

GENERAL CONDITIONS OF CARRIAGE – PASSENGER AND BAGGAGE

ARTICLE 1. DEFINITIONS

Para. 1.

In these General Conditions of Carriage, hereinafter referred to as “Conditions”, except where the context otherwise requires or where it is otherwise expressly provided, the following definitions apply:

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

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

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

“Baggage Check” means those portions of the ticket which relate to the carriage of Passenger’s checked baggage.

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

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

“Carrier” means the air carrier issuing the ticket and all air carriers that carry or undertake to carry the Passenger and/or his baggage under the ticket or perform or undertake to perform any other services related to such air carriage.

“Carrier’s Regulations” means rules, other than these Conditions, as may be published by Carrier on www.Eswatiniair.co.sz and/or issued to Passengers, and in effect on date of commencement of carriage or issuance of ticket depending on the applicability, governing carriage of Passengers and/or baggage and shall include but not be limited to Carrier’s applicable Fare conditions and any applicable tariffs in force.

“Checked Baggage” means baggage of which Carrier takes sole custody and for which Carrier has issued a baggage check (baggage tag).

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

“Convention” means either the Warsaw Convention or the Montreal Convention, as defined herein, whichever is applicable to the Passenger’s travel:

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

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

“Fare” means a fare established for intermediate or any other fare denominated and published by Carrier. This also includes but is not limited to children’s fares and infants’ fares, which are calculated as a percentage of the fares referred to above.

“Montreal Convention” means the Convention for the Unification of Certain Rules for 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 with the consent of Carrier.

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

“Tarmac Delay” means the holding of an aircraft on the ground either before taking off or after landing with no opportunity for its Passengers to deplane.

“Ticket” means the itinerary and receipt issued by or on behalf of Carrier and contained in Carrier’s database, containing the Passenger’s name and flight information, and including all notices contained therein, these General Conditions of Carriage and Carrier’s Regulations.

“Unchecked Baggage” means any baggage of the Passenger other than checked baggage.

“Warsaw Convention” means whichever of the following instruments is applicable to the Passenger’s carriage:

- the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw, 12th October 1929 (hereinafter referred to as the Warsaw Convention);
- that the Warsaw Convention as amended at The Hague, 28th 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



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Montreal (1975);

- the Warsaw Convention as amended at The Hague and by Additional Protocol No.4 of Montreal (1975); or
- the Guadalajara Supplementary Convention, signed at Guadalajara, 19 September 1961.

Para. 2.

References to the pronoun “he” and its derivatives shall be construed as references to any person, whether male or female.

ARTICLE 2. APPLICABILITY

Para. 1. General.

- a. These Conditions are the Carrier's General Conditions of Carriage referred to in the Ticket and, except as provided in Paragraphs 2, 4 and 5 of this Article and as modified in Paragraph 3 of this Article, apply to all carriage by air of Passengers and baggage, including services incidental thereto, performed by Carrier for reward, and form part of the contract of carriage between Carrier and the Passenger, together with the notices contained in the Ticket and Carrier's Regulations.
- b. These Conditions also apply to gratuitous and reduced Fare carriage except to the extent that Carrier has provided otherwise to the Passenger in the Carrier's Regulations, contracts, passes and/or Tickets.
- c. These Conditions and Carrier's Regulations, Fares and charges are subject to change without notice at the Carrier's sole and absolute discretion except as prohibited by applicable laws and regulations. However, unless required by applicable laws and regulations, no such change shall apply after the Passenger has paid the applicable Fares and charges in full, save in respect of Fares and charges arising out of subsequent changes requested by the Passenger. The Fares and charges applicable to the carriage are those in effect at the date of the Ticket purchase, except as otherwise provided in Carrier's Regulations. The Fares and charges applicable to subsequent changes requested by the Passenger are those in effect at the date such request is confirmed and paid for.

Para. 2. Charters.

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

Para. 3. Code Shares

- a. On some services, Carrier has arrangements with other carriers known as “Code shares”. This means that even if the Passenger has a reservation with Carrier and holds a ticket where Carrier’s name or airline designator code is indicated as the carrier, another carrier may operate the aircraft. If such code share arrangements apply, Carrier will advise the Passenger of the carrier operating the aircraft at the time the Passenger makes a reservation. Please refer to www.Eswatiniair.co.sz for further information.
- b. Each code share partner has terms and conditions with respect to the operations of its own flights, which may differ from those set forth in these Conditions. Those terms and conditions, which are found in the partner’s contract of carriage, are incorporated into these Conditions by reference and apply to code share services provided by Eswatini Air on a flight operated by that partner, which supersede Eswatini Air’s rules that would be otherwise applicable. Terms and conditions that may differ between Eswatini Air and the partner include, but are not limited to:
- reservations and ticketing policies and procedures;
 - check-in policies and procedures, and time limits;
 - baggage acceptance restrictions, free baggage allowance and excess baggage charges;
 - refusal and limitation of carriage;
 - inflight service and special service policies and procedures; and
 - flight disruption handling policies and procedures.

Para. 4. Overriding Law.

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

Para. 5. Conditions Prevail Over Regulations.

Save as provided herein, in the event of inconsistency between these Conditions and Carrier’s Regulations, these Conditions shall prevail. Insofar as any provision contained in these Conditions is set out in more detail within Carrier’s Regulations, the more detailed description in Carrier’s Regulations shall apply.

ARTICLE 3. TICKETS**Para. 1.****a. Ticket Prima Facie Evidence of Contract.**

The Ticket constitutes prima facie evidence of the contract of carriage between Carrier and the Passenger named on the Ticket. Carrier will provide carriage only to the Passenger named

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thereon. The Ticket is and remains at all times the property of the issuing Carrier.

b. Requirement for Ticket and Identification.

A person shall not be entitled to be carried on a flight unless that person provides positive identification, for example a valid passport, and has a Ticket valid and duly issued in accordance with these Conditions and/or Carrier's Regulations and contained in Carrier's database.

c. Ticket not Transferable.

A Ticket is not transferable. Carrier will provide carriage only to persons in possession of a valid Ticket issued in the Passenger's name who is able to produce valid identification. Carrier reserves the right to refuse carriage to any person who has acquired a Ticket in violation of applicable law or Carrier's Regulations, or to any person presenting a Ticket without being able to prove that he or she is the person named as Passenger in the Ticket. Except as otherwise prohibited by applicable law, if a Ticket is presented by someone other than the person entitled to be carried thereunder or to a refund in connection therewith, Carrier shall not be liable to the person so entitled if in good faith it provides carriage or makes a refund to the person presenting the Ticket.

d. Changes Requested by Passenger.

Changes to the Ticket requested by the Passenger will be subject to availability, these Conditions and/or Carrier's Regulations, and may require the satisfaction of certain conditions such as the payment of a change fee and any applicable Fare difference.

Para. 2.

a. Period of Validity.

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

b. Extension of Validity.

If a Passenger is prevented from travelling within the period of validity of the Ticket because Carrier:

- (i) cancels the flight on which the Passenger holds a reservation; or
- (ii) omits a scheduled stop, being the Passenger's place of departure, place of destination or a stopover; or
- (iii) fails to operate a flight reasonably according to schedule; or causes the Passenger to miss a connection; or substitutes a different class of service; or

(iv) is unable to provide previously confirmed space,

the validity of such Passenger's Ticket will be extended until Carrier's first flight on which space is available in the class of service for which the Fare has been paid. If Carrier is unable to provide such space in accordance with this paragraph for any reason whatsoever within one year from the original scheduled date of the flight, Carrier is entitled to void the Passenger's Ticket and provide the Passenger a refund of the full cost of the Ticket at the price at which it was bought, for the part(s) of the journey not made. The Passenger has the choice to extend the validity of the Ticket, and can either accept this extension or request a full refund of the unutilized Ticket.

- c. When a Passenger is prevented from travelling within the period of validity of his Ticket because at the time such Passenger requests reservations Carrier is unable to provide space on the flight, the validity of such Passenger's Ticket will be extended until Carrier's first flight on which space is available in the class of service for which the Fare has been paid, but for not more than seven days after such request for reservations.
- d. When a Passenger after having commenced his journey is prevented from travelling within the period of validity of his Ticket by reason of illness, Carrier may extend (provided such extension is not precluded by Carrier's Regulations applicable to the Fare paid by the Passenger) the period of validity of such Passenger's Ticket until the date when he becomes fit to travel according to a medical certificate, or until Carrier's first flight after such date from the point where the journey is resumed on which space is available in the class of service for which the Fare has been paid. When the Ticket involves one or more stopovers, the validity of such Ticket, subject to Carrier's Regulations, may be extended for not more than three months from the date shown on such certificate, and for not more than seven days in any other case. In such circumstances, Carrier will extend similarly the period of validity of Tickets of other members of his immediate family accompanying an incapacitated Passenger.

Para. 3. Sequential use of flight sectors in Ticket; No Show.

- a. All the flight sectors in a Passenger's Ticket must be used in sequence from the initial place of departure as shown on the Ticket.
- b. The Passenger must give prior notification to Carrier if he intends not to use any one or more of the flight sectors, or not to use the flight sectors in sequence. Notification must be given by calling Carrier's reservation and ticketing office or its Reservations Call Centre (see www.EswatiniAir.co.sz for contact details), in accordance with these Conditions and/or Carrier's Regulations. If the Passenger does not give such prior notification, Carrier is entitled to cancel any unused flight sector(s) in the Ticket and the Passenger will receive a refund in accordance with Article 11 of these Conditions.
- c. The Passenger will be accepted for carriage for each flight sector in the Ticket in the class of service specified therein on the date and flight for which accommodation has been reserved. When Tickets are issued without a reservation being specified thereon, space will be reserved on application subject to the conditions for the relevant Fare and the availability of space on the flight applied for.
- d. If the Passenger fails or has failed to use any or all of the flight sectors in the Ticket in sequence and has given prior notification to Carrier as required by 3(b) above, Carrier is

entitled to recompute the Fares in accordance with these Conditions and/or Carrier's Regulations for the remaining portion of the Ticket corresponding to the flight sector(s) which the Passenger uses or intends to use, and the Passenger is liable to pay to Carrier any difference between the recomputed Fares and the Fares already paid by or due from the Passenger. If the Passenger does not agree to pay such recomputed Fares, Carrier is entitled to void the portion of the Ticket corresponding to any unused flight sectors and refund the Passenger in accordance with Article 11 of these Conditions.

Para. 4. Name and Address of Carrier.

Carrier's name may be abbreviated in the Ticket. Carrier's address shall be deemed to be the airport of departure as indicated for the first flight segment in the itinerary and receipt.

ARTICLE 4. STOPOVERS

Stopovers may be permitted at agreed stopping places only if arranged with Carrier in advance and provided for in the Ticket, and are subject to government requirements, these Conditions, Carrier's Regulations and Carrier's timetables. Additional charges for stopovers will be payable as provided in these Conditions and/or Carrier's Regulations.

ARTICLE 5. FARES AND CHARGES**Para .1. General.**

- a. Fares apply only for carriage by air from the airport at the point of origin to the airport at the point of destination. Fares do not include any other non-airline transport services, except as otherwise provided in the Ticket, these Conditions and/or Carrier's Regulations.
- b. Carrier does not provide any non-airline transport services, except as otherwise provided in the Ticket, these Conditions and/or Carrier's Regulations. Carrier is not liable for the acts or omissions of any operator of such non-airline transport services and shall not be liable therefore by reason of anything done by an employee or agent of Carrier in assisting the Passenger to avail of such services. In cases where Carrier itself provides non-airline transport services, these Conditions and Carrier's Regulations shall be deemed applicable to such services and any additional charges payable for the use of such services in accordance with these Conditions and/or Carrier's Regulations shall not be refundable if the Passenger decides not to use such services.

Para. 2. Applicable Fares.

Applicable Fares for carriage governed by these Conditions are those published by or on behalf of Carrier or, if not so published, constructed in accordance with Carrier's Regulations. Subject to government requirements, these Conditions and/or Carrier's Regulations, the applicable Fare is the Fare for the flight or flights in effect on the date of the Ticket purchase as indicated in the itinerary and receipt. When the amount that has been collected is not the applicable Fare, the difference shall be paid by the Passenger, or, as the case may be, refunded by Carrier, in accordance with these Conditions and/or Carrier's Regulations.

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Para. 3. Precedence of Fares.

Unless otherwise provided in these Conditions and/or Carrier's Regulations, a published Fare takes precedence over the combination of intermediate Fares applicable to the same class of service between the same points via the same routing.

Para. 4. Routing.

Unless otherwise provided in these Conditions and/or Carrier's Regulations, Fares apply only to routings published in connection therewith. If there is more than one routing at the same Fare, the Passenger may specify the routing prior to issue of the Ticket. If no routing is specified, Carrier may determine the routing.

Para. 5. Taxes and Charges.

Any tax or charge imposed by governmental, municipal or other authorities, or by the operator of an airport, in respect of a Passenger or the use by a Passenger of any services or facilities will be in addition to the published Fares and charges and shall be payable by the Passenger, except as otherwise provided in these Conditions and/or Carrier's Regulations.

A Passenger may also be required to pay taxes, fees and charges applicable to the Passenger's journey and not collected by the carrier, including but not limited to, entry or departure taxes.

Para. 6. Currency.

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

ARTICLE 6. RESERVATIONS**Para. 1. Reservation Requirements.**

- a. A reservation is not confirmed until (1) a Ticket has been duly created in Carrier's database; and (2) the Passenger has paid for his Ticket (or made credit arrangements with Carrier) within the ticketing time limit prescribed in these Conditions and/or Carrier's Regulations. A reservation that does not comply with any of these requirements may be cancelled by Carrier.
- b. As provided in these Conditions and/or Carrier's Regulations, certain Fares may have conditions which limit or exclude the Passenger's right to change or cancel reservations. Such conditions will be brought to the Passenger's attention before the reservation is confirmed.
- c. The Passenger need not reconfirm his onward or return journey on Carrier's services unless Carrier advises otherwise. However, the Passenger should contact the entity his Ticket was originally purchased from, i.e. his agent or Carrier's reservation and ticketing office (see www.Eswatiniair.co.sz for contact details) if he wishes to change his travel

plans or if he is unable to travel as booked. Changes to the Passenger's booked itinerary may result in the Fare applicable to the Passenger's booking being recomputed.

Para. 2. Personal Data.

The Passenger recognizes that personal data has been given to Carrier for various purposes including for making a reservation for carriage, obtaining ancillary services, facilitating immigration and entry requirements by border control agencies and other administrative, operational and regulatory aspects of the Passenger's carriage and travel, as well as making available such data to government agencies who may share such personal data with other government agencies or any other third parties which is beyond the control of the Carrier. For these purposes the Passenger authorizes Carrier to retain such data and to transmit and disclose it to its own offices and to other companies including other carriers and/or, the providers of such services or the relevant government agencies, in whatever country they may be located.

Para. 3. Seating.

Carrier does not guarantee to provide any particular seat in the aircraft and the Passenger agrees to accept any seat that may be allotted on the flight in the class of service for which the Ticket has been issued. Passengers who have pre-selected their seats or purchased specific seats are advised that such pre-selected or purchased seats are not guaranteed and may not be available in some cases, and Eswatini Air reserves the right to allocate another seat to the passenger, within the same cabin, in lieu of the seat pre-selected or purchased by the passenger earlier.

In the case of a Passenger who self-identifies as having a disability, Carrier will provide seating accommodation in accordance with applicable law.

Para. 4. Service charge when space not occupied.

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

ARTICLE 7. CHECKING AND BOARDING

The Passenger shall arrive at the Carrier's check-in location and boarding gate sufficiently in advance of flight departure to permit completion of any government formalities and departure and security procedures and in any event not later than the time that may be indicated by Carrier. If the Passenger fails to arrive in time at Carrier's check-in location or boarding gate or appears improperly documented and not ready to travel, Carrier may cancel the space reserved for him and will not delay the flight. Carrier is not liable to the Passenger for any loss or expense due to the Passenger's failure to comply with the provisions of this Article.

ARTICLE 8. REFUSAL OF AND LIMITATION ON CARRIAGE

Para. 1. Right to Refuse Carriage.

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

- a. such action is necessary in order to comply with any applicable laws, regulations or orders of any state or country to be flown from, into or over; or
- b. the conduct, age, or mental or physical state of the Passenger is such as to:
 1. require special assistance of Carrier beyond that which is required by applicable laws, or
 2. cause material discomfort to other Passengers,
 3. or involve any hazard or risk to himself or to other persons or to property; or
- c. such action is necessary because the Passenger has failed to observe the instructions of Carrier; or
- d. the Passenger has refused to submit to all security checks; or
- e. the applicable Fare or any charges or taxes payable have not been paid, or credit arrangements agreed between Carrier and the Passenger (or the person paying for the Ticket) have not been complied with; or
- f. the Passenger does not appear to be properly documented, or may seek to enter a country through which he is in transit, or may destroy his documentation during flight, or will not surrender travel documents to be held by the flight crew, against receipt, when so requested by the Carrier; or
- g. the Ticket has been acquired unlawfully or in breach of the rules of the Carrier's frequent flyer programme as may be revised from time to time, or has been purchased from an entity other than the issuing Carrier or its Authorised Agent, or has been reported as being lost or stolen, or is a counterfeit Ticket, or has been altered by anyone other than Carrier or its Authorised Agent; or
- h. the person intending to use the Ticket cannot prove that he is the person named in the Ticket; or
- i. the person has been issued a **Banning Notice**. Once the Banning Notice has been issued to the person, he is not to buy a Ticket or ask or allow anyone to buy a Ticket for him. Carrier will refuse to carry the person if he tries to travel while a Banning Notice is in force against him and he will be entitled to a voluntary refund. The Banning Notice will state the date when the ban comes into effect.

Para. 2. Recourse when Carriage is Refused.

The sole recourse of any Passenger refused carriage pursuant to Paragraph 1 for reasons of safety or for any of the reasons specified in Subparagraphs 1(a), 1(b), 1(c), 1(d), 1(e) or 1(f) shall be recovery of the refund value of the unused ticket or portion thereof, in accordance with Article 11 Paragraph 3, subject to deduction of any applicable service charge for Subparagraphs 1(b)(2) or 1(c) in accordance with Carrier's Regulations. Except as provided in this Paragraph, Carrier is not liable to any person for any refund or loss or expense whatsoever arising from or in connection

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with a refusal of carriage pursuant to Paragraph 1, whether arising in tort, contract or otherwise howsoever.

Para. 3. Limitation on Carriage.

Acceptance for carriage of persons requiring special assistance, including but not limited to children, incapacitated persons, pregnant women or persons with illness may be subject to prior arrangement with Carrier and/or any applicable conditions, in accordance with these Conditions and/or Carrier's Regulations. To the extent permitted by the applicable laws, Carrier is not liable to any Passenger for any loss or expense arising out of the Passenger's failure to make such prior arrangement or comply with the applicable conditions.

ARTICLE 9. BAGGAGE

Para. 1. Items Unacceptable as Baggage.

- a. The Passenger shall not include in his baggage, items;
 1. which do not constitute baggage as defined in Article 1 Paragraph 1 hereof;
 2. which are prohibited by the Dangerous Goods Regulations of International Air Transport Association (IATA), the International Civil Aviation Organisation (ICAO) Technical Instructions, these Conditions and/or Carrier's Regulations;
 3. which are likely to endanger the aircraft or persons or property on board the aircraft, such as explosives, compressed gases, corrosives, oxidizing, radioactive or magnetized materials, materials that are easily ignited, poisonous, offensive or irritating substances, or liquids (other than authorised liquids in the Passenger's unchecked baggage for his use in the course of the journey);
 4. the carriage of which is prohibited by the applicable laws, regulations or orders of any jurisdiction to be flown from, to or over;
 5. which in the opinion of Carrier are unsuitable for carriage by reason of their weight, size or character, such as fragile or perishable items; and
 6. which are live animals, except as provided for in Paragraph 10 of this Article.
- b. If the Passenger is in possession of, or if his baggage includes any arms and/or munitions, he shall present them to Carrier for inspection prior to commencement of carriage. If Carrier accepts such items for carriage it may require them to be delivered to and remain in its custody until the Passenger's arrival at the airport building at the place of destination.
- c. The Passenger shall not include in checked baggage fragile or perishable items, money, jewellery, precious metals, silverware, negotiable papers, securities or other valuables, business documents, passports and other identification documents, samples, medicines or drugs.

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- d. Various countries have implemented restrictions on the carriage of liquids, aerosols and gels in compliance with new guidelines set by the ICAO.
- e. If any items referred to in Subparagraph (a), (b) or (c) of this Paragraph are carried, whether or not they are prohibited from carriage as baggage, the carriage thereof shall be subject to the charges, limitations of liability and other provisions of these Conditions and/or Carrier's Regulations applicable to the carriage of baggage, as well as applicable law.

Para. 2. Right to Refuse Carriage.

- a. Carrier may refuse carriage as baggage of such items described in Paragraph 1 of this Article as are prohibited from carriage as baggage and may refuse further carriage of any such items on discovery thereof.
- b. Carrier may refuse to carry as baggage any item because of its size, shape, weight or character.
- c. Unless advance arrangements for its carriage have been made with Carrier, Carrier may carry on later flights baggage which is in excess of the applicable free allowance.
- d. Carrier may refuse to accept baggage as checked baggage unless it is properly packed in suitcases or other similar containers to ensure safe carriage with ordinary care in handling.

Para. 3. Right of Search.

For reasons of safety and security, Carrier may request the Passenger to permit searches to be made of his person and his baggage, and may search or have searched the Passenger's baggage in his absence if the Passenger is not available, for the purpose of determining whether he is in possession of or whether his baggage contains any item described in Paragraph 1(a) above or any arms or munitions which have not been presented to Carrier in accordance with Paragraph 1(b) above. If the Passenger is unwilling to comply with such request Carrier may refuse to carry the Passenger and/or baggage and the sole recourse against Carrier for the Passenger so refused shall be a refund calculated in accordance with Article 11 Paragraph 3.

Para. 4. Checked Baggage.

- a. Upon delivery to Carrier of baggage to be checked Carrier shall take custody thereof and issue a baggage identification tag for each piece of checked baggage.
- b. If baggage has no name, initials or other personal identification, the Passenger shall affix such identification to the baggage prior to acceptance.
- c. Checked baggage will be carried on the same aircraft as the Passenger, unless Carrier decides that this is impracticable, in which case Carrier will carry the checked baggage on Carrier's next flight on which space is available.

Para. 5. Free Baggage Allowance.

Passengers may carry free of charge baggage as specified and subject to the conditions and limitations in these Conditions and/or Carrier's Regulations. Where two or more Passengers, travelling as one party to a common destination or point of stopover by the same flight, present themselves and their baggage for travelling at the same time and place, they may be permitted to total free baggage allowance equal to the combination of their individual free baggage allowances.

Para. 6. Excess Baggage.

The Passenger shall pay a charge for the carriage of baggage in excess of the free baggage allowance at the rate and in the manner provided in these Conditions and/or Carrier's Regulations.

Para. 7. Excess Value Declaration and Charge.

- a. A Passenger may declare a value for checked baggage in excess of the applicable liability limits. If the Passenger makes such a declaration the Passenger shall pay the applicable charges.
- b. Except as otherwise provided in Carrier's Regulations, excess value charges shall be payable at the point of origin for the entire journey to final destination; provided that if at a stop-over enroute a Passenger declares a higher excess value than that originally declared, additional excess value charges for the increased value from such stopover to final destination shall be payable.
- c. Carrier will refuse to accept an excess value declaration on checked baggage when a portion of the carriage is to be provided by another Carrier which does not offer the facility.

Para. 8. Unchecked baggage.

- a. Baggage which the Passenger carries into the cabin must meet the requirements specified in Carrier's Regulations. Items which do not meet these requirements or which are determined by Carrier to be excessive in quantity, weight or size will not be permitted in the cabin, and will be placed in the cargo compartment. The Carrier reserves the right to charge the Passenger the cost of checked baggage in the event cabin baggage is placed into the cargo compartment.
- b. Objects not suitable for transport in the cargo compartment (such as delicate musical instruments and the like) will only be accepted for transportation in the cabin compartment if due notice has been given in advance and permission granted by Carrier. The transport of such objects may be charged for separately.

Para. 9. Collection and Delivery of Baggage.

- a. The Passenger shall collect his baggage as soon as it is available for collection at places of destination or stopover.
- b. Carrier shall deliver checked baggage to the bearer of the baggage check upon payment of all unpaid sums due to Carrier under the contract of carriage. Carrier is under no

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obligation to ascertain that the bearer of the baggage check is entitled to delivery of the baggage and Carrier is not liable for any loss, damage, delay or expense arising out of or in connection with its failure so to ascertain. Delivery of baggage will be made at the destination shown in the baggage check.

- c. If a person claiming the baggage is unable to produce the baggage check and identify the baggage by means of a baggage (identification) tag, Carrier will deliver the baggage to such person only on condition that he establishes, to Carrier's satisfaction, his right thereto, and if required by Carrier, such person shall furnish adequate security to indemnify Carrier for any loss, damage or expense which may be incurred by Carrier as a result of such delivery.
- d. Acceptance of baggage by the bearer of the baggage check without complaint at the time of delivery is prima facie evidence that the baggage has been delivered in good condition and in accordance with the contract of carriage. Should a Passenger notice that the baggage is damaged, then he must file a claim immediately, i.e., before leaving the arrival terminal, and, at the latest, within seven days from the date of receipt of the baggage.

Para. 10. Animals.

- a. Other than domesticated cats and certain breeds of domesticated dogs as set out in these Conditions and/or the Carrier's Regulations, Carrier shall not accept any animals or wildlife for carriage. The aforementioned animals may only be accepted for carriage with the advance agreement of Carrier, subject to Carrier's sole discretion and the satisfaction of Carrier's requirements as may be set out in these Conditions and/or Carrier's Regulations, or otherwise notified to the Passenger. The Passenger shall be responsible for ensuring that he is in possession of all valid and current documents required by the countries of exit, transit and entry for the carriage of such animals, including but not limited to health and vaccination certificates, entry permits and licenses, and any other relevant documents
- b. If accepted as baggage, the animal, together with its container and food carried, shall not be included in the free baggage allowance of the Passenger, but rather, will constitute excess baggage, for which the Passenger shall pay the applicable rate. Carrier shall be entitled to reject any container which does not comply with the requirements set out in Carrier's Regulations and require that the Passenger provide a compliant container before the animal is accepted as baggage.
- c. Guide dogs accompanying sight impaired Passengers or other service dogs, together with containers and food, will be carried free of charge in addition to the normal free baggage allowance, subject to these Conditions and/or Carrier's Regulations. Such dogs shall be carried in the cabin compartment, but shall not occupy a seat and must be placed in a location that does not block escape routes which may be utilised in the event of an emergency. The Passenger may be required to provide valid and current documentation to Carrier verifying the status of such dogs as guide/service animals, in accordance with Carrier's Regulations and as permitted by the applicable regulations, failing the provision of which Carrier reserves the right to deny carriage of such dogs.
- d. Acceptance for carriage of the animals referred to in Paragraphs 10(a) and 10(c) herein is subject to the condition that Passenger assumes full responsibility for such animals. To the extent not inconsistent with the applicable Convention, Carrier shall not be liable for

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injury to or loss, delay, sickness or death of such animal, including all associated costs, where such injury, loss, delay, sickness, death or costs arise as a result of acts and/or omissions of the Passenger, and/or events which are not within the reasonable control of Carrier, and/or Passenger's failure to crate the animal in an appropriate transport container.

- e. Carrier assumes no liability for any animal not having all the necessary entry, exit, health and other documents relating to the animal's entry into or passage through any country. In such cases, the person accompanying the animal will be required to reimburse Carrier for any fines, reasonable costs, losses or compensation payments which Carrier incurs as a result of such documentary inadequacies.

ARTICLE 10. FLIGHT SCHEDULES, CANCELLATIONS, ETC.

Para. 1. Times and Schedules not Guaranteed.

- a. Carrier undertakes to use its best efforts to carry the Passenger and his baggage with reasonable dispatch. Times shown in the Ticket, timetables or elsewhere are not guaranteed and do not form part of the contract of carriage and Carrier assumes no responsibility for making connections.
- b. Schedules are subject to change for example if they are affected by issues such as, but not limited to, technical/mechanical failures, adverse weather conditions or operational restrictions, subject always to the applicable laws, regulations or orders of any jurisdiction to be flown from, to or over. Carrier may when circumstances so require alter or omit stopping places shown on the Ticket or in schedules or add stopping places not shown on the Ticket or in schedules, or substitute alternate carriers or aircraft.
- c. Carrier will not be liable for errors or omissions in timetables or other publications of schedules or in statements or representations made by employees, agents or representatives of Carrier as to the dates or times of departure or arrival or as to the operation of any flight.

Para. 2. Cancellation, Changes of Schedule, etc.

- a. If Carrier cancels, terminates, diverts or fails to operate a flight reasonably according to schedule, is unable to provide previously confirmed space, fails to stop at a Passenger's stopover or destination point, or causes the Passenger to miss a connecting flight on which he holds a reservation, Carrier may, subject to the requirements of applicable laws and regulations, elect one of the following options, with the agreement of the Passenger, either:
1. carry the Passenger as soon as it can on its scheduled service; or
 2. re-route the Passenger to the destination indicated on the Ticket or applicable portion thereof by its own scheduled services or the scheduled services of another

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carrier, or by means of surface transportation. If the sum of the Fare, excess baggage charge and any applicable service charge for the revised routing is higher than the refund value of the Ticket or applicable portion thereof, Carrier shall require no additional Fare or charge from the Passenger, and shall refund the difference if the Fare and charges for the revised routing are lower; or

3. make a refund in accordance with the provisions of Article 11 Paragraph 3.

- b. When circumstances so require, for example if schedules are affected by issues such as, but not limited to, technical/mechanical failures, adverse weather conditions or operational restrictions, subject always to the applicable laws, regulations or orders of any jurisdiction to be flown from, to or over, Carrier may need to without notice cancel, terminate, divert, postpone or delay any flight, substitute a different type of aircraft, add, alter or omit a stopover or destination point, or cancel previously confirmed spaces. In any of these events, Carrier shall carry, re-route or make a refund in accordance with the preceding Subparagraph (a) and shall be under no further liability to the Passenger.
- c. If circumstances are such that the aircraft's weight limitations or seating capacity (as may from time to time be determined in accordance with the condition or specifications of the aircraft at the material time) would otherwise be exceeded, Carrier shall decide in its reasonable discretion which Passengers or items shall not be carried. In such event, Carrier shall carry, re-route or make a refund to the affected Passengers in accordance with Subparagraph (a) above and shall be under no further liability to the Passenger.

Para. 3. Denied Boarding

Where it is necessary to deny boarding of a Passenger with a confirmed reservation because the flight on which the Passenger holds a reservation is overbooked, such action is subject to the applicable laws and regulations which shall take precedence accordingly. In such event, no Passenger will be denied a seat until Carrier first asks for volunteers willing to give up their reservation in exchange for compensation agreed with Carrier. If there are not enough volunteers, any Passenger denied boarding involuntarily will be entitled to compensation in accordance with applicable laws and regulations.

Para. 4. Tarmac Delays at United States Airports

In the event of a tarmac delay at a U.S. airport, the operating carrier's Contingency Plan for Lengthy Tarmac Delays shall apply.

Para. 5. Tarmac and/or Mass Flight Delays at China Airports

In the event of a tarmac and/or mass flight delay at a China airport, the operating Carrier's relevant contingency plan shall apply.

ARTICLE 11. REFUNDS

Para. 1. General.

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- a. On failure by Carrier to provide carriage in accordance with the contract of carriage, or where a Passenger requests a voluntary change of his arrangements, refund for an unused Ticket or portion thereof shall be made by Carrier in accordance with this Article and with Carrier's Regulations.
- b. Not all Tickets qualify for refund. Carrier's Regulations provide information as to which Tickets so qualify.

Para. 2. Person to Whom Refund Will Be Made.

- a. Except as hereinafter provided in this Article, Carrier shall be entitled to make refund either to the person named in the Ticket, or to the person who has paid for the Ticket upon presentation of satisfactory proof of such payment.
- b. If a ticket has been paid for by a person other than the Passenger named in the Ticket, and Carrier has indicated on the Ticket that there is a restriction on refund, Carrier shall make a refund only to the person paying for the Ticket or to that person's order.

Para. 3. Involuntary Refunds.

If Carrier refuses carriage in accordance with Article 3 Paragraph 3, Article 8 Paragraph 1 (subject to Article 8 Paragraph 2) or in accordance with Article 9 Paragraph 3, or in any of the events set out in Article 10 Paragraph 2, then subject to Article 11 Paragraph 1, the amount of the refund shall be calculated in respect of the unused portion of the Ticket. Carrier's Regulations provide information as to how the refund payable will be calculated.

Para. 4. Voluntary Refunds.

If the Passenger wishes a refund of his Ticket for reasons other than those set out in Paragraph 3, then subject to Article 11 Paragraph 1, the amount of the refund shall be calculated in respect of the unused portion of the Ticket. Carrier's Regulations provide information as to how the refund payable will be calculated.

Para. 5. Right to Refuse Refund.

- a. Carrier may refuse refund when application therefore is made later than thirty days after the expiry of the validity of the Ticket.
- b. Carrier may refuse refund on a Ticket which has been presented to Carrier or to government officials of a country as evidence of intention to depart therefrom, unless the Passenger establishes to Carrier's satisfaction that he has permission to remain in the country or that he will depart therefrom by another carrier or another means of transport.
- c. Carrier may refuse refund on a Ticket in accordance with Carrier's Regulations, such as, but not limited to, Tickets issued in respect of Fares which are subject to conditions which limit or exclude the Passenger's right to a refund. Such conditions will be brought to the Passenger's attention before the reservation is confirmed.

Para. 6. Currency.

All refunds will be subject to governmental laws, rules and regulations or orders of the jurisdiction in which the Ticket was originally purchased and of the country in which the refund is being made. Subject to the foregoing provision, refunds will be made in the currency in which the Ticket was paid for, or, at the option of Carrier, in Eswatini currency or in the currency of the country where the Ticket was purchased or where the refund is being made, in an amount equivalent to the amount due in the currency originally collected. For the avoidance of doubt, in the event that any refund is made in any currency other than the currency in which the Ticket was originally purchased, such refund shall be made at the rate of exchange established in accordance with these Conditions and/or Carrier's Regulations.

Para. 7. Refunding Entity.

Refunds will be made only by the Carrier which originally issued the Ticket, or by its Authorised Agent, if so authorized, in accordance with these Conditions and/or Carrier's Regulations.

ARTICLE 12. CONDUCT ABOARD AIRCRAFT**Para. 1.**

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

Para. 2.

If the Passenger wishes to operate any electronic or transmitting devices on board, including but not limited to laptops, tablets, mobile phones or cell-phones, portable radios, walkie-talkies and radio controlled toys, save for hearing aids and heart pacemakers, such devices must be operated in accordance with these Conditions and/or Carrier's Regulations.

ARTICLE 13. ARRANGEMENTS BY CARRIER

If, in the course of concluding the contract of carriage by air, Carrier also agrees to make arrangements for the provision of additional services (such as hotel accommodation, excursion trips on the ground and/or non-airline transport), whether or not the cost of such arrangements is for the account of Carrier, Carrier acts only as agent for the Passenger and is not liable to the Passenger for any damage, injury, death, loss, delay or expense whatsoever arising from or in connection with such arrangements, save where any such injury or death arises out of Carrier's negligence and except where prohibited or limited by applicable law.

ARTICLE 14. ADMINISTRATIVE FORMALITIES**Para. 1. General.**

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

Para. 2. Travel Documents.

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

Para. 3. Refusal of Entry.

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

Para. 4. Passenger Responsible for Fines, Detention Costs, etc.

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

Para. 5. Customs Inspection.

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

Para. 6. Security Inspection.

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

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Para. 7.

Carrier is not liable for its interpretation, understanding or determination of applicable laws, government regulations, demands, orders or requirements in its refusal to carry a Passenger.

**ARTICLE 15. SUCCESSIVE CARRIERS AND NON-AIRLINE
TRANSPORT**

Carriage to be performed by Carrier in succession with other carriers and/or third-party operators of non-airline transport (where applicable) under one ticket, or under a ticket and any conjunction ticket issued in connection therewith, is regarded as a single operation. If a Passenger holds more than one ticket and where such separate ticket(s) is not a conjunction ticket issued in connection with the Carrier's ticket, Carrier shall have no obligations, duties or liabilities, whether to the Passenger or otherwise, in respect of such separate ticket(s) not issued by Carrier.

ARTICLE 16. LIABILITY FOR DAMAGE

Please read the following Article 16 and 17 carefully. They set out Carrier's liability to a Passenger in respect of death or injury, delays in the Passenger's carriage and damage to or loss of the Passenger's baggage, they explain the limits on that liability as provided under international law and the time limits for claiming.

Para. 1.

- a. Carrier's liability for the carriage of Passengers and baggage is governed by the Convention.
- b. For passengers on a journey to, from or with an agreed stopping place in the United States of America (USA), the convention and special contracts of carriage embodied in applicable tariffs provide that the liability of certain carriers, parties to such special contracts, for death or personal injury to passengers is limited in most cases to proven damages not to exceed U.S. \$75,000 per passenger and that this liability, up to such limit, shall not depend on negligence on the part of the carrier. The limit of liability of U.S. \$75,000 is inclusive of legal fees and costs except a claim brought in a state where provision is made for separate award of legal fees and costs. In the latter case, the limit shall be the sum of U.S. \$58,000 exclusive of legal fees and costs.
- c. For such passengers travelling by carrier not a party to special contracts or on a journey not to, from or having an agreed stopping place in USA, liability of the carrier for death or personal injury to passengers is, in some cases, limited to approximately U.S.\$10,000 and in other instances to approximately U.S.\$20,000. Passengers are strongly encouraged to investigate the regulations applicable to the carriers they use for travel to, from or within USA.

Para. 2.

In carriage which is not international carriage to which the Convention applies:

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- a. Carrier shall be liable for damage to a Passenger or his checked baggage only if such damage has been caused by the negligence of Carrier. If there has been contributory negligence on the part of the Passenger, Carrier's liability shall be subject to the applicable law relating to contributory negligence.
- b. With respect to delay, Carrier shall be under no liability except as provided in these Conditions.

Para. 3.

To the extent not in conflict with the foregoing and whether or not the Convention applies:

- a. When Carrier is a successive carrier, Carrier is not liable for those parts of the journey performed by other carriers. Where Carrier is the actual carrier, Carrier is liable for an accident which causes injury or death that occurs on board the aircraft, or in the process of embarking or disembarking. Where Carrier is the contracting carrier but does not perform any part of the operations of carriage, Carrier is 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.
- b. Carrier is not liable for any loss of or damage to unchecked baggage unless such damage is caused by the negligence of Carrier. If there has been contributory negligence on the part of the Passenger, Carrier's liability shall be subject to the applicable law relating to contributory negligence.
- c. Carrier is not liable for any damage arising from its compliance with any laws or government regulations, orders or requirements, or from failure of the Passenger to comply with the same.
- d. The liability of Carrier in the case of loss, damage or delay of checked baggage shall be limited to approximately U.S. \$ 9.07 per pound (U. S. \$ 20 per kilogram). For the purposes of the Convention, if the weight of the baggage is not recorded on the baggage check, it is presumed that the total weight of the checked baggage does not exceed the applicable free baggage allowance for the class of service concerned, as provided in Carrier's Regulations. If in the case of checked baggage a higher valuation is declared pursuant to Article 9 Paragraph 7, the liability of Carrier shall be limited to such higher declared value. In the event of loss, damage or delay of part of the checked baggage, the liability limit of Carrier shall be reduced proportionately on the basis of weight to the part concerned.
- e. Carrier's liability shall not exceed the amount of proven damages subject to the limitations in the Convention which is equivalent to SDR 1,131 (approximately US\$1780) per Passenger. Carrier shall furthermore not be liable for indirect or consequential damages, unless mandated by the applicable laws.
- f. Carrier is not liable for injury to a Passenger or for damage to a Passenger's baggage caused by property contained in such Passenger's baggage. Any Passenger whose property causes injury to another person or damage to another person's property or to the property of Carrier shall indemnify Carrier for all losses and expenses incurred by Carrier as a result thereof.

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- g. Carrier is not liable for any baggage which is improperly or inadequately packed. Except for baggage carried under and governed by the applicable Convention, Carrier is not liable for any loss of or damage to or delay in the delivery of fragile or perishable items, money, jewelry, precious metals, silverware, negotiable papers, securities or other valuables, business documents, passports and other identification documents, samples, medicines or drugs, which are included in the Passenger's checked and/or carry-on baggage, whether with or without the knowledge of Carrier. Scratches, nicks or dirt may appear despite care and handling by Carrier. Except as the Convention or other law may otherwise require, Carrier does not assume any liability for normal wear and tear to baggage, which includes damage to or loss of protruding parts of the baggage, including, by way of example, straps, pockets, pull handles, hangar hooks, wheels or other items attached to the baggage.
- h. If a Passenger is carried whose age or mental or physical condition is such as to involve any hazard or risk to himself, Carrier shall not be liable for any loss, illness, injury or disability, including death, attributable to such condition or for the aggravation of such condition.
- i. On failure of Carrier, other than in circumstances referred to in Article 3 Paragraph 3, Article 8 Paragraph 1, Article 9 Paragraph 3 or Article 10 Paragraph 2(b) or 2(c) or 3, to provide space in the class of service for which a reservation has been duly made in accordance with Article 6 hereof without prejudice to any obligations imposed on Carrier by the applicable Convention or any relevant national laws, Carrier's liability for damages for such failure shall be limited to reimbursement of reasonable expenses of the Passenger for accommodation, meals, communications and ground transport to and from the airport, and to compensation for any other damages sustained by the Passenger at a rate not exceeding US\$50 per day or part thereof up to the time when Carrier is able to provide such space either on another of its own services or on the services of another carrier.
- j. Any exclusion or limitation of liability of Carrier shall apply to and be for the benefit of agents, employees and representatives of Carrier and any person whose aircraft is used by Carrier and such person's agents, employees and representatives. The aggregate amount recoverable from Carrier and from such agents, employees, representatives and persons shall not exceed the amount of Carrier's limit of liability.

Para. 4.

Unless so expressly provided nothing herein contained shall waive any exclusion or limitation of liability of Carrier under the Convention or applicable laws.

ARTICLE 17. TIME LIMITATION ON CLAIMS AND ACTIONS**Para. 1. Notice of Claims.**

No action shall lie in respect of claims pertaining to baggage unless the person entitled to delivery of the baggage makes a complaint to Carrier within the following time limitations:

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- a. In the case of damage to checked baggage, forthwith after the discovery of the damage and, at the latest, within seven (7) days from the date of receipt by him of such baggage;
- b. In the case of delay of checked baggage, at the latest within twenty-one (21) days from the date on which the baggage has been placed at his disposal;
- c. In the case of lost item(s) within baggage, forthwith after the discovery of the loss and, at the latest, within seven (7) days from the date of receipt by him of such baggage; and
- d. In the case of lost baggage, at the latest within twenty-one (21) days from the date such loss is admitted by Carrier or within twenty-eight (28) days from the date on which the baggage ought to have been placed at his disposal, whichever is earlier.

Every complaint must be made in writing and dispatched within the times aforesaid. Carrier may require that details of any damage be provided through the completion of Carrier's prescribed form, and/or that a policy report or other evidence be furnished to aid in Carrier's investigations.

Para. 2. Limitation of Actions.

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

ARTICLE 18. MODIFICATION AND WAIVER

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