, depending on the restrictions (if any) included in the Ticket. Apart from this, we will have no liability to you for any loss or expense whatsoever.

**3.2.3** If, after you have begun your carriage, a person you are travelling with on one of our flights dies en route, we will modify your Ticket either by waiving any Ticket restriction requiring you to stay a minimum period at a Stopover, or by extending the validity of your Ticket.

**3.2.4** If a member of your Immediate Family dies after you have begun your carriage, we will modify your Ticket either by waiving any Ticket restriction requiring you to stay a minimum

period at a Stopover, or by extending the validity of your Ticket for a period no longer than 45 Days from the date of the death. No such modification will be made unless we are provided with a valid death certificate or alternative evidence satisfactory to us.

### **3.3 Non-use of Ticket**

**3.3.1** If, before beginning your carriage and using any part of your Ticket, you are prevented from travelling solely by Force Majeure and part or all of the fare for your Ticket is non-refundable, we will provide you with a credit for the non-refundable part of the fare which you can use to purchase a Ticket for yourself or another person for carriage within the next 12 months. No such credit will be given unless you have given us adequate evidence of the Force Majeure event.

**3.3.2** If your Ticket has been provided to you by a third party as part of a package holiday to which European Council Directive 90/314 of 13 June 1990 on Package Travel and Package Tours (as specified in local law) applies, you may be permitted to transfer your booking to another person if you are prevented from proceeding with the package. Where such a transfer is permitted by applicable law, we or our Authorised Agent will, at your request, replace your Ticket by issuing a new Ticket to another person, but only if you have satisfied all applicable legal requirements.

If you are in doubt whether your Ticket forms part of a package to which the specified Directive applies, you should ask for advice from the person who sold you the Ticket.

**3.3.3** If, before beginning your carriage and using any part of your Ticket, a member of your Immediate Family dies and you no longer wish to travel, you will be entitled to a refund calculated in accordance with Article 10.2.1(a). No such refund will be made unless we are provided with a valid death certificate or alternative evidence satisfactory to us.

**3.3.4** In the event of your death before beginning your carriage and using any part of your Ticket, we will provide a refund of your Ticket calculated in accordance with Article 10.2.1(a) if we are asked to do so. No such refund will be made unless we are provided with a valid death certificate or alternative evidence satisfactory to us. In the event of your death after you have begun your carriage, we will provide a refund for the unused portion of your Ticket calculated in accordance with Article 10.2.1(b) if we are asked to do so. No such refund will be made unless we are provided with a valid death certificate or alternative evidence satisfactory to us.

### **3.4 Sequence of Flight Coupon use**

**3.4.1** Your Ticket is valid only for the carriage recorded on the Ticket, from the place of departure via any Stopover(s) to the final place of destination. Your Ticket will lose its validity and will not be honoured by us if all of the Flight Coupons are not used in the sequence stated in the Ticket unless:

**3.4.1(a)** the fare already paid for the Ticket is the same or more than the fare applicable to the carriage which results from the out of sequence use of the Flight Coupons; or

**3.4.1(b)** you have paid any fare differential required for payment by Article 3.4.3.

**3.4.1(c)** a separate fare has been collected for the unflown sector(s).

**3.4.2** Please be aware that some types of changes to your carriage may not result in a change of fare, but that others (for example, changing the place of departure if you do not fly the first segment of your carriage or reversing the direction you travel) can result in a fare increase. Likewise, many fares are valid for carriage only on the dates and for the flights shown on the Ticket and may not be changed at all, or may only be changed if you pay a fare increase to us or our Authorised Agent.

**3.4.3** If you want to change the carriage recorded in your Ticket (including use of Flight Coupons out of sequence) you must contact us before departure of any flight concerned. We will work out the revised fare for your changed carriage and give you the choice of accepting and paying the new fare or keeping the carriage recorded in your Ticket. If you decide to accept and pay the new fare, an administration fee may be payable by you if your Ticket is subject to restrictions.

If the change is necessary because a Force Majeure event has occurred, we will use reasonable efforts to transport you to your next Stopover or final destination without recalculation of the fare, but only if you have provided us with adequate evidence of the Force Majeure event.

**3.4.4** If you change any part of your carriage or you fail to check-in prior to closing of check-in for your flight without advising us and complying with Article 3.4.3, your unused Flight Coupons will not be valid for travel or eligible for any form of refund until we have, or our Authorised Agent has, assessed the correct price for your actual carriage and you have paid any difference between the fare paid for your Ticket and the total fare applicable to your revised carriage. If the new price is lower than the fare already paid, we or our Authorised Agent will refund the difference, less any applicable administration fee(s).

**3.4.5** We will accept each Flight Coupon forming part of your Ticket for carriage in the class of service on the date and flight for which you have a reservation. If a Ticket has been issued without a reservation being made at the time of issue, space may be reserved later subject to our Tariff, applicable Ticket restrictions and the availability of space appropriate to the fare paid on the flight requested.

### **3.5 Replacement of Ticket**

**3.5.1** At your request, and if you comply with the requirements of Article 3.5.2, we will replace your Ticket if all or part of it is lost or damaged and cannot be presented for carriage, provided there is adequate evidence, readily ascertainable at the time, that a Ticket valid for the flight(s) in question had been duly issued by us or our Authorised Agent.

**3.5.2** Before any Ticket will be replaced by reason of Article 3.5.1, you will sign an agreement to reimburse us for any costs and losses of the type specified in Article 3.5.4 and pay to the airline issuing the replacement Ticket (whether us or another airline) any applicable administration fee for this service. This Article will not apply if replacement of your Ticket is necessary by reason of our or our Authorised Agent's fault or negligence.

**3.5.3** If there is no evidence that a Ticket valid for the flight(s) in question was duly issued or you do not sign the agreement required by Article 3.5.2, the airline issuing a replacement Ticket (whether us or another airline) may require you to pay up to the full Ticket fare for such

replacement Ticket subject to refund of the fare paid if and when the airline issuing the replacement Ticket becomes satisfied that the replaced Ticket has not been used before the expiry of its validity. Where we are the airline issuing the replacement Ticket, payment of the full Ticket price will be mandatory.

If, in the case of Ticket loss and replacement, you subsequently find the original Ticket before the expiry of its validity and surrender it without further use to the airline which issued the new replacement Ticket (whether us or another airline), your refund will be processed at that time.

**3.5.4** Any reimbursement agreement you have signed by reason of Article 3.5.2 will be for an amount up to the fare paid for the original Ticket, but if the original Ticket is subsequently used or cashed in by you, your obligation to reimburse will also include our costs and expenses (including legal fees and expenses) of locating/notifying you and enforcing the agreement together with any applicable administration fee(s).

### **3.6 Our name and address on Tickets**

Our name may be abbreviated to the "EK" Airline Designator Code in the Ticket. Our address is Emirates Group Headquarters, Al Maktoum Street, Deira, P.O. Box 686, Dubai, United Arab Emirates.

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

### **4.1 Fares**

The fare paid for your Ticket covers carriage of you and your Baggage from the airport at the place of departure to the airport at the place of destination via specified Stopovers at the times and on the dates specified in the Ticket, unless we say otherwise.

The fare does not include ground transport service between airports and between airports and town terminals, unless we say otherwise.

The fare for your Ticket has been calculated according to our Tariff as it applied on the date payment was made for your Ticket.

### **4.2 Taxes, fees and charges**

**4.2.1** Before carriage, you will pay to us the total amount of all applicable taxes, fees and charges imposed on us by a government or other authority, or by the operator of an airport, which we are obliged to collect from you or to pay in respect of your carriage.

**4.2.2** When you purchase your Ticket, we will advise you of all taxes, fees and charges not included in the fare, most of which normally will be shown separately on the Ticket.

Taxes, fees and charges imposed on air travel are outside our control and are constantly changing and can be imposed or changed after the date your Ticket has been purchased. If a tax, fee or charge is imposed or increased after your Ticket has been purchased, you must pay to us any such tax, fee or charge, or any such increase before carriage.

**4.2.3** If your Ticket has been purchased from our Authorised Agent and such Authorised Agent omitted to give details of all applicable taxes, fees and charges, with the result no, or insufficient, payment has been made for such taxes, fees and charges, you must pay the relevant amount at the airport of departure before you will be entitled to carriage.

**4.2.4** If any tax fee or charge is abolished or reduced and becomes no longer applicable to all or part of your carriage, a refund can be claimed in respect of any such tax, fee or charge which has been paid. Please ask us or our Authorised Agent for details of how to claim such refund.

**4.2.5** If you do not use your Ticket, you will be entitled to claim a refund of any taxes, fees or charges you have paid, less any applicable administration fee(s), if your Ticket is subject to restrictions. Please ask us or our Authorised Agent for details of how to claim such 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 imposed after the date of issue 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**

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.

## **ARTICLE 5 — RESERVATIONS**

### **5.1 Reservation requirements**

**5.1.1** Some fares have conditions attached to them which limit or exclude your right to change or cancel reservations. Details of any such conditions will be provided at the time of booking.

**5.1.2** You must tell us at the time of booking if you have a medical condition or other condition for which you may require medical assistance or special assistance during embarkation, disembarkation or aboard an aircraft (for example, the circumstances set out in Articles 7.3 to 7.5). Your booking will be logged in our system as provisional and converted to a confirmed reservation by us once we are satisfied that you have received any medical clearance required under Article 7.5 and all conditions attached to such clearance have, or will be, complied with by you. 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 set out in this Article 5.1.2. If you ask us, we will tell you how the requirements may differ.

**5.1.3** If Articles 7.3 to 7.5 apply to you, your booking for your reservation must be made through our call centre in accordance with the advance time limits specified in those Articles (namely: 48 hours before flight departure in the case of Articles 7.3.2(a) and (b), and 96 hours before flight departure in the case of Article 7.3.2(c)), otherwise it may not be possible to accept the booking because of lack of time to complete applicable medical clearance requirements.

## **5.2 Fare payment requirement**

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

## **5.3 Personal data**

You recognise that your personal data (including sensitive personal data) has been provided to us for the purposes of: making a reservation; recording and issuing a Ticket; issuing a boarding pass and other ancillary documentation associated with your carriage; advising you of changes to your itinerary; responding to your queries or requests; issuing receipts; providing you with your carriage; providing you with ancillary services related to your carriage, including, for example, provision of wheelchair assistance, limousine services and third party services; administration of accounting, billing and auditing procedures and other administrative purposes; facilitating immigration and entry procedures; facilitating security checks including, for example, use of biometrics; dealing with customs control; dealing with immigration authorities; meeting security requirements; prevention and detection of crime; handling customer relations issues; analysis of statistics; assisting us in future transactions with you; systems testing; market analysis; tailoring our marketing to your specific carriage needs; benchmarking and performance measures; IT maintenance or development training; operating frequent flyer programmes; meeting legal obligations to you; making data available to government agencies in connection with your carriage (for example, security, customs or immigration where we are required by applicable law to do so); and other purposes associated with or incidental to your carriage.

For all these purposes, you authorise us to retain and use such data and to transmit to and/or to share it with: our own offices, our Authorised Agents, our other companies and/or brands, anyone to whom we transfer our rights and duties; third party companies offering related services (including, for example, car rental, hotels, limousines, transfers, ancillary services), governments and government agencies, credit card and other payment card companies, and other airlines or providers of such related services.

We may also retain your personal data for direct marketing, but we will obtain your authority to do this first.

Sensitive personal data, for example data relating to your health or disabilities, religion, criminal record or otherwise may be processed by us. You recognise that, by providing us with sensitive personal data you give your explicit consent for us to process it and disclose it to third parties for the above purposes. We undertake to collect, process, store, save and transfer your data in compliance with relevant data protection legislation in force from time to time. In processing your data we may transfer it to countries which may not afford the same level of protection.

We may also monitor and/or record your telephone conversations with us to ensure consistent service levels, prevent/detect fraud and for training purposes.

We may require the name and contact details of a third party whom we may contact in an emergency. It is your responsibility to ensure that the third party consents to the disclosure of the information provided for that purpose.

If you would like to know what personal data we are holding about you and/or correct the personal data that we hold about you, please contact our local office.

#### **5.4 Seating**

We will try to meet advance seating requests, but we cannot guarantee that you will be able to sit in any particular seat. We can change your seat for a similar seat at any time, even after you have boarded the aircraft.

#### **5.5 Aircraft**

**5.5.1** We will try to provide the aircraft specified in our timetable (or specified to you at the time of issue of your Ticket) for your carriage, but cannot guarantee any particular aircraft will be used. We can change the aircraft on which you will be carried, whether for operational, safety, security reasons or otherwise.

**5.5.2** Very occasionally, it may be necessary for us temporarily to supplement our fleet with aircraft operated for us by another airline. If this applies to any aircraft on which you are due to be carried by us, we will inform you of the identity of the operator of the aircraft, or try to ensure that our Authorised Agents give you such information. We will try also to ensure that you receive the same level of in-flight service, entertainment, and baggage allowance advertised for your flight, but cannot guarantee that this will always be possible.

#### **5.6 Reconfirmation of reservations**

**5.6.1** With limited exceptions, it is not necessary for you to reconfirm onward or return reservations before flying. If we do require you to reconfirm your reservation before a flight, we or our Authorised Agent will advise you when, how and where it should be done.

**5.6.2** If you fail to reconfirm a reservation for any flight where we have told you that reconfirmation is necessary, we may cancel all of your onward or return reservations. No refund of the fare paid will be available in respect of such cancelled reservation unless permitted by the conditions applicable to your Ticket.

**5.6.3** If, after we have cancelled your reservation because of your failure to reconfirm your reservation where we have told you that reconfirmation is necessary, we may reinstate your reservation at your request and carry you if there is space on the flight to which your cancelled reservation related. If there is no space available on the flight, we will use reasonable efforts to try to carry you on another of our flights to your next or final destination, but we are not obliged to do so.

**5.6.4** You should check the reconfirmation requirements of any other airlines involved in your carriage with them and, where necessary, reconfirm with the airline whose Airline Designator Code is entered in the Ticket for the flight in question. We will have no liability to you if another airline cancels one or more reservations because you failed to reconfirm that reservation where you were required to do so. Your right to onward travel or a refund will be governed by the conditions of carriage of the other airline.

## **5.7 Cancellation of onward reservations**

**5.7.1** We will cancel the unused part of your reservation if you do not check-in for any flight or if, having checked-in, you fail to present yourself at the boarding gate with your boarding pass within the time limit specified by us at check-in, unless you have advised us first.

**5.7.2** We will not cancel your unused reservations pursuant to Article 5.7.1 if you advise us of your intention not to use any part of your reservation before check-in has closed for the relevant flight or, alternatively, before the boarding gate closes if check-in formalities have been completed.

**5.7.3** We will not be liable to you for any loss or expense whatsoever resulting from your failure to comply fully with the requirements of Articles 5.6 and 5.7.

## **ARTICLE 6 — CHECK-IN AND BOARDING**

**6.1** If you are travelling in First or Business Class you must present yourself for check-in no later than 1 hour prior to the scheduled departure time of your flight. If you are travelling in Economy Class you must present yourself for check-in no later than 3 hours prior to the scheduled departure time of your flight.

**6.2** Check-in Deadlines are different at some airports. We or our Authorised Agents will advise you of the Check-in Deadline for your first flight with us if it is longer than the normal limit specified in Article 6.1. For any subsequent flights in your journey, you should inform yourself of the Check-in Deadlines by consulting our timetable, or by asking us or our Authorised Agents.

**6.3** You must comply with the applicable Check-in Deadline. We have the right to cancel your reservation if you do not comply with the Check-in Deadline or, if no Check-in Deadline has been indicated, you fail to check-in prior to closing of check-in for your flight. See also Article 5.7.

**6.4** You must be present at the boarding gate not later than the time specified by us at the time you check-in. If you arrive outside the applicable time limit at the boarding gate, you will be refused carriage and your Checked Baggage will be off-loaded from the aircraft. See also Article 5.7.



**6.5** We will not be liable to you for any loss or expense whatsoever resulting from your failure to comply fully with this Article 6.

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

### **7.1 Our right to refuse carriage**

We have the right to refuse to carry you or your Baggage on any flight (even if you hold a valid Ticket and have a boarding pass) if one or more of the events listed in Articles 7.1.1 to 7.1.21 has happened or we reasonably believe might happen, it being understood by you that we have no duty to make any enquiries when determining whether we believe an event might happen. See also Articles 7.2 and 10.5.4 concerning the consequences of being refused carriage and Article 18 concerning any decision we make about the application of Article 7.1 to you.

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

**7.1.2** you commit a criminal offence during check-in or any of the other operations of embarkation on your flight, or disembarkation from a connecting flight, or on board the aircraft before take-off; or

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

**7.1.4** you use threatening, abusive, insulting or indecent words or behave in a threatening, abusive, insulting or indecent manner to any person, including ground staff, members of the crew or other Passengers prior to or during any of the operations of embarkation on your flight, or disembarkation from a connecting flight, or on board the aircraft before take-off; or

**7.1.5** carriage of you and/or your Baggage may endanger or adversely and materially affect, or has endangered or adversely and materially affected, the safety, health, or security of the aircraft, other Passengers or members of the crew, or the comfort of other Passengers aboard the aircraft; or

**7.1.6** you appear to be incapacitated by alcohol or drugs; or

**7.1.7** your mental or physical state, including your impairment from alcohol or drugs, appears to present a hazard or risk to yourself, or to Passengers, or to crew, or to the aircraft, or any person or property in it, or represents a likely or actual source of material annoyance or discomfort to other Passengers aboard the aircraft if you were to proceed to travel in the class in which you are booked or in which you have agreed to travel; or

**7.1.8** you refuse to submit to a security check for yourself or your Baggage or, having submitted to such a check, you fail to provide satisfactory answers to security questions at check-in or the boarding gate, or you fail a security profiling assessment/analysis, or you tamper with or remove any security seals on your Baggage or security stickers on your boarding pass; or

**7.1.9** you fail to observe our safety, security or passenger comfort instructions concerning, for example, seating, storage of Unchecked Baggage, smoking, consumption of alcohol, use of

drugs, dress, or use of electronic equipment (for example, mobile/cellular phones, laptop computers, PDAs, portable recorders, portable radios, CD, DVD and MP3 players, electronic games or transmitting devices); or

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

**7.1.11** you have not paid in full the applicable fare, taxes, fees, applicable charges or exceptional circumstances surcharges for your carriage; or

**7.1.12** you appear, in our exclusive opinion, not to meet requisite visa requirements or not to have valid or lawfully acquired travel documents or to have acquired them by fraudulent means or you wish to travel to or enter a country through which you may be in transit for which you do not have valid travel documents or meet the requisite visa requirements, or you destroy your travel documents aboard the aircraft or between check-in and boarding, or you refuse to allow us to copy your travel documents, or you refuse to surrender your travel documents to the flight crew, against receipt, when so requested; or

**7.1.13** we have been informed (orally or in writing) by immigration or other authorities of the country to which you are travelling or through which you may intend to transit, or of a country in which you have a Stopover planned, that you will not be permitted entry to such country even if you have valid travel documents; or

**7.1.14** you fail, or refuse, to give us information in your possession or available to you which a governmental authority has lawfully asked us to give about you, or it appears to us that any such information you have given is false or misleading; or

**7.1.15** you present a Ticket for carriage that appears to have been acquired unlawfully or by fraudulent means (for example, by means of use of a stolen credit or debit card), or appears to be forged or falsified, or altered without requisite authority, or has been purchased from or issued by an entity other than us or our Authorised Agent, or has been reported to us as being mutilated, lost or stolen, or is a counterfeit, or you cannot prove that you are the person named in the Ticket, or you fail to comply with the requirements set forth in Article 3 concerning, for example, use of Flight Coupons in sequence; or

**7.1.16** you do not meet the requirements of Article 7.3 in relation to your medical fitness to fly; or

**7.1.17** you, (or the person who is legally responsible for you, if you are a child) have failed to comply with the requirements of Article 7.7; or

**7.1.18** you, or someone for whom you are responsible who is travelling with you (for example, a child or infant) is not permitted by law, court order or bail conditions to leave the jurisdiction of the place of departure of the aircraft; or

**7.1.19** you are, or we reasonably suspect you are, in unlawful possession of drugs; or

**7.1.20** you have previously behaved in any of the ways prohibited above and we believe that you may repeat such behaviour, or you have previously been refused carriage by another airline for any reason relating to your behaviour, or you have breached any of the duties imposed on

you by Article 11.1 in relation to previous carriage by us; or

**7.1.21** we have notified you that we would not at any time after the date of such notice carry you on our flights.

## **7.2 Reimbursement of costs**

If you are refused carriage for any of the reasons set out in Article 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.

**7.3.2(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

**7.3.2(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

**7.3.2(c)** You have completed and produced to us no later than 96 hours before flight a Frequent Travellers 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):

**7.3.3(a)** which is believed to be actively contagious or communicable and life threatening to other Passengers or crew; or

**7.3.3(b)** which may cause or induce unusual behaviour, or a physical condition, which could have an adverse effect on the welfare and comfort of other Passengers or crew members; or

**7.3.3(c)** which is considered to be a potential hazard to the safety of the flight; or

**7.3.3(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. If you ask us, we will tell you how the requirements may differ.

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

**7.4.1** If you are pregnant we will carry you after your 28th week of gestation only if you produce to us a medical report or letter, signed by an appropriately qualified doctor or midwife, stating your due date, and confirming that your pregnancy is uncomplicated. The report or letter should also advise us of the latest date up to which you are expected to be fit to travel. In addition, you will require prior clearance from our medical department for travel after the 35th week of gestation for flights exceeding 4 hours and after the 36th week of gestation for any flight.

**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 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.

## **7.5 Special assistance**

**7.5.1** If you require special assistance because you are unable to feed yourself or use the toilet unassisted, or move around or evacuate the aircraft cabin unassisted, or you have special needs requiring special equipment, we will carry you if you have obtained prior clearance from our medical department at the time of ticketing and you comply with all applicable Regulations at all relevant times. If, however, you are flying to or from the USA, you may be exempt from part or all of those requirements - see further Article 7.5.5.

**7.5.2** If your special assistance requirements change adversely after receiving clearance pursuant to Article 7.5.1 or 7.5.4, you must seek a new clearance prior to your flight from our medical department or from your doctor (in accordance with Article 7.5.4) and comply with all of our applicable Regulations at all relevant times.

**7.5.3** If you have been cleared for carriage by our medical department pursuant to Article 7.5.1, you will not subsequently be refused carriage on the basis of your special requirements

unless you have failed to comply with these Conditions of Carriage including, for example, Articles 7.1 and 7.3.

**7.5.4** An alternative to obtaining prior clearance from our medical department for the purposes of Articles 7.5.1 and 7.5.3 is provision to us at the time of ticketing of an original certificate signed by your doctor certifying that you are capable of completing your carriage safely without requiring extraordinary medical assistance in flight (for example, assistance necessary to feed yourself, or to use the toilet, or to evacuate the aircraft, or to administer medication or treatment to yourself).

**7.5.5** 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 this Article 7.5. If you ask us, we will tell you how the requirements may differ.

## **7.6 Passenger reimbursement of medical expenses**

If you are taken ill aboard the aircraft due to a condition pre-existing the flight (regardless of whether or not you were aware of it) or due to your pregnancy, you will pay to us the cost of expenses paid by us in treating you aboard an aircraft, transporting you on the ground, or paying for treatment provided by a third party. You will also pay any costs we have incurred in diverting an aircraft to seek medical assistance if you have contravened Articles 7.3, or 7.4 or 7.5. We may apply towards payment due to us from you the value of any unused carriage on your Ticket or unused credits to your account with us, or any of your funds in our possession.

## **7.7 Carriage of unaccompanied children**

**7.7.1** You will not be accepted for carriage if you are under 5 years of age on the date the flight commences unless you are accompanied by an escort aged 18 years or more. If you are between 5 and 16 years of age, we can arrange for an escort, provided we receive 7 Days or more notice prior to travel and an extra charge is paid.

**7.7.2** If you are more than 5 years of age, but less than 12 years old on the date the flight commences, you will not be accepted for carriage unless the following conditions are met in full:

**7.7.2(a)** you are accompanied at check-in by a parent, guardian or adult responsible for you who remains in the airport with an allocated member of our staff until you have boarded the aircraft and it has taken-off from the airport, and who can prove also to us that you will be met at the destination airport or Stopover airport by another parent, guardian or adult responsible for you (with full details of that person's identity) and into whose custody you can be delivered.

**7.7.2(b)** you have a confirmed reservation for your flight and it is not anticipated by us that the flight will terminate at a place other than its destination or make an unexpected stop at any other place due to weather or other operational conditions; and

**7.7.2(c)** your ticketed carriage does not involve an en route change of airport or a scheduled Stopover exceeding 8 hours in the case of Dubai International Airport or 4 hours in the case of any other airport, unless a parent, guardian or adult responsible for you meets you and takes responsibility for you during the full period of the Stopover(s).

## **7.8 On board services**

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

We do not guarantee that special meals will always conform to their exact description. This is because they have been prepared by third parties to our order. We do not accept requests for nut free meals and we do not guarantee that the environment aboard our aircraft will be nut or nut produce free.

## **7.9 Ground services**

We do not make any guarantees about the provision/availability of equipment and services on the ground at airports including, for example, fast track services, airport lounges and the facilities available within those lounges.

We do not guarantee that ground services will always conform to their exact description. This is because some services are provided by third parties to our order. See also Article 12 for other provisions concerning services provided by third parties.

## **ARTICLE 8 — BAGGAGE**

### **8.1 Free Baggage allowance**

You may carry some Baggage free of extra charge. The amount of your free Baggage allowance and restrictions on size are shown in your Ticket or e-Ticket Receipt/Itinerary and are dependent also on our Regulations in force on the date of your flight. For more information or a copy of our Regulations, please ask us or our Authorised Agents.

### **8.2 Excess Baggage**

You will have to pay an extra charge for carriage of Baggage in excess of your free Baggage allowance. You will also have to pay an extra charge for carriage of any container with an animal inside unless the animal is a service animal. For details of the rates applicable to carriage of excess Baggage, please ask us or our Authorised Agents.

### **8.3 Items you must not carry in your Baggage**

**8.3.1** There are certain items which you must not include in your Baggage. Set out below are prohibitions applicable to Checked and Unchecked Baggage, as well as separate and extra prohibitions applicable to Checked Baggage only and to Unchecked Baggage only. If you fail to comply with any of the applicable rules you and/or your Baggage may be refused carriage (see also Article 8.5.1). In addition, you may not be entitled to claim compensation if any prohibited item wrongfully included in Baggage sustains Damage or causes Damage to your Baggage (see Article 15.5).

**8.3.2** You must not include any of the following items in your Unchecked Baggage or your Checked Baggage:

**8.3.2(a)** Items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the ICAO Technical Instructions for the Safe Transport of Dangerous Goods by Air and the IATA Dangerous Goods Regulations, and in our related Regulations. If you are not familiar with those rules and regulations, please ask us or our Authorised Agents for details;

**8.3.2(b)** Items which are prohibited from being carried by applicable laws, regulations, orders or governmental policy of any state to be flown from or to;

**8.3.2(c)** Items which are reasonably considered by us to be unsuitable for carriage because they are dangerous or unsafe or by reason of their weight, size, shape or character, or which are fragile or perishable having regard to, for example, the type of aircraft being used. Please ask us about any concerns you may have about the suitability of your Baggage before you arrive at the airport;

**8.3.2(d)** Items attracting any form of duty if you are travelling as an unaccompanied child under the age of 16; or

**8.3.2(e)** War material. Please ask us if you have any doubt about whether any item constitutes war material.

**8.3.3** You must not include in Checked Baggage fragile or perishable items, valuable items (including, for example, money, jewellery, precious metals), computers, personal electronic devices, stored data, any medication or medical equipment which may be required in-flight or during your trip or which cannot be quickly replaced if lost or damaged, house or car keys, valuable documents (including, for example, business documents, passports and other identification documents, negotiable papers, securities deeds) or samples.

**8.3.4** You must not include in your Unchecked Baggage:

**8.3.4(a)** Real, replica or toy weapons, arms and ammunition, explosives or anything containing explosives (for example, Christmas crackers, fireworks or fire crackers) and incendiary materials; knives of any kind/type/shape or size; letter openers; metal cutlery; catapults; slingshots, razor blades and straight razor blades (excluding safety razors and accompanying cartridge blades); tradesmen's tools; darts; scissors; nail files; hypodermic needles and syringes (unless required for medical reasons and accompanied by a medical certificate confirming the medical condition necessitating carriage); knitting needles; corkscrews; sporting bats and clubs (including, for example, baseball and softball bats, golf clubs, cricket bats but excluding tennis, badminton and squash racquets); hard sporting balls (including, for example, cricket, field, hockey or billiard, snooker or pool balls); billiard, snooker or pool cues; martial arts devices.

**8.3.4(b)** Any article which in our opinion, or the opinion of airport security personnel, might be used as, or adapted for use as, a weapon with the potential to cause injury or incapacitation or to represent any other security or safety threat.

**8.3.5** If an item of Unchecked Baggage becomes Checked Baggage (whether at your request or because we require it), you must immediately remove from it all items which are prohibited from inclusion in Checked Baggage by Article 8.3. If you ask us, we will endeavour to supply you with a carrier bag if you do not have another bag of your own. You may carry such items as

Unchecked Baggage, but only if you comply with our requirements regarding contents and size and weight of Unchecked Baggage specified in Article 8.8.

**8.3.6** We are not responsible for any item removed from your Checked Baggage or Unchecked Baggage and retained by airport security personnel. It is your responsibility to check the security requirements applicable to your flight and departure airport prior to travel and, if personal items are removed from your Baggage by airport security personnel, it is your responsibility to ensure that you obtain a receipt from the airport security personnel and make arrangements for collection of such items .

## **8.4 Firearms and dangerous items**

**8.4.1** If you wish to carry Firearms, ammunition and explosives including items containing explosives (for example, Christmas crackers, fireworks or fire crackers) as Checked Baggage it is your responsibility to inform yourself of, and ensure that you have obtained, all required clearances from the government authorities of the country of departure and the country of destination before commencing your carriage.

**8.4.2** Firearms, ammunition and explosives including items containing explosives (for example, Christmas crackers, fireworks or fire crackers) will not be accepted as Checked Baggage, unless approved by us no less than 3 Days before your flight. If accepted for carriage, firearms must be unloaded with the safety catch on, and suitably packed and accompanied by all documents legally required by the countries of departure, destination and any Stopovers. Carriage of ammunition is subject to ICAO and IATA regulations as specified in Article 8.3.2(a). Your firearms, ammunitions and explosives will never be carried in the cabin or cockpit of the aircraft.

**8.4.3** Weapons such as, for example, antique firearms, swords, knives, toy or replica guns, bows and arrows and similar items may be accepted as Checked Baggage only at our discretion, subject to prior approval by us, but will not be permitted in the cabin or cockpit of the aircraft.

**8.4.4** We will have no liability or responsibility where any item accepted under Articles 8.4.2 and/or 8.4.3 is removed from your Checked Baggage and/or retained or destroyed by security personnel, government officials, airport officials, police or military officials or other airlines involved in your carriage.

## **8.5 Right to refuse carriage**

**8.5.1** We will refuse to carry Baggage which contains any of the items described in Article 8.3.2 (and Article 8.3.4 in the case of Unchecked Baggage only), regardless of whether and when we are told, or discover, the presence of any such items. See also Article 8.3.1.

**8.5.2** We will refuse to accept Baggage for carriage if we decide that it is unsuitable for carriage, whether because of its size, shape, appearance, weight, content, character, or for safety or operational reasons, or for the comfort of other Passengers. If you have any doubt about particular items, please ask for guidance from us or our Authorised Agents.



**8.5.3** We may refuse to accept Baggage for carriage if we decide that it is not properly and securely packed in suitable containers. If you ask us, we will give you information about packing and containers acceptable to us.

## **8.6 Right of search, screen and x-ray**

**8.6.1** For reasons of safety, health and security, and to check that you are not carrying in your Baggage any items prohibited by these Conditions of Carriage, we may search, screen and x-ray your Baggage. We will try to search your Baggage while you are present, but if you are not readily available we may search it in your absence. If you do not let us conduct all such searches, scans and x-rays, we will refuse to carry you and your Baggage.

**8.6.2** You must allow security checks of your Baggage by government officials, airport officials, police or military officials and other airlines involved in your carriage.

**8.6.3** If a search, screen or x-ray causes Damage to your Baggage, we will not be liable for the Damage unless it was caused solely by our negligence.

**8.6.4** Please note that the security authorities of some countries require that Checked Baggage is secured in such a manner that it can be opened without the possibility of causing damage in the absence of the Passenger. It is your responsibility to make yourself aware of and comply with any such requirements.

## **8.7 Checked Baggage**

**8.7.1** You must fasten a tag, or secure a sticker, containing your name, full address and a telephone number at which we can contact you, to and again inside each item of Checked Baggage.

**8.7.2** When you check-in Checked Baggage, we will give you a Baggage Identification Tag for each piece of your Checked Baggage.

**8.7.3** Checked Baggage will normally be carried on the same aircraft as you, but it may be necessary sometimes for it to be carried on another aircraft (for example, for safety, health, security, operational reasons, or due to the size or weight of the Checked Baggage, or non-compliance with relevant parts of these Conditions of Carriage). If we carry your Checked Baggage on another flight, we will deliver it to the address you have provided, unless the law at the place of collection requires you to be present at the airport of arrival for customs clearance or the reason for carriage on another aircraft related to the size or weight of the Checked Baggage or non-compliance with relevant parts of these Conditions of Carriage.

**8.7.4** Unless we decide that your Checked Baggage will not be carried on the same flight as you, we will not carry your Checked Baggage if you fail to board the aircraft on which it is loaded or, having boarded, you leave the aircraft before take-off or at a point of transit, without re-boarding.

**8.7.5** We will only carry your excess Baggage on the same flight as you if there is suitable space available on the aircraft and you have paid the applicable extra charge for carriage of Baggage in excess of your free Baggage allowance.

**8.7.6** You must ensure that your Checked Baggage is sufficiently robust and well secured to withstand the usual and normal rigours of carriage by air without sustaining damage (except for fair wear and tear).

## **8.8 Unchecked Baggage**

**8.8.1** We specify maximum dimensions and/or weight for Unchecked Baggage which you carry on to the aircraft. Please ask us for details. All Unchecked Baggage must be small enough to fit under the seat in front of you or inside the overhead storage compartments in the cabin of the aircraft. If your Unchecked Baggage is too big to be stored in this way, or is of excessive weight or considered unsafe for any reason, you must check it in for carriage as Checked Baggage and pay any excess Baggage charges which may be due under Article 8.2 if your free Baggage allowance has already been used up by other Checked Baggage.

**8.8.2** If you have a highly valuable item, a musical instrument or diplomatic bag which you wish to carry with us as Unchecked Baggage but it exceeds our size or weight limitations for Unchecked Baggage, you must purchase one or more additional seats (subject to availability) in the same class of travel as you for the purpose of storing such permitted item next to you during your flight. We will not carry as Unchecked Baggage any other type of item which exceeds our size or weight limitations for Unchecked Baggage.

## **8.9 Collection and delivery of Checked Baggage**

**8.9.1** Unless Article 8.7.3 requires us to deliver your Checked Baggage to you, you must collect your Checked Baggage as soon as it is made available at your destination or Stopover. If you do not collect it within a reasonable time, we may charge you a storage fee. If your Checked Baggage remains unclaimed for 3 months after it is made available at your destination or Stopover, we may dispose of it and retain for our benefit any proceeds of the disposal without notice or liability to you.

**8.9.2** Only the person holding the Baggage Check and the Baggage Identification Tag can claim a piece of Checked Baggage. We accept no responsibility for checking the identity or authority of the person holding the Baggage Check and Baggage Identification Tag or for checking that he/she has any right to collection.

**8.9.3** If the person claiming a piece of Checked Baggage cannot produce the required Baggage Check and Baggage Identification Tag, that person must prove that the Baggage is his or hers before we will allow collection. We accept no responsibility for making anything other than limited enquiries of the person claiming the Baggage when assessing the right to collection.

## **8.10 Animals**

We will not accept an animal for carriage unless you have applied for, and obtained, our prior approval and you meet all of the following conditions and our applicable Regulations:

**8.10.1** The animal must be properly crated (with necessary supplies of food and water) by you in a suitable container for carriage in the cargo hold of an aircraft in accordance with all applicable legal requirements.

**8.10.2** The animal is accompanied by, and we are shown, valid health and vaccination certificates, entry permits, transit permits, exit permits and other documents required by countries of departure, entry or transit.

**8.10.3** You have paid the charges applicable to containers with animals inside, unless the animal is a service animal.

**8.10.4** Unless carriage of your animal is covered by the liability rules of the Warsaw Convention or the Montreal Convention, we will not be responsible for its loss, injury, sickness or death unless caused solely by our negligence.

**8.10.5** If an animal is carried by us without being accompanied by all the certificates and permits required by Article 8.10.2, we will have no liability to you for any loss you may suffer and you will pay or reimburse us (on request) for any fines, costs, losses or liabilities imposed on or incurred by us as a result of the absence of one or more required certificates or permits.

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

### **9.1 Schedules**

**9.1.1** 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.

**9.1.2** Before we accept your booking, we or our Authorised 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. It is your responsibility to give us or our Authorised Agent contact information so that we or that Authorised 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** 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.

**9.2.2** 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. The three available remedies for you to choose from are available without extra charge and are set out in Articles 9.2.2(a) to (c) below. See also Article 9.2.3 for limitations on your rights and our liability.

**9.2.2(a)** 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.

**9.2.2(b)** 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. We will also refund you any difference between the fare, taxes, fees, charges and surcharges paid for your carriage and any lower fare, taxes, fees, charges and surcharges applicable to your revised carriage.

**9.2.2(c)** Remedy Three - we will give you an involuntary refund in accordance with Article 10.2.

**9.2.3** The three remedies in Articles 9.2.2(a) to 9.2.2(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 9.2.2.

### **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 Article 9.3, we will have no liability to you for any loss or expense whatsoever. Please ask about our denied boarding compensation policy.

## **ARTICLE 10 — REFUNDS**

**10.1** 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.

### **10.2 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.

In all of those situations, the refund will be:

**10.2.1(a)** 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

**10.2.1(b)** 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.

**10.2.2** 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.

**10.2.3** 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 Article 10.2, the refund will be:

**10.3.1(a)** 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(b)** 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(a)** 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(b)** 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 2 years 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 same form and currency that was used to pay for your 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**

At all times during your carriage, you have a duty to behave in a manner which is not likely to:

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

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

**11.1.3** injure or prejudice the health of other persons aboard the aircraft or create the risk or threat of injury or damage to health;

**11.1.4** cause distress to, or be complained of as materially objectionable to, other persons aboard the aircraft, such conduct includes, for example, harassment, molestation, sexual assault or abuse;

**11.1.5** cause, or be likely to cause, loss of or damage to our property or that of other persons aboard the aircraft;

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

**11.1.7** contravene any instruction or direction of the crew or the airline (whether oral or by notice) lawfully issued for the purpose of the safety or security of the aircraft and of persons or property and/or the comfort or convenience of Passengers, including, instructions concerning safety, security, seating, seat belts, smoking, consumption of alcohol or use of drugs, use of electronic equipment including, but not limited to, cellular telephones, laptop computers, PDAs, portable recorders, portable radios, CD, DVD and MP3 players, electronic games or transmitting devices (for example, radio controlled toys and walkie talkies). See also Article 18 concerning decisions we make about the application of Article 11.1 to you.

### **11.2 On board alcohol**

You are not allowed to consume alcohol aboard an aircraft (whether purchased as duty free from us or someone else or otherwise obtained) unless it has been served to you by us. We have the right, at any time for any reason, to refuse to serve alcohol or to withdraw alcohol which has been served.

### **11.3 Smoking policy**

Smoking is not permitted on any of our flights.

### **11.4 Breach of duty**

If we reasonably believe that you have failed to fully observe all of the duties placed on you by Articles 11.1 to 11.3:

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

**11.4.2** we may take such measures as we consider necessary to prevent the continuation or repetition of the offending conduct including, for example, physical restraint and/or removal of you from the aircraft and/or refusal to carry you after a Stopover (whether made for the purpose of removing you from the aircraft or otherwise); and

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

**11.4.4** you will reimburse us for any costs we incur in order to: (a) repair or replace property lost, damaged or destroyed by you; (b) compensate any Passenger or crew member affected by your actions; and (c) divert the aircraft for the purpose of removing you from the aircraft. We may use the value of any unused carriage on your Ticket or any of your funds in our possession to pay sums due to us from you.

## **ARTICLE 12 — SERVICES PROVIDED BY THIRD PARTIES**

**12.1** If we arrange for another company to provide you with surface carriage or other services (for example, a limousine, ground transfer, hotel reservation or accommodation or car rental) or if we issue you with a ticket or voucher relating to any such surface carriage or other services, we are acting only as your agent in making those arrangements or issuing the ticket or voucher. The terms and conditions of the company providing those services will apply to you.

**12.2** We will have no liability to you regarding any surface carriage or other services we arrange for you which are to be provided by another company unless caused solely by our negligence. See Articles 7.8 and 7.9 for other provisions concerning services provided by third parties.

## **ARTICLE 13 — TRAVEL DOCUMENTS, CUSTOMS AND SECURITY INSPECTIONS**

### **13.1 General**

**13.1.1** You are responsible for obtaining and holding all of the travel documents you need for any country you are visiting (even as a transit Passenger).

**13.1.2** You must obey all laws, regulations, orders, and other requirements of all countries you will exit, enter, or through which you will transit during your journey.

**13.1.3** For details of required travel documents, we advise you to contact the embassy, consulate or other relevant body of all relevant countries prior to making your booking and at the time of making your booking. If you are not travelling immediately, we advise you to contact the same bodies again before you commence travel to ensure that the requirements which are applicable to you have not changed and that your travel documents remain valid for all flights, destinations and planned Stopovers.

**13.1.4** If requested, you must present to us all passports, visas, health certificates and other travel documents needed for your journey, permit us to take photocopies of those documents or deposit those documents with a member of our flight crew aboard your aircraft for safe keeping during a flight against issue to you of a receipt. We have the right to require you to present to us any of these documents at any time before or during your carriage.



**13.1.5** We will not be liable to you if you do not have all passports, visas, health certificates and other travel documents needed for your journey or if any of those documents are out of date or if you have not obeyed all laws, regulations, orders, and other requirements of all countries you will exit, enter, or through which you will transit during your journey.

**13.1.6** We will not accept you or your Baggage for carriage if your visas or travel documents do not appear to be in order or if you have not complied with the other requirements of this Article 13.1. We have the right to refuse carriage in this way even if you have started or completed part of your carriage before it becomes clear to us (whether as a result of operation of Article 13.1.4 or otherwise) that you have not complied with Article 13.1.

## **13.2 Refusal of entry**

If you are refused entry to a country (including a country you transit through while en route to your destination), you must reimburse us in full on request any fine, penalty or charge assessed against us by the government concerned (including detention costs) as well as the fare for transporting you, and an escort if required, from that country. We will not refund to you the fare paid for carriage to the airport where you were refused entry.

## **13.3 Passenger responsible for fines, detention costs and other charges**

You must reimburse us in full on request the amount of any fine, penalty, detention costs, deportation or removal expenses, escorting charges (if any), cost of ticket(s) issued for you, or any other expenditure we incur because you have failed to comply with any laws, regulations, orders or other travel requirements of the country you have travelled to or because you have failed to produce the required travel documents on seeking entry to a country or you have been refused admission into the country. We may use the value of any unused carriage on your Ticket or any of your funds in our possession to pay sums due to us from you.

## **13.4 Return of confiscated travel documents**

We will not be liable to you for the return of any of your travel documents, identification documents or Tickets confiscated by a governmental or other authority.

## **13.5 Customs inspection**

If required, you will attend inspection of your Baggage by customs or other government officials. We will not be liable to you for Damage suffered by you in the course of such inspection or as a result of your failure to attend.

## **13.6 Security inspection**

You must allow security checks, searches and scans of your person by us, our handling agents, government officials, airport officials, police or military officials and other airlines involved in your carriage. If you do not allow all such security checks, searches and scans to be conducted, we will refuse to carry you and your Baggage. See also Article 8.6 for security checks on your Baggage.

## **ARTICLE 14 — SUCCESSIVE AIRLINES**

Where your carriage is to be performed by us and other airlines in succession under one Ticket, or a Conjunction Ticket, it is likely to be regarded as a single operation for the purposes of the Warsaw Convention and the Montreal Convention. See Article 15.2 for limitations of our liability for such carriage.

## **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 Authorised 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 Authorised Agents, servants, employees and representatives will not be more than our own liability, if any.

**15.3.7** Nothing in these Conditions of Carriage:

**15.3.7(a)** gives up or waives any exclusion or limitation of our liability available under the Warsaw Convention, or the Montreal Convention or applicable local law unless otherwise expressly stated in writing by us; or

**15.3.7(b)** 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 gives up any defence available to us thereunder against any public social security body or any person liable to pay, or who has paid, compensation for the death, wounding or other bodily injury of a Passenger.

#### **15.4 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:

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

**15.4.2** For any proven damages up to the National Currency Equivalent of 100,000 SDRs (or, where the Montreal Convention is applicable, the National Currency Equivalent of 113,100 SDRs), any defence 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;

**15.4.3** We agree to make advance payments to you or your heirs subject to the following terms and conditions:

**15.4.3(a)** 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);

**15.4.3(b)** you are, or the person receiving payment is, entitled to compensation under applicable laws;

**15.4.3(c)** payments will be made only in respect of immediate economic needs;

**15.4.3(d)** 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;

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

**15.4.3(f)** 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;

**15.4.3(g)** 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 15.4.3(b) or he or she or the Passenger to whom the payment relates, caused or contributed to the Damage to which the payment relates;

**15.4.3(h)** payments will be off-set against any subsequent sums payable in respect of our liability under applicable laws;

**15.4.3(i)** 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;

**15.4.3(j)** the making of a payment will not constitute recognition or admission of liability by us;

**15.4.3(k)** 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), (h) and (j); and

**15.4.3(l)** save to the extent in conflict with any applicable law, and subject to payment of the minimum sum specified in Article 15.4.3(d) in the case of death, our decision in relation to the payment amount will be final.

## **15.5 Baggage**

**15.5.1** We will not be liable for Damage to Unchecked Baggage unless we caused the Damage by our negligence.

**15.5.2** We will not be liable for Damage to Baggage resulting from the inherent defect, quality or vice of the Baggage (for example, destruction of, or damage caused by or to, fragile, perishable and other items which you are prohibited from including in your Baggage by Articles 8.3 and 8.4). Likewise, we will not be liable for fair wear and tear of Baggage resulting from the usual and normal rigours of transportation by air (see also Article 8.7.6 regarding the suitability of your Baggage for transportation by air).

**15.5.3** 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.

**15.5.4(a)** The National Currency Equivalent of 332 SDRs (approximately US\$400) per Passenger applies to Damage to Unchecked Baggage where the Warsaw Convention applies to your carriage;

**15.5.4(b)** The National Currency Equivalent of 17 SDRs (approximately US\$20) 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;

**15.5.4(c)** The National Currency Equivalent of 1,131 SDRs (approximately US\$1780) 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;

**15.5.4(d)** 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.

**15.5.4(e)** 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.

**15.5.5** 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.

**15.5.6** 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.

**15.5.7** 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.

## **15.6 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. In the case of carriage governed by the Montreal Convention, our liability will be limited to the National Currency Equivalent of 4,694 SDRs. Where neither of those Conventions applies, we will have no liability to you for delay, except as provided in these Conditions of Carriage.

## **15.7 Advice to international Passengers on limitation of liability**

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

Where the Montreal Convention is applicable, the airline is liable for proven damages for death or personal injury, and certain defences to liability specified by that Convention will be inapplicable for damages not exceeding the National Currency Equivalent of 113,100 SDRs.

Where the Montreal Convention is not applicable, the conditions of carriage of many airlines (including Emirates, as specified in Article 15.4 above) provide that the liability for death or

bodily injury will not be subject to any financial limit defined by the Warsaw Convention and that, in respect of such damage up to a maximum of the National Currency Equivalent of 100,000 SDRs, any defence to liability based on proof that they have taken all necessary measures will not apply. Where no such provisions are included in the airline's conditions of carriage, please note that; (i) for such Passengers on a journey to, from or with an agreed stopping place in the USA, the Warsaw Convention and special contracts of carriage embodied in applicable Tariffs provide that the liability of certain airlines, parties to such special contracts, for death or personal injury to Passengers is limited in most cases to proven damages not to exceed US\$75,000 per Passenger, and that this liability up to such limit will not depend on negligence on the part of the airline; and (ii) for such Passengers travelling by an airline not a party to such special contracts or on a journey to which the Warsaw Convention applies which is not to, from or having an agreed stopping place in the USA, the liability of the airline for death or personal injury to Passengers is limited in most cases to US\$10,000 or US\$20,000; and (iii) some countries impose higher limits than those stated in (i) and (ii).

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

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

**Note:** The limit of liability of US\$75,000 specified in (i) above of this Article 15.7 is inclusive of legal fees and costs except that, in case of a claim brought in a state where a provision is made for separate award of legal fees and costs, the limit will be the sum of US\$58,000 exclusive of legal fees and costs.

## ***ARTICLE 16 — TIME LIMITS FOR BAGGAGE CLAIMS, PROCESSING OF BAGGAGE CLAIMS, AND TIME LIMITS FOR ALL ACTIONS FOR DAMAGES***

### **16.1 Time limit for Baggage claims**

**16.1.1** If you, or the person holding the Baggage Check and Baggage Identification Tag with your authority, receives Checked Baggage without complaint, the absence of complaint will be sufficient evidence that the Checked Baggage was received in good condition unless you prove otherwise.

**16.1.2** If you want to claim compensation from us for Damage to Checked Baggage, you must notify us as follows.

**16.1.2(a)** if the Damage to Checked Baggage is physical in nature you must notify us in writing within 7 Days of receipt of the Checked Baggage;

**16.1.2(b)** if the Damage consists of total or partial loss of Checked Baggage you must notify us in writing within 7 Days of the date the Checked Baggage arrived or should have arrived;

**16.1.2(c)** if you want to claim compensation from us for delay of Checked Baggage, you must notify us in writing within 21 Days from the date the Baggage was placed at your disposal.

## **16.2 Processing of Baggage claims**

**16.2.1** All claims for compensation for Damage to Baggage must be accompanied by an itemised list identifying each affected item by description, manufacturer and age, together with proof of purchase or ownership for all such items. Proof of purchase will not be required in relation to any item which costs less than US\$5 (or National Currency Equivalent), or is more than 5 years old and has a claims value of less than US\$50 (or National Currency Equivalent).

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

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

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

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

**16.2.6** Failure by you to fully comply with the relevant requirements of Article 16.2 may adversely affect the amount of any compensation to which you may be entitled.

## **16.3 Time limit for all actions for damages**

You will have no right to compensation for any Damage if an action is not brought within 2 years of the date of your arrival at the place of destination, or the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped.

## **ARTICLE 17 — 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.

## **ARTICLE 18 — INTERPRETATION**

**18.1** 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.

**18.2** 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.

**18.3** All dates and periods of time referred to in these Conditions of Carriage will be ascertained in accordance with the Gregorian calendar.

**18.4** 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.

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