

GENERAL CONDITIONS OF CARRIAGE FOR PASSENGERS AND BAGGAGE



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ARTICLE 1: DEFINITIONS USED IN OUR CONDITIONS OF CARRIAGE

We use certain defined terms and expression in our Conditions of Carriage the meaning of which is as follows:

Term	Definition
Agreed Stopping Places	means those places, except the place of departure and the place of final destination, set forth in the Ticket or shown in our timetables as scheduled stopping places on your route as contractually agreed stopping places.
Airline Designator Code	means the two or three letter or character code used to identify particular airline operators.
Authorised Agent	means a passenger sales agent who has been appointed by us to sell to passenger flight tickets and other services for and on our behalf.
Baggage	means your personal property accompanying you on your trip. Unless otherwise specified, it includes both your Cabin and Hold Baggage.
Baggage Receipt	means the receipt we issue for Hold Baggage that you have checked in for carriage.
Baggage Identification Tag	means a document issued solely for identification of Hold Baggage.
Banning Notice	means a written notice we have given to you informing you that you are banned from being carried on a flight or all flights in our route network.
Boarding Pass	means the paper or electronic document that we issue to you as evidence that you have checked-in for your flight.
Cabin Baggage	means any of your Baggage other than Hold Baggage including all items brought by you into the aircraft cabin.
Carrier	means an air carrier other than ourselves, whose Airline Designator Code appears on your Ticket or on a Conjunction Ticket.
Codeshare	means a flight where the Airline Designator Code in the flight number is not the Airline Designator Code of the Carrier operating the aircraft.

Conditions of Carriage	means these conditions of carriage or another carrier's conditions of carriage as the case may be.
Conditions of Contract	means other rules, regulations, policies, notices and conditions contained in your Ticket or delivered with your Itinerary Receipt which incorporate by reference these Conditions of Carriage and other notices.
Connecting Flight	means a subsequent flight providing onward travel on the same Ticket, on a different ticket or on a Conjunction Ticket.
Conjunction Ticket	means a ticket issued to you with relation to another Ticket which together constitute a single contract of carriage.
Damage	means death or wounding of a Passenger, or any other bodily injury suffered by a Passenger, caused by an accident on board the aircraft or during any of the operations of embarking or disembarking. It also means damage sustained in the event of the destruction or the total or partial loss of or damage to Baggage which occurs during carriage by air. Additionally, it means damage occasioned by delay in the carriage by air of Passengers or Baggage.
Days	means calendar days, including all seven days of the week; provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted; and provided further that for purposes of determining duration of validity the day upon which the Ticket is issued, or the flight commenced, shall not be counted.
Event Beyond Your Control	means an unusual and unforeseen circumstance which you cannot control and the consequences of which you could not have avoided.
Excess Baggage	means any Cabin Baggage or Hold Baggage in excess of the applicable allowance for Baggage on your Ticket.
Force Majeure	means unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised.
Hold Baggage	means Baggage which has been checked-in and which we take sole custody and for which we have issued a Baggage Receipt.
Itinerary Receipt	means a document or documents we issue to Passengers that contains the Passenger's name, information on flight(s) and notices.

Late-Show	means a Passenger showing up at the check-in counter or boarding gate later than the time we published in the Airport Information page of our website (www.greaterbay-airlines.com).
Montreal Convention	means the Montreal Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Montreal, 28 May 1999.
Passenger	means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also definition of "you", "your" and "yourself").
SDR	means a Special Drawing Right as defined by the International Monetary Fund. It is an international unit of account based upon the values of several leading currencies. The currency values of the Special Drawing Right fluctuate and are re-calculated each banking day. These values are known to most commercial banks and are reported regularly in leading financial journals as well as the website of the International Monetary Fund (www.imf.org).
Stopovers	means a scheduled stop on your journey, at a point between the place of departure and the place of destination.
Successive Carriers	means one of several carriers which performs carriage under one ticket or under a ticket and any conjunction ticket issued in connection therewith, which is regarded as a single operation for purposes of determining the applicability of the Montreal Convention to the transportation.
Tariffs	means the published fares, charges and/or related conditions of carriage of an airline filed, which have been filed where required, with the appropriate authorities.
Ticket	means the paper or electronic document delivered to the Passenger, in each case issued by us or on our behalf and includes the Conditions of Contract and notices.

Warsaw Convention	<p>means whichever of the following instruments are applicable:</p> <p>the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929; or</p> <p>the Warsaw Convention as amended at The Hague on 28 September 1955; or</p> <p>the Warsaw Convention as amended by Additional Protocol No. 1 of Montreal (1975); or</p> <p>the Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975); or</p> <p>the Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975); or</p> <p>Guadalajara Supplementary Convention (1961) (Guadalajara).</p>
Unaccompanied Minors	<p>means Passengers between the age of 6 up to 18 years old who travel on our flights without their parent or guardian.</p> <p><i>For the avoidance of doubt, Greater Bay Airlines Company Limited do not provide Unaccompanied Minors' services. Passengers at the age of 6 and up to the age of 12 must be accompanied by an adult Passenger who is at least 18 years old.</i></p>
We, Our, Us	means Greater Bay Airlines Company Limited.
You, Your, Yourself	Means any person, except members of the crew, carried or to be carried in an aircraft with our consent (see also definition for Passenger).

ARTICLE 2: WHEN OUR CONDITIONS OF CARRIAGE APPLY

2.1 GENERAL

- 2.1.1 Except as provided in Articles 2.4 and 2.5, these Conditions of Carriage apply to all flights operated by us and in any case where we have a legal liability to you in relation to your flight.
- 2.1.2 Unless we tell you otherwise, these Conditions of Carriage also apply to gratuitous (free of charge) and reduced fare carriage as well as any flights purchased under the terms of any frequent flyer loyalty scheme that we may offer to our Passengers. In case of disputes, Greater Bay Airlines Company Limited reserves the rights of final decision.

2.2 CHARTER OPERATIONS

If carriage is performed by us under any charter agreement (which means an aircraft hiring agreement), these Conditions of Carriage shall apply unless you are otherwise advised by us or the charterer (the person who hired our aircraft) of the flight prior to boarding our aircraft.

2.3 CODESHARES

For commercial and operational reasons, we may from time to time make Codeshare arrangements with other carriers. This means that even if you have a reservation with us and hold a Ticket where our name or Airline Designator Code is indicated as the Carrier, another carrier may operate the aircraft, or other types of non-air transportation. Passengers travelling on Codeshare flights will be subject to terms and conditions of that operating carrier. These terms might differ from our Conditions of Carriage on subjects such as check-in times, Baggage acceptance and allowance, Unaccompanied Minors etc. If such arrangements apply we will advise you of the name of the other carrier operating the aircraft at the time you make a reservation.

2.4 OVERRIDING LAW

- 2.4.1 These Conditions of Carriage apply to the extent that they are not inconsistent with any laws that apply to your carriage. In the event of any inconsistency those laws shall prevail.
- 2.4.2 Your flight is subject to the rules and regulations governing our liability to you as set out in any of the applicable international air law Conventions, unless your flight is not considered 'international carriage' under the Conventions.
- 2.4.3 If any of these Conditions of Carriage is invalid, illegal or unenforceable, it will be read down to the extent necessary to ensure that it is not invalid, illegal or unenforceable. If that is not possible, those terms will be severed from the Conditions of Carriage and the other conditions will remain valid.

2.5 CONDITIONS PREVAIL OVER OUR OTHER RULES & REGULATIONS

Except as provided in these Conditions of Carriage, in the event of inconsistency between these Conditions of Carriage and any other rules and regulations we may have, dealing with for example Unaccompanied Minors, passengers with reduced mobility and other subjects, these Conditions of Carriage shall prevail to the extent of any inconsistency.

ARTICLE 3: TICKETS

3.1 TICKET ISSUANCE AND USE

- 3.1.1 Unless otherwise required by law, our Tickets will be generated and issued electronically.
- 3.1.2 Only Passengers named on the Ticket will be allowed to take the flight and they will be required to produce appropriate proof of identity before travel. It is therefore important that all Passengers' names are spelt correctly when making the reservation and that the name on your Ticket matches the name on your travel document.

- 3.1.3 You cannot transfer your Ticket. If someone else presents your Ticket for travel and we discover that that person is not you, we will refuse to carry that person. If we, acting reasonably, do not discover that the person is not you and as a result either carry the person or give them a refund, we will not be obliged to replace your Ticket nor will we be liable to provide you with a refund.
- 3.1.4 Subject to payment of our applicable amendment charges, we will accept minor name changes to correct a mistake for the same Passenger. This can be done through our customer services. We reserve the right to refuse the change to the Ticket if we reasonably believe that you are trying to transfer the Ticket to someone else.
- 3.1.5 Except for our flexible fare Tickets and certain other types of fare, our Tickets, fees and charges are non-refundable. If you therefore cancel, miss, or do not take your flight you will not receive a refund, unless otherwise required by applicable law or agreed by us in accordance with Article 11 of these Conditions of Carriage. We recommend that you have appropriate travel insurance should you have to cancel your Ticket.
- 3.1.6 If you have a non-refundable Ticket which is completely unused, and you are prevented from travelling due to an Event Beyond Your Control, we will at our discretion provide you with a credit note (for use within 6 months of its issuance or later as we may reasonably determine) in the amount paid, less any applicable administrative fees and charges, for the Ticket for future travelling on us, provided that you advise us in writing with supporting evidence within two (2) days from the date on which the Event Beyond Your Control occurred.
- 3.1.7 The Ticket is and shall remain the property of us or the issuing Carrier.

3.2 PERIOD OF VALIDITY

- 3.2.1 Unless the applicable Tariffs provide otherwise, your Ticket will be valid for 12 months after the date it is first issued if no part of the Ticket has yet been used.
- 3.2.2 When you are prevented from travelling within the period of validity of the Ticket because we either cancel your flight, delay your flight to the extent that you must cancel your entire trip, no longer fly to an Agreed Stopping Place as a Stopover on your original itinerary or are otherwise unable to supply you with a confirmed seat on a given flight, the validity of your Ticket will be extended to enable you to complete your journey at a later date. Alternatively, you may be entitled to a refund in accordance with Article 11.
- 3.2.3 When you are prevented from travelling within the period of validity of the Ticket due to illness, we may extend the period of validity of your Ticket until the date when you become fit to travel. This will be subject to you providing evidence such as a valid medical certificate. If your Ticket includes one or more Stopovers then the validity of such Ticket may be extended for not more than three months from the date shown on such certificate. In such circumstances, we will similarly extend the period of validity of Tickets of other members of your immediate family accompanying you.
- 3.2.4 In the event of death of a Passenger en route, the Tickets of the persons accompanying the Passenger may be modified by waiving any restrictions and extending the validity. In the event of a death in the immediate family of a Passenger who has commenced travel, the validity of the Passenger's Tickets and those of his

or her immediate family who accompanied the Passenger may likewise be modified. Any such modification shall be made upon receipt of a valid death certificate and any such extension of validity shall not be for a period not longer than forty-five (45) Days from the date of the death.

3.3 FLIGHT ITINERARY SEQUENCE

- 3.3.1 The Ticket you have purchased is valid only for the transportation in the sequence as shown on the Ticket, from the place of departure via any Agreed Stopping Places to the final destination in the service class and on the dates and times that have been set out in your Itinerary Receipt or Ticket. This is how we calculate the overall price of your Ticket. Subject to any Tariffs, you are not permitted to alter the sequence of travel on the Ticket without our agreement. Your Ticket will be deemed invalid and we will not honour the Ticket if the Ticket is not used in the sequence of travel provided on the Ticket or you commence your journey at any Stopovers or Agreed Stopping Places and you will not be able to travel.
- 3.3.2 Should you wish to change any aspect of your trip with us you must contact us in advance. The fare for your new Ticket will be subject to payment of any applicable fees, taxes and fare adjustment charges. You will be given the option of accepting the new price or maintaining your original Ticket. Should you be required to change any aspect of your transportation due to Event Beyond Your Control, you must contact us as soon as practicable and we will use reasonable efforts to transport you to your next Stopover or final destination, without recalculation of the fare.

3.4 OUR NAME AND ADDRESS

Our name may be abbreviated to our Airline Designator Code on our Ticket. Our address is 12 Floor, One Citygate, Tung Chung, Lantau Island, Hong Kong. For any queries or complaints, you can write to us or contact our customer services on (852) 3956-6166 or by email at enquiries@greaterbay-airlines.com

ARTICLE 4: STOPOVERS

- 4.1 Subject to applicable government rules and regulations and our Conditions of Carriage, you may be able to include Stopovers at Agreed Stopping Places at the time or after having made a reservation with us.
- 4.2 Any Stopovers must be arranged with us or another Carrier (if part of a Codeshare) in advance and specified on your Ticket. We reserve the right to change Stopovers or Agreed Stopping Places for operational reasons, adverse weather-related diversions or due to medical or other emergencies.

ARTICLE 5: FARES, TAXES, FEES AND CHARGES

5.1 FARES AND OTHER CHARGES

The fares for your Ticket apply only for carriage from the airport at the point of origin to the airport at the point of final destination in accordance with any Tariffs or our applicable rules and policies. Unless otherwise expressly stated, our fares do not include land (road, rail) and maritime transport service (boat, ferry) between airports and between airports and town terminals.

5.2 CHARGES, SURCHARGES, FEES AND TAXES

5.2.1 Applicable charges, fees and taxes not included in the fare that are imposed on us or on you, collected by us on behalf of governments or other authorities, or by airport operators, shall be payable by you. At the time you purchase your Ticket, you will be advised of charges, fees and taxes not included in the fare, most of which will normally be shown separately on the Ticket. The charges, fees and taxes imposed on air travel are constantly subject to change and can be imposed after the date of Ticket issuance. If there is an increase in the charge, fee or tax shown on the Ticket, you will be obliged to pay it. Likewise, if a new charge, fee or tax is imposed after Ticket issuance, you will be obliged to pay it. In the event any charges, fees or taxes which you have paid to us at the time of Ticket issuance are abolished or reduced such that they no longer apply to you, a lesser amount is due, or you cancel your Ticket, you will be entitled to, subject to applicable laws, claim a partial or full refund of unused charges, fees and/or taxes (as the case may be) without being subject to any administration fees.

5.2.2 Certain additional charges, surcharges or fees imposed by us or by another Carrier shall also be payable by you. Such charges, surcharges or fees will normally be incurred at the time you purchase your Ticket and may be refunded at our absolute discretion or in accordance with any applicable rules or policies that we may have published and, in either case, subject to the payment of any administrative fees as we may determine from time to time as applicable to such refund. As such charges, surcharges or fees are subject to change, we reserve the right, except as limited by applicable law, to require you to pay new charges, surcharges or fees (or increases to existing ones) at any time up until the flight to which the relevant charges, surcharges or fees may apply has been fully performed.

5.3 CURRENCY

Fares, taxes, fees and charges are payable in Hong Kong Dollars (HKD), Chinese Yuan (RMB) or the currency of the country in which the Ticket is issued, unless another currency is indicated by us or our Authorised Agents, at or before the time payment is made (for example, because of the non-convertibility of the local currency). We may, at our discretion, accept payment in another currency such as United States Dollars (USD), Euros (EUR) or Pound Sterling (GBP).

ARTICLE 6: RESERVATIONS

6.1 RESERVATION REQUIREMENTS

- 6.1.1 When you make a flight booking with us through any online platform such as our website or any mobile apps or via an Authorised Agent, it will be treated as an offer to contract with us. That offer is only accepted by us, and a contract formed, when we record the reservation in our systems and generate an Itinerary Receipt. If you try to book but for any reason this fails and does not generate an Itinerary Receipt, you will not have a valid reservation with us.
- 6.1.2 Your Itinerary Receipt will be sent to you by email or mobile notification by us or the Authorised Agents. Please check all the details carefully. You should contact our customer services or the Authorised Agents if anything is incorrect.
- 6.1.3 If you think you have made a reservation but have not received an Itinerary Receipt or Ticket, please contact our customer services.
- 6.1.4 Certain fares have conditions which limit or exclude your right to change or cancel reservations. You should check the conditions that apply to your fare and we accept no responsibility for your failure to do so.

6.2 TICKETING TIME LIMITS

If you have not paid for the Ticket prior to the specified ticketing time limit as advised by us or our Authorised Agents, we may cancel your reservation. For most of our fares, you will be required to make payment immediately to us or to our Authorised Agent in order for us to confirm your reservation and issue an Itinerary Receipt and Ticket. Certain fares allow for payment at a later date within the specified time limit. Please check the conditions of your fare.

6.3 PERSONAL INFORMATION

- 6.3.1 We collect and process personal information about you which includes health information, if necessary, for the following purposes:
 - To provide our products and services to you,
 - To contact you about and process the arrangements for your trip,
 - To allow you to participate in our frequent flyer schemes and loyalty programs,
 - To conduct marketing activities and market research,
 - To enable immigration and customs control, security, administrative and legal purposes.
- 6.3.2 You consent to the collection, use and disclosure of your personal data as described in this Article 6.3. If you do not provide your personal information to us, we may not be able to provide the services requested.

- 6.3.3 For these purposes, you therefore authorise us to retain your personal information and to disclose your personal information to other Carriers (in the event of a Codeshare) travel service providers, organisations which provide services to us, such as collecting commissions, credit and other payment card companies, various law enforcement agencies and governments around the world for security, healthcare and disease control, customs, emergency and immigration purposes.
- 6.3.4 You may be required by government regulations or laws to provide specific personal information to us, including information to enable you to travel to other countries or to enable us to notify family members in the event of an emergency.
- 6.3.5 You can access the personal information we hold about you and ask for correction of your personal information by contacting us at 12 Floor One Citygate, Tung Chung, Lantau, Hong Kong.

6.4 SEATING

- 6.4.1 We operate an allocated seating system on all of our flights. You can select seats free of charge or for a fee, depending on your fare type, at the time of making a reservation or afterwards on one of our online platforms, such as our website or mobile apps, through our customer services, or one of our customer representatives at the Airport. The seat fees will vary depending on the seat category, the specific flight and when the seat is selected. Some of our Tickets include free of charge seat selection, as shown at time of reservation. All seats are subject to availability at the time you wish to select the seats for your flight. If you choose to pre-select a seat on your flight, you must do so for all Passengers on your reservation.
- 6.4.2 If you choose not to pre-select a seat we will allocate one for you automatically, based on your class of travel, when you check in. Our system will try to allocate you seats close to other Passengers on your reservation, but this depends on availability and cannot be guaranteed.
- 6.4.3 All seats fees are non-refundable. If you change your flight, your original seat will be forfeited, and you may consider buying a new seat on your new flight.
- 6.4.4 Seat fees will be refunded if we cancel your flight and the refund application will be available at our website or through your travel agency.
- 6.4.5 For safety reasons, some seats are restricted and are not suitable for all Passengers. We may also need to change your seat at any time, even after you have boarded the aircraft, for operational, safety, security or other reasons e.g. if for aircraft weight and balance reasons certain rows of seats need to remain empty on a particular flight or if the seat or its in-flight entertainment system is damaged or malfunctions. If we need to change your seat selection or are unable to honour that seat selection by providing a seat in the same or higher category that you have purchased, then we will refund the seat fee.

6.5 PASSENGERS NEEDING SPECIAL ASSISTANCE

- 6.5.1 If any Passengers have special assistance requirements in relation to a disability or a medical condition, please add any requests for special assistance either at the time of making your reservation or afterwards as soon as possible so that we have adequate time to make appropriate arrangements. We can then inform the relevant airport teams of your requirements in advance of your travel. No charge will be made to you for the provision of such services.
- 6.5.2 We will assist Passengers with a disability in reaching those locations where arrangements have been made to provide for your specific requirements. Please let us know of your special requirements at least 48 hours before the departure time of your flight. We will nevertheless use reasonable efforts to accommodate your special requirements in any event.
- 6.5.3 We may require that you travel with an attendant if it is essential for safety or you are unable to physically assist in your evacuation from the aircraft or you are unable to understand safety instructions.
- 6.5.4 We do not accept passengers who require a stretcher to travel on our flights.
- 6.5.5 We do not carry medical oxygen on our flights.

6.6 PREGNANT PASSENGERS AND INFANTS

Pregnant Passengers

- 6.6.1 If you wish to travel whilst you are pregnant then the following conditions will apply based on the term of your pregnancy and how many children you are expecting:
 - a) Unless you advise us that your pregnancy is complicated or high-risk, then we do not require a medical certificate for travel with us within the first **27 weeks and 6 days** of a single pregnancy and/or a known multiple pregnancy.
 - b) For travel with us after the first **28 weeks** of your pregnancy you will need to carry a valid certificate or letter from your doctor or midwife (with their signature, chop or stamp) which confirms:
 - i) your name, the number of weeks of your pregnancy, the date when your or baby is due;
 - ii) whether it is a single or multiple pregnancy;
 - iii) that there are no complications with your pregnancy; and
 - iv) that you are “fit to fly”.
 - c) provided that there are no complications with your pregnancy you can travel up to the end of the **35th week** of your pregnancy for single pregnancies or up to the end of the **31st week** of your pregnancy for multiple pregnancies.

- d) medical clearance will otherwise be required if you are having complications with your pregnancy.
- 6.6.2 The medical certificate must be issued within seven (7) days of Departure. An e-Certificate for pregnant Passenger will also be accepted. The medical certificate must be in either English or Chinese.
- 6.6.3 Pregnant passengers cannot be seated in an emergency exit seat.
- 6.6.4 You must complete our release and indemnity form when you check in or arrive at the airport.

Infants

- 6.6.5 We only accept on board our flights infants who are more than seven (7) days' old. Infants are those passengers who are aged between 7 days to two (2) years old at the date of travel.
- 6.6.6 A parent or guardian (aged 18 or above) must travel with the infant and each parent or guardian may bring a maximum of two (2) infants. Infant tickets will not give you an additional seat. Please see our applicable fares and charges for Infant Tickets.
- 6.6.7 One of the maximum two travelling infants must be at least six (6) months old and will be seated in an individual seat. A Child Restraint Seat or Child Aviation Restraint System (CARES) harness must be used to secure that infant to the seat. You must bring your own personal Child Restraint Seat or CARES harness which you will fasten to the seat. The other travelling infant if under six (6) months old must be seated in a bassinet (if available) or on your lap with the infant seat belt provided by the crew.
- 6.6.8 The requisite safety device (Child Restraint Seat, harness, CARES harness or seat belt extension) must meet applicable safety and specifications for travel on our flights. Please check with us before you travel. You are responsible for the installation of the requisite safety device on the seat.
- 6.6.9 Not all of our flights will have bassinets available. For flights that do have bassinets, we will only have a limited number of them. Please contact us in advance if you want a bassinet when you make your reservation with us.

6.7 IN FLIGHT SERVICES

- 6.7.1 We shall endeavour to provide Passengers with a range of quality in-flight services on all of our flights.
- 6.7.2 For operational reasons however, we cannot guarantee the provision or availability of any of these services. If you have purchased any in-flight services in advance that are subsequently unavailable, we will refund that payment to you.

6.8 RECONFIRMING YOUR RESERVATION

Before your flight we advise you to check our online platforms, such as our website or mobile apps for any schedule changes to your Ticket. We do not require you to reconfirm your reservation with us. However, you may need to reconfirm your reservation with any other Carriers involved in your journey (i.e. if a Codeshare

arrangement). You are responsible for checking and complying with the reconfirmation requirements of those other Carriers.

6.9 IF YOU ARE LATE OR DO NOT SHOW UP FOR YOUR FLIGHT

- 6.9.1 Subject to the applicable fare rules for your Ticket, in the event of Late-Show or if you do not show up for a flight, no refund will be provided to you by us.-

ARTICLE 7: CHECK-IN AND BOARDING

- 7.1 You can check in for your flight online in advance of travel when able to do so in accordance with the terms of your Ticket. If you are travelling without Hold Baggage, then we recommend that you check in online before you travel. Even if you have already checked in online, you must still allow enough time to complete any government formalities and airport security procedures and to get to your departure gate on time.
- 7.2 You must check in at the airport if you are travelling with Hold Baggage so please also allow extra time to check in your Hold Baggage before clearing security and getting from our check-in/ bag drop counters to your departure gate on time. Procedures may vary at different airports and for particular flights. It is your responsibility to ensure that you comply with these formalities and procedures.
- 7.3 The check-in times and gate closure times are based on specific airport requirements and are available from our website, our customer agents and displayed on public information screens at the airport, but for operational reasons they may change. Please check flight information updates at the airport for any gate changes and revised gate closure times. Please help us get your flight away on time and ensure you are at the boarding gate by the time specified.
- 7.4 We may cancel the space reserved for you if you fail to arrive at the boarding gate in time or if you fail to present required travel documents as provided in Article 14.2.
- 7.5 We will not be liable to you for any loss or expense incurred due to your failure to comply with the provisions of this Article.

ARTICLE 8: REFUSAL OF AND LIMITATION ON CARRIAGE

8.1 RIGHT TO REFUSE CARRIAGE

- 8.1.1 In the reasonable exercise of our discretion, we may refuse to carry you or your Baggage (even if you hold a valid Ticket and/or have a Boarding Pass) if we have notified you in writing that we would not at any time after the date of such notice carry you on our flights. In this circumstance, you will be entitled to a refund as provided in Article 11.3.
- 8.1.2 We may also refuse to carry you or your Baggage or remove you from a flight if you have already boarded, without any liability on our part, if one or more of the following have occurred or we reasonably believe may occur:
- a) you or your Baggage may put the safety of the aircraft or the health or safety of any person in the aircraft or airport in danger or at risk;

- b) your mental or physical state, including your impairment from alcohol or drugs, presents a safety or health hazard or risk to yourself, to passengers, to crew, or to property or may materially affect the comfort of other Passengers or crew;
- c) you require specific assistance outside the services that we can reasonably offer to people with a disability;
- d) you have committed a criminal offence when reserving your Ticket, the check-in or boarding process, at the airport or on board the aircraft;
- e) you have refused to submit to a security check for yourself or your Baggage, or having submitted to such a check, you fail to provide satisfactory answers to security questions at check-in or at the boarding gate or you tamper with or remove any security seals or stickers on your Baggage;
- f) you have not observed our instructions with respect to safety or security, either on board or at the airport.
- g) you have not observed our instructions or those of the Hong Kong Government and/or a local Port Health Department or the World Health Organization or the International Civil Aviation Organization with respect to the health of other passengers or crew. This includes any pre-travel communicable disease testing requirements, vaccine records, the need to wear a mask throughout your journey where required by law, and specific documents you must bring if you have a medical exemption;
- h) you have caused harm to, injured, or used threatening, abusive, insulting, discriminatory, obscene or lewd language or behaviors towards a member of our staff, Ground Crew or any Passengers
- i) you have made a bomb threat or other security threat;
- j) you have a medical illness or condition that requires a certificate from your doctor confirming your fitness to fly and/or confirming an exemption from the need to wear a mask, and you do not present a valid certificate, or otherwise you do not satisfy us that you are fit to fly;
- k) you do not appear to have valid travel documents, may seek to enter a country through which you may be in transit, or for which you do not have valid travel documents, or destroy your travel documents during flight or refuse to surrender your travel documents to members of the flight or cabin crew, against receipt, when so requested;
- l) you present a Ticket that has been acquired unlawfully, or has been purchased from an entity other than us or our Authorised Agents or has been reported as being lost or stolen; or is a counterfeit ticket; or you cannot prove that you are the person named in the Ticket. We reserve the right to retain such Ticket;
- m) you fail to comply with the requirements set forth in Article 3.3 above concerning travelling on flights in the right chronological order (coupon sequence) and use, or you present a Ticket which has been issued or altered in any way, other than by us or our Authorised Agents, or the Ticket is mutilated;

- n) such action is necessary in order to comply with any applicable government laws, regulations, or orders;
- o) you refuse our requests for information about yourself including information required by governments; or
- p) you are the subject of a Banning Notice with us or any other Carrier.

8.2 CONSEQUENCES OF REFUSAL TO CARRY OR REMOVAL OF PASSENGER (BANNING NOTICES)

- 8.2.1 If you are refused carriage for any of the reasons outlined in Article 8.1 above then we reserve the right to cancel your Ticket and any subsequent flights on your Itinerary Receipt (without any obligation to refund you).
- 8.2.2 We may also issue you with a Banning Notice. Under a Banning Notice, you are banned from all flights we operate. The Banning Notice will give the date when the ban comes into force and the period for which it applies. A Banning Notice will also ask you not to buy a Ticket or ask or allow anyone to do so for you. If you try to travel whilst a Banning Notice is in force, we will refuse to carry you.

8.3 OVERBOOKING

- 8.3.1 Our flights may occasionally be overbooked on flights where seats would otherwise be empty so that we can reduce the impact of Passengers who do not show up.
- 8.3.2 If your flight is overbooked, we will notify Passengers at the airport (either at the check-in counters or at the departure gate) and look for volunteers who are willing to take a later flight or cancel their journey. In case there are not enough volunteers, we may need to deny boarding to one or more Passengers against their wishes including you.
- 8.3.3 Whilst we endeavour to accommodate the needs of all of our Passengers, depending on the circumstances, we will prioritise carriage for our elderly Passengers, families with babies and small children and passengers with disabilities. Thereafter, our decisions will be based on the different fare types associated with the Ticket.
- 8.3.4 If you are denied boarding due to an overbooking of our flight for which you have a valid Ticket and a confirmed reservation, you have checked in on time and complied with all applicable requirements for travel as set out in these Conditions of Carriage, then we will either:
 - a) offer you a seat on the next available flight on our services; or
 - b) refund in full your Ticket or any unused part of it,

and, depending on the applicable law, we may provide a monetary compensation or incentive as a result of the overbooking.

- 8.3.5 In the event of overbooking, we will also provide any assistance and care required by any law which may apply.

8.4 ITEMS REMOVED FROM PASSENGERS BY AIRPORT SECURITY PERSONNEL

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

8.5 SERVICE ANIMALS

Service animals accompanying a Passenger with disabilities will be carried free of charge in addition to the normal free baggage allowance, subject to conditions specified by us, which are available on request.

ARTICLE 9: BAGGAGE

9.1 FREE BAGGAGE ALLOWANCE

Depending on the type of Ticket you have purchased, you can carry a limited amount of Cabin Baggage on board or check in Hold Baggage free of charge provided it complies with our weight and size requirements and our Conditions of Carriage. The current allowances for Cabin Baggage and Hold Baggage are set out below. For more information about our Baggage policies please contact our customer services or visit our dedicated Baggage page.

9.2 HOLD BAGGAGE

- 9.2.1 When you check Hold Baggage in with us, we will issue you with a Baggage Identification Tag, for each piece of your Hold Baggage.
- 9.2.2 Hold Baggage must have your name, or other personal identification affixed to it.
- 9.2.3 Hold Baggage will whenever possible, be carried on the same aircraft as you, unless we decide for safety, security, or operational reasons to carry it on an alternative flight. If your Hold Baggage is carried on a subsequent flight we will deliver it to you, unless applicable law requires you to be present for customs clearance.
- 9.2.4 Your Ticket will identify the maximum allowable weight for checked-in Hold Baggage. Unless stated otherwise, the maximum weight allowances are subject to the fare type you have purchased.
- 9.2.5 The maximum weight of any single piece of checked-in Hold baggage 32 kg (70lb). Acceptance of any bag weighing more than 32 kg (70lb.) is subject to our prior approval and notification to us upon booking/reservation. Overweight items will be repacked or split into lighter units during check-in. Such items that cannot be repacked will not be accepted for carriage. In either case, we shall not be liable to you for any loss, damage or delay arising as a result of your failure to comply with the weight allowance and need to repack, split or decline to carry the overweight items.

- 9.2.6 Subject to Article 9.2.7 below, we will generally not accept any single piece of Hold Baggage that is more than 158cm (62") long in total dimension. The total dimension of your Hold Baggage can be measured by the sum of its width, height and length (L+W+H = 158cm or 62").
- 9.2.7 Notwithstanding the restriction set out in Article 9.2.6 above, we may accept Hold Baggage that:
- a) is more than 158cm but does not exceed 203cm in total dimension, subject to available aircraft hold capacity and payment of the requisite Excess Baggage charges; and
 - b) is more than 203cm but does not exceed a maximum 277cm in total dimension, subject to available aircraft hold capacity, payment of the requisite Excess Baggage charges and a minimum of twenty-four (24) hours' advance notice.
- 9.2.8 For the avoidance of doubt, no Hold Baggage with a total dimension that is more than 277cm will be accepted.

9.3 SPECIAL DECLARATION OF VALUE FOR HOLD BAGGAGE

Our liability to you for damage or loss of Hold Baggage in our possession is limited by the Conventions. However, provided we agree to permit a higher limit of liability and receive payment of a reasonable fee, you may declare that your Hold Baggage's value is higher than the applicable limit and recover a higher amount in the event that we damage or lose your Hold Baggage.

9.4 CABIN BAGGAGE

- 9.4.1 Your Ticket will identify the maximum allowable weight for Cabin Baggage. Each Passenger is allowed one (1) piece of Cabin Baggage with a maximum weight of 7kg and one additional personal item (i.e. handbag, camera or digital device) on board. Both items combined should not exceed the maximum dimensions.
- 9.4.2 The maximum dimensions of Cabin Baggage are 56+36+23cm (22"+14"+9").
- 9.4.3 In any event, Baggage which you carry onto the aircraft must fit under the seat in front of you or in an enclosed storage compartment in the cabin of the aircraft. If your Baggage cannot be stored in this manner, or is of excessive weight, or is considered unsafe for any reason, it must be carried as Hold Baggage.
- 9.4.4 We cannot carry oversized items which exceed a maximum weight or dimensions as set out in 9.4.1 and 9.4.2 unless they can travel in the aircraft hold. For operational reasons, oversized objects that are not suitable for carriage in the aircraft hold (delicate musical instruments e.g. cellos) will not be permitted in the cabin.

9.5 EXCESS BAGGAGE

- 9.5.1 If you arrive to check in with Baggage in excess of your allowance, we may either refuse to carry that Excess Baggage or we will allow you to carry Excess Baggage in return for payment of the applicable Excess Baggage fees before boarding.

- 9.5.2 If your Ticket includes travel with another Carrier as part of a Codeshare then you may be subject to additional charges for Excess Baggage from that Carrier.

9.6 PROHIBITED ITEMS

- 9.6.1 We will not carry, and you must not include in your Baggage or otherwise try to bring on board the following prohibited items:

- a) items which are prohibited by any applicable law from being carried on any aircraft;
- b) items listed as dangerous goods in your Ticket;
- c) items which are likely to endanger the aircraft or persons or property on board the aircraft, or that may become dangerous. More information is available in the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air, and the International Air Transport Association (IATA) Dangerous Goods Regulations;
- d) firearms and ammunition other than for hunting and sporting purposes. Firearms and ammunition for hunting and sporting purposes may be accepted as Hold Baggage provided we agree and all applicable laws and regulations are complied with. Firearms must be unloaded of all ammunition and suitably packed;
- e) weapons of any other type, including but not limited to knives, blades, or sharp items antique firearms, swords, knives and similar items may be accepted as Hold Baggage, at our discretion, but will not be permitted in the cabin of the aircraft;
- f) items we reasonably determine are unsuitable for carriage because they are dangerous or unsafe;
- g) any pungent or strong-smelling foodstuff such as durian fruit or seafood; and
- h) live animals (including pets, insects, reptiles, or any other form of livestock), with the exception of recognized service dogs (guide dogs and assistance dogs) for passengers with reduced mobility.

- 9.6.2 If we discover that you are carrying prohibited items, we may do whatever we consider appropriate and what is reasonable in the circumstances, including disposing of the item.

- 9.6.3 You must not include in your Hold Baggage, fragile or perishable items, artwork, cameras, money, jewellery, precious metals, silverware, computers, diving computers, personal electronic devices, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples.

- 9.6.4 Unless we are at fault, we will not be responsible for any loss or damage caused to any prohibited items if they are brought on board despite being prohibited items.

- 9.6.5 We may carry Excess Baggage on later flights, subject to your paying the applicable fees in accordance with Article 9.5.1.

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

9.7 RIGHT OF SEARCH

- 9.7.1 For reasons of safety and security we may request that you permit a search and scan of your person and a search, scan or x-ray of your Baggage. If you are not available, your Baggage may be searched in your absence for the purpose of determining whether you are in possession of or whether your Baggage contains any item described in Article 9.6.1 or any firearms ammunitions or weapons, which have not been suitably packed. If you are unwilling to comply with such requests, we may refuse to carry you and your Baggage.
- 9.7.2 In the event a search or scan causes damage to you, or an x-ray or scan causes damage to your Baggage, we shall not be liable for such Damage unless due to our fault or negligence.

9.8 COLLECTION AND DELIVERY OF BAGGAGE

- 9.8.1 Please collect your Hold Baggage as soon as it is made available at your destination or Stopover, provided that the Stopover is greater than 24 hours. For the avoidance of doubt, Hold Baggage will not be checked to an intermediate point when a passenger arrives at an intermediate point and is scheduled to depart within 24 hours after arrival, except where permitted under your Ticket. Should you not collect it within a reasonable time, we may charge you a storage fee. Should your Hold Baggage not be claimed within three (3) months from the time it is made available, we may dispose of it without any liability to you.
- 9.8.2 Only the bearer of the Baggage Receipt and Baggage Identification Tag, is entitled to delivery of Hold Baggage.

9.9 ANIMALS

Other than services animals for Passengers with disabilities in accordance with Article 8.5 above, we do not carry any other live animals on board our aircraft.

ARTICLE 10: SCHEDULES, CANCELLATION OF FLIGHTS

10.1 SCHEDULES

- 10.1.1 The flight times shown in our timetables may change between the date of publication and the date you actually travel on your Ticket. We do not guarantee the flight times and they do not form part of your contract with us.
- 10.1.2 It is possible we may need to change the scheduled flight time after we have issued your Ticket. If, after you purchase your Ticket, we make a flight time change of 6 hours or more to the scheduled flight time, which is not acceptable to you, and we are unable to book you on one of our alternate flights which is acceptable to you, you will be entitled to a refund in accordance with Article 11.

10.2 CANCELLATION, REROUTING, DELAYS, ETC.

10.2.1 We will take all necessary measures to avoid delay in carrying you and your Baggage.

10.2.2 Except as otherwise provided by the Warsaw Convention or the Montreal Convention or applicable law, if we cancel a flight, fail to operate a flight reasonably according to the schedule, fail to stop at your destination or Stopover destination, we shall, at your option, either:

- a) carry you at the earliest opportunity on another of our scheduled services on which space is available without additional charges and where necessary, extend the validity of your Ticket; or
- b) within a reasonable period of time re-route you to the destination shown on your Ticket by our own services or those of another Carrier, or by other mutually agreed means and class of transportation without additional charge. If the fare, and charges for the revised routing are lower than what you have paid, we shall refund the difference;
- c) or make a refund in accordance with the provisions of Article 11;

10.2.3 Upon the occurrence of any of the events set out in Article 10.2.2, except as otherwise provided by the Warsaw Convention or the Montreal Convention, the options outlined in Article 10.2.2 are the sole and exclusive remedies available to you and we shall have no further liability to you. In particular, if cancellations or delays are due to inclement weather or to air traffic control delays or other Force Majeure events, we shall be under no immediate obligation to comply with Article 10.2.2 or to provide at all for the cost of telephone calls, accommodation, refreshments or transportation, although we shall make reasonable efforts to assist you as best we can in the prevailing circumstances.

10.2.4 If we are unable to provide confirmed space, we shall provide monetary compensation to those Passengers who are denied boarding (unless the cancellation, rerouting or delay is as a result of a Force Majeure) or who are involuntarily downgraded to the class below in accordance with the applicable law.

10.3 TARMAC DELAY CONTINGENCY PLAN: PRC AIRPORTS

10.3.1 If your flight is delayed on departure or upon arrival into an airport in the People's Republic of China (PRC) then Article No.56 of 2016 of the Ministry of Transport of the PRC shall apply. Our aircraft will not remain on the tarmac for longer than three hours before allowing Passengers to disembark (subject to Article 10.5 below) from the aircraft unless the captain determines at his or her sole discretion that there is a safety or security related reason why the aircraft cannot be positioned to disembark Passengers, the airport authority or air traffic control prohibits disembarkation.

10.3.2 In the event of delay at any PRC Airport, we will provide simple refreshments, snacks and drinking water no later than two hours after the aircraft leaves the gate (in the case of a departure) or touches down (in the case of an arrival) unless we are unable to do so for safety or security reasons as determined by the pilot.

10.3.3 We will ensure operable lavatory facilities are available whilst the aircraft remains on the tarmac.

- 10.3.4 We will notify you periodically (no less than every 30 minutes) of the status of the delay, including the reasons and estimated time for the tarmac delay, if known.

10.4 TARMAC DELAY CONTINGENCY PLAN: KOREAN AIRPORTS

- 10.4.1 We will not delay a flight, with Passengers boarded, in the tarmac area of the airport for more than 4 hours, unless the pilot determines that the aircraft must be kept in the tarmac area:
- a) for reasons of safety or security (such as climate, government instructions, etc.); or
 - b) if returning to the boarding gate or having Passengers disembark at an area other than the boarding gate, may cause serious disruption to airport operations.
- 10.4.2 If delay in the tarmac area exceeds 2 hours, we will provide Passengers with simple refreshments, snacks and drinking water, unless we are unable to do so for safety or security reasons as determined by the pilot.
- 10.4.3 In case of delay in the tarmac area, we will inform Passengers of the cause of delay, and the current status, every 30 minutes.

10.5 TARMAC DELAYS: RIGHT TO DISEMBARK

- 10.5.1 The disembarkation of any Passenger will likely result in a security search of the aircraft cabin, that Passenger's seat and offloading of all their Baggage. Once disembarked, we cannot guarantee that you can re-board the aircraft afterwards.
- 10.5.2 If you choose to disembark then you will not be entitled to a refund of your Ticket. If as a result of disembarking you miss any subsequent flights on your Ticket, we will not be obliged to rebook you on a later flight, provide overnight accommodation, refreshments or ground transport.

ARTICLE 11: REFUNDS

11.1 GENERAL

If we agree or are obliged to refund your Ticket or any unused part of your Ticket in accordance with these Conditions of Carriage or any applicable law then the following terms will apply:

- a) we will refund either the person named in the Ticket, or the person who has paid for the Ticket upon presentation of satisfactory proof of such payment;
- b) if a Ticket has been paid for by a person other than the Passenger named in the Ticket, and the Ticket indicates that there is a restriction on refund, we shall make a refund only to the person who paid for the Ticket, or to that person's order;
- c) if you have purchased a Ticket via one of our Authorised Agents then you must seek a refund and any relevant monetary compensation to which the

Passenger is entitled in accordance with Articles 8.3.4 and 10.2.4 respectively) directly from that Authorised Agent in the first instance. If valid, we will then refund your Ticket through the Authorised Agent; and

- d) a refund made to anyone presenting the Itinerary Receipt and holding himself or herself out as a person to whom refund may be made shall be deemed a proper refund and shall discharge us from liability and any further claim for refund from you or from anyone else.

11.2 REFUNDS IF WE CANCEL, RE-ROUTE OR DELAY YOUR JOURNEY

If we cancel a flight, fail to operate a flight reasonably according to schedule, fail to stop at your final destination or Stopover, or cause you to miss a Connecting Flight on which you hold a reservation, the amount of the refund shall be:

- a) if no portion of the Ticket has been used, an amount equal to the fare paid;
- b) if a portion of the Ticket has been used, the refund will be the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used.
- c) Upon acceptance of a refund by the Passenger on the purchase of a ticket under these circumstances, we shall be released from any further liability.

11.3 REFUNDS FOR OTHER REASONS

If you are entitled to a refund of your Ticket for reasons other than those set out in Article 11.2 above, the amount of the refund shall be:

- a) if no portion of the Ticket has been used, an amount equal to the fare paid (in cash or equivalent value options i.e. miles or points in accordance with the terms of your Ticket), less any standard / applicable service charges or cancellation fees;
- b) if a portion of the Ticket has been used, the refund will be an amount equal to the difference (in cash or equivalent value options i.e. miles or points in accordance with the terms of your Ticket) between the fare paid and the applicable fare for travel between the points for which the Ticket has been used, less any standard / applicable service charges or cancellation fees.

11.4 RIGHT TO REFUSE REFUND

- 11.4.1 We may refuse a refund where application is made after the expiry of the validity of the Ticket.
- 11.4.2 We may refuse refund on a Ticket which has been presented to us, or to Government officials, as evidence of intention to depart from that country, unless you establish to our satisfaction that you have permission to remain in the country or that you will depart from that country by another Carrier or another means of transport.

- 11.4.3 We may refuse refund in the circumstances covered by Articles 8.1 or 8.2 of these Conditions of Carriage.

11.5 CURRENCY

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

ARTICLE 12: CONDUCT ABOARD AIRCRAFT

12.1 GOOD BEHAVIOUR ON BOARD

For a safe and pleasant flight for all our Passengers on board, you must comply with our crew members' instructions at all times, and in particular please:

- a) stow Cabin Baggage under the seat in front of you or in the overhead lockers;
- b) take care when you open overhead lockers, since Cabin Baggage may move during flight;
- c) keep your seatbelt fastened when seated;
- d) remain seated with your seatbelt securely fastened during turbulence;
- e) stay seated as directed, in particular while the aircraft is moving on the ground at the airport;
- f) do not smoke;
- g) only drink alcohol that we serve to you as part of our in-flight service. The consumption of alcohol purchased before boarding or duty free on board is prohibited during the flight;
- h) only use infant and child belts, straps and restraints as directed; and
- i) do not behave in a manner to which other passengers may object to or find inappropriate, disrespectful or offensive. As examples, do not shout, spit, press your legs into another passenger's seat or play music or watch a video without headphones.

12.2 DISRUPTIVE BEHAVIOUR

We take the comfort, safety and security of all our flights very seriously. If we reasonably consider it necessary, we may restrain you or remove you from any flight anywhere, for example if you:

- a) conduct yourself so as to endanger the safety of the aircraft or any person or property on board;
- b) obstruct, or fail to comply with any direction of any crew member;

- c) behave in a disorderly, unpredictable, unsafe, discriminatory or aggressive manner or in a manner to which another Passenger may reasonably object;
- d) interfere with a crew member who is performing his or her duties on board an aircraft; or
- e) tamper or interfere with the aircraft or its equipment.

12.2.1 In addition to being restrained or offloaded, you may be refused further carriage with us on any of the other flights on your Ticket or in the future (see Banning Notice). You may also be prosecuted for offences committed on board the aircraft.

12.2.2 If we divert the aircraft to an unscheduled destination as a result of your failure to comply with the requirements set out in these Conditions of Carriage or your conduct, you must pay us the reasonable costs of the diversion.

12.3 USE OF ELECTRONIC DEVICES ON BOARD

We may also ask you not to operate any electronic devices including mobile telephones and other cellular network enabled devices, laptop computers, recorders, radios, CD players, electronic games, laser products or transmitting devices, remote or radio controlled toys that could interfere with flight systems or the comfort of other Passengers or the Crew. If you fail to comply with our requests, we may retain the device until the end of the flight. Hearing aids and heart pacemakers are permitted.

ARTICLE 13: ARRANGEMENTS FOR ADDITIONAL SERVICES

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

13.2 If we are also providing surface (land or sea) transportation to you, other conditions may apply to such surface transportation. Such conditions are available from us and our Authorised Agents upon request.

ARTICLE 14: ADMINISTRATIVE FORMALITIES

14.1 GENERAL

14.1.1 It is your responsibility to check the relevant entry requirements for any country that you are visiting, including any immigration, security or quarantine restrictions or other public health obligations incumbent on arriving passengers. You must present us with all required passport, visas, health certificates and other travel documents needed for your journey.

14.1.2 You must obey all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which you transit.

- 14.1.3 If you are refused permission to enter a country and a government or government authority orders us to return you to your place of origin or remove you to another country, you must pay for any administrative fines, penalties, detention costs and the return or other fare. You also agree to indemnify us for any losses or expenses incurred as a consequence of your failure to comply with any laws, rules, regulations or other requirements and these Conditions of Carriage.
- 14.1.4 We will not refund the fare for carrying you to the place where you were denied entry but we may set off the value of any unused flights on your Ticket against the amount of that return or other fare.
- 14.1.5 We will not be liable to you (i) if you do not have the necessary passports, visas, health certificates and other travel documents; (ii) your passport, visa, health certificates or other travel documents are invalid or out of date; or (iii) you have not obeyed all relevant laws, regulations, orders, demands, requirements, rules or instructions.

14.2 TRAVEL DOCUMENTS

- 14.2.1 Prior to travel, you must present to us all exit, entry, health and other documents including passports and visas required by laws, regulations, orders, demands or requirements of the countries concerned. This also includes any pre-departure communicable disease testing, health certificates, vaccination records or arrival quarantine arrangements as may be required at the time of your travel. Whilst we conduct these inspections to ensure our compliance with applicable rules and regulations regarding travel documents, we are not responsible for the accuracy of these inspections since these are performed by referencing third-party lists or systems, which may be sometimes outdated due to delays in transmitting updates, revisions or changes by relevant authorities to that third-party list or system.
- 14.2.2 If we ask you must allow us to take and retain copies and deposit your passport or equivalent travel document with a member of the crew of the aircraft for safe custody until the end of the flight. We reserve the right to refuse carriage if you have not complied with these requirements, or your travel documents do not appear to be in order.

14.3 REFUSAL OF ENTRY

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

ARTICLE 15: SUCCESSIVE CARRIERS

Carriage to be performed by us and other Carriers under one Ticket, or a Conjunction Ticket is regarded as a single operation for the purposes of the Warsaw Convention and Montreal Convention. However, your attention is drawn to Art. 16.

ARTICLE 16: LIABILITY FOR DAMAGE

16.1 APPLICABLE RULES

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

16.2 OUR LIABILITY FOR DEATH OR INJURY TO PASSENGERS

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

- 16.2.1 We will not invoke any financial limit of liability available under the applicable law in defence of any claim for recoverable compensatory damages.
- 16.2.2 For any recoverable damages up to and including the sum of the equivalent of 151,880 SDRs with respect to claims to which the Montreal Convention applies and 100,000 SDRs in all other instances, we shall not exclude or limit our liability, including invoking any defence based upon 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.
- 16.2.3 Notwithstanding the provisions of 16.2.2, if we prove that the damage was caused by or contributed to by, the negligence or other wrongful act or omission of the injured or deceased passenger or of the legally entitled person claiming compensation we may be exonerated wholly or partly from our liability in accordance with applicable laws.
- 16.2.4 To the extent that recoverable damages under this Article may potentially exceed 151,880 SDRs with respect to claims to which the Montreal Convention applies and 100,000 SDRs in all other instances, they will be reduced either partially or wholly if we prove that the damage
 - (a) was not due to the negligence or other wrongful act or omission of us or our agents; or

- (b) was solely due to the negligence or other wrongful act or omission of a third party.

16.2.5 We are not responsible for any illness, injury or disability, including death, attributable to your age, mental or physical condition or for the aggravation of such condition.

16.3 OUR LIABILITY FOR DAMAGE TO BAGGAGE

16.3.1 We are not liable for Damage to Cabin Baggage (other than Damage caused by delay which is covered by Article 16.4 below) unless the Damage was caused by our negligence or the negligence of our agents.

16.3.2 We will not be liable for Damage to Baggage resulting from the inherent defect, quality or vice of the Baggage. Likewise, we will not be liable for fair wear and tear of Baggage resulting from the usual and normal rigours of transportation by air.

16.3.3 With respect to claims to which the Warsaw Convention applies, our liability in the case of Damage to Hold Baggage shall be limited to 17 SDRs per kilogram and in the case of Damage to Cabin Baggage 332 SDRs per passenger, or any higher sum agreed to by us pursuant to Article 9.3 for Hold Baggage.

16.3.4 With respect to claims to which the Montreal Convention applies, our liability for damage to both Cabin and Hold Baggage, including Damage caused by delay is limited to 1,519 SDRs per Passenger or any higher sum agreed to by us pursuant to Article 9.3 for Hold Baggage.

16.3.5 Where either the Warsaw Convention or Montreal Convention applies the limits of liability mentioned in Articles 16.3.3 and 16.3.4 will not apply if you are able to prove that the Damage resulted from an act or omission by us or our agents carried out either;

- (a) with the intention of causing Damage; or

- (b) recklessly and with actual knowledge that Damage would probably result,

and you prove that our employees or agents responsible for the act or omission were acting within the scope of their employment.

16.3.6 The limit of liability for Damage to both Cabin and Hold Baggage established by local law applies to your Baggage where local law applies to your journey instead of the Warsaw Convention or the Montreal Convention.

16.3.7 The limit of liability for Damage to both Cabin and Hold Baggage specified in 16.3.3 applies to Damage to Cabin Baggage and Hold Baggage respectively where neither the Warsaw Convention nor the Montreal Convention applies to your carriage and no limit of liability is established by applicable local law.

16.3.8 You may wish to make a special declaration of value (see Article 9.3) for Hold Baggage or buy yourself additional insurance to cover instances where the actual

value or replacement cost of your Hold Baggage or Cabin Baggage exceeds our liability.

- 16.3.9 If the weight of the Baggage is not recorded on the Baggage Receipt, it is presumed that the total weight of the Hold Baggage does not exceed the applicable free baggage allowance for the class of carriage concerned, as provided in your Ticket.
- 16.3.10 If you complete a special declaration of higher value at check-in and pay the applicable fee, our liability shall be limited to the higher declared value.
- 16.3.11 We are not liable for Damage to Baggage caused by delay if we prove that we and our agents took all measures that could reasonably be required to avoid the Damage or that it was impossible for us or our agents to take such measures.
- 16.3.12 We are not liable for injury to you or for Damage to your Baggage caused by property contained in your baggage or anyone else. You are responsible for any damage caused by your baggage to other people, including property, and shall pay for the Damage you cause which includes any reasonable costs that we may incur as a result.
- 16.3.13 Except for Hold or Cabin baggage carried in the course of international carriage as defined by the Warsaw or Montreal Conventions, we are not liable in any way whatever for Damage to articles which you include in your baggage which you are prohibited from including in your Baggage by Article 9.6.
- 16.3.14 We are not liable for Damage to Baggage to the extent that we prove that the Damage was caused by your negligence or other wrongful act or omission.

16.4 OUR LIABILITY FOR DAMAGE CAUSED BY DELAY TO PASSENGERS

- 16.4.1 If your claim is governed by the Warsaw Convention or the Montreal Convention, then we are entitled to limit our liability to you for any Damage caused as a result of a delay to you. The limits of liability are set out in Article 22 of either Convention. For the Montreal Convention the limit of liability is 6,303 SDRs per passenger.
- 16.4.2 You will only be entitled to compensation in excess of the limits of liability if you can prove that the Damage resulted from an act or omission by us or our agents carried out either;
 - (a) with the intention of causing Damage; or
 - (b) recklessly and with actual knowledge that Damage would probably result;and you prove that our employees or agents responsible for the act or omission were acting within the scope of their employment at the time.
- 16.4.3 Whether or not the Warsaw Convention or Montreal Convention applies to your claim, we are not liable for damage to passengers caused by delay if we prove that we and our agents took all measures that could reasonably be required to avoid the damage or that it was impossible for us or them to take such measures.

- 16.4.4 Also, we are not liable for Damage caused by delay to you as a passenger to the extent that we prove that the Damage was caused by your negligence or other wrongful act or omission.

16.5 GENERAL PROVISIONS

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

ARTICLE 17: TIME LIMITATION ON CLAIMS AND ACTIONS

17.1 TIME LIMIT FOR BAGGAGE

- 17.1.1 If you, or the person holding the Baggage Receipt and Baggage Identification Tag with your authority, receives the Hold Baggage at the time of delivery without making a formal complaint, the absence of a formal complaint will be sufficient evidence that the Hold Baggage was received by you in good order and condition unless you prove otherwise.

17.1.2 If you wish to claim compensation from us for Damage to Hold Baggage, you must notify us as follows:-

- a) If the Damage is physical in nature, within seven (7) days of receipt of the Hold Baggage.
- b) If the Damage consists of complete loss of the Hold Baggage, within twenty-one (21) days from the date on which the Baggage ought to have been delivered to you.
- c) If the Damage consists of delay to the Hold Baggage, within twenty-one (21) days from the date upon which the Baggage was made available to you.

17.1.3 If you do not notify us in writing within the timescales in Article 17.1.2 above, and the Warsaw Convention or the Montreal Convention applies to your claim, no action shall lie against us save in the case of fraud on our part.

17.2 TIME LIMIT FOR ALL ACTIONS

Any right you may have for compensation for any Damages shall be extinguished if an action is not brought within two (2) years from the date of arrival at the destination, or the date on which the aircraft ought to have arrived, or the date on which the carriage stopped. The period of limitation shall be determined by the law of the court where the case is heard.

ARTICLE 18: MODIFICATION AND WAIVER

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

ARTICLE 19: OTHER CONDITIONS

Besides our Conditions of Carriage and Tariffs, carriage of you and your Baggage is also provided in accordance with certain other Conditions of Contract applying to or adopted by us from time to time as part of your Ticket. These Conditions of Contract incorporate these Conditions of Carriage and other notices into your Ticket and are available from our website or from our Authorised Agents upon request.

ARTICLE 20: INTERPRETATION

The title of each Article of these Conditions of Carriage is for ease of reference and will not be used for interpretation of the text.