

Conditions of Carriage

1. GENERAL CONDITIONS OF CARRIAGE FOR PASSENGERS AND BAGGAGE Article

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Article1- DEFINITIONS

"**AGREED STOPPING PLACES**" means those places, except the place of departure and the place of destination, outlined in the ticket or shown in Carrier's time tables as scheduled stopping places on the passenger's route.

"**BAGGAGE**" means such articles, effects, and other personal property of a passenger as are necessary or appropriate for wear; use comfort or convenience in connection with the trip and such other items as can be conveniently carried with the passenger on such trip and are accepted by the Carrier for carriage. Unless otherwise specified it includes both checked and unchecked baggage of the passenger.

"**BAGGAGE CHECK**" means those portions of the Ticket which relate to the carriage of the passenger's checked baggage.

"**BAGGAGE IDENTIFICATION TAG**" means a document issued by the Carrier solely for identification of checked baggage.

"**CARRIER**" includes the air Carrier issuing the ticket and all air carriers that carry or undertake to carry the passenger and/or his baggage hereunder.

"**CARRIER'S REGULATIONS**" means rules, other than these Conditions as may be laid down by the Carrier and for the time being in force, governing carriage of passengers and/or baggage and shall include the Conditions of Contract as incorporated in the ticket and any applicable tariffs in force.

"**CHECKED BAGGAGE**" means baggage of which the Carrier takes sole custody and for which the Carrier has issued a baggage check.

"**COMMERCIAL AGREEMENT**" means an agreement, other than an agency agreement, made between carriers and relating to the provision of their joint services for the carriage of passengers by air.

"**CONJUNCTION TICKET**" means a ticket issued to a passenger in conjunction with another Ticket which together constitutes as in the contract of carriage.

"**DAMAGE**" means death, injury, delay, loss, or other damage arising during carriage by air performed by the Carrier or during any of the operations of embarking or disembarking.

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

"**ELECTRONIC COUPONS**" means Electronic Flight Coupons or other value document held in Carrier's database.

"**ELECTRONIC TICKET**" means the itinerary/receipt issued by or on behalf of Carrier, the electronic coupons and, if applicable, a boarding document"

"**FLIGHT COUPON**" means that portion of the ticket that bears the notation " good for passage" and indicates the particular places between which passenger is entitled to be carried.



"ITINERARY/RECEIPT" means a document forming part of the Electronic Ticket which contains the information and notices required under the Convention as otherwise required.

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

"PASSENGER COUPON" or **"PASSENGER RECEIPT"** means that portion of the ticket issued by or on behalf of Carrier, which is so marked and which ultimately is to be retained by the passenger.

"PRINCIPAL AND PERMANENT RESIDENCE" means the one fixed and permanent abode of the passenger at the time of the accident. The nationality of the passenger shall not be the determining factor in this regard.

"STOPOVER" means a deliberate interruption of a 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 the Carrier.

"TICKET" means the document entitled "Passenger Ticket and Baggage Check" issued by or on behalf of Carrier and includes the Conditions of Contract and notices and the flight and passenger coupons contained therein.

"UNCHECKED BAGGAGE" means any baggage of the passenger other than checked baggage.

"CONDITIONS OF CARRIAGE" means the conditions that form a legally binding and enforceable contract of carriage between Carrier and a Passenger, that are available on the Website and are incorporated by reference in the Itinerary issued to Passenger for Bookings made through the Website & Mobile App, Call center or through Travel Agents. The Conditions of Carriage shall be subject to change from time to time, based on applicable law or at Carriers' sole discretion.

Article 2–APPLICABILITY

2.1 GENERAL

2.1.1 Except as provided in 2.2 to 2.4, these Conditions of Carriage apply to all carriage by air carriage which is not international, of passengers and baggage, performed by Carrier for reward.

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

2.1.3 Regarding carriage by air which is not international, the rules and limitations relating to liability as specified by Notifications issued from time to time under Section 8 of the Indian Carriage by Air Act, 1972, shall apply.

2.2 CHARTERS

If Carriage is performed under a charter agreement these conditions apply only to the extent they are incorporated by reference by the terms of the charter agreement and the charter ticket.

2.3 OVER RIDING LAW

To the extent that any provision contained or referred here in is contrary to anything contained in the Convention where applicable and 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.

2.4 CONDITIONS PREVAIL OVER REGULATIONS

Except provided herein, in the event of inconsistency between these Conditions and Carrier's regulations, these Conditions shall prevail, except where tariffs in force apply, in which case the tariffs shall prevail.

Article3 –TICKETS

TICKET PRIMA FACIE EVIDENCE OF CONTRACT

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

3.1.2 REQUIREMENT FOR TICKET

Except in the case of an electronic ticket, a person shall not be entitled to be carried on a flight unless that person presents a valid PNR and duly issued by Carrier's database for that flight. A person shall not be entitled to be carried on a flight unless that person provides identification and has a ticket valid and duly issued by Carrier's Regulation and contained in Carrier's database.

3.1.3 TICKET NOT TRANSFERABLE

A ticket is not transferable. If someone other than the person entitled to be carried on ticket travel under that ticket or is given 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..

3.2 PERIOD OF VALIDITY

A ticket is valid for carriage for one year from the date of issuance of ticket except as otherwise provided in the Ticket, these Conditions, or Carrier's Regulations.

3.2.1 Extension of validity

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

3.2.1.1.1 Cancels the flight on which the passenger holds a reservation; or

3.2.1.1.1 Omits a scheduled stop, being the passenger's place of departure, place of destination, or a stopover; or

3.2.1.1.2 Fails to operate a flight reasonably according to schedule; or

3.2.1.1.3 Causes the passenger to miss a connection; or

3.2.1.1.4 Substitutes a different class of service; or

3.2.1.1.5 is unable to provide previously confirmed space; the validity of such passenger's ticket will be extended until the Carrier's first flight on which space is available in the class of service for which the fare has been paid.

3.2.1.2 When a passenger holding a ticket, is prevented from traveling within the period of validity of the ticket because at the time such passenger requests reservations, the Carrier is unable to provide space on the flight, the validity of such passenger's ticket will be extended by Carrier's Regulations.



3.3 FLIGHT COUPON SEQUENCE

3.3.1 Carrier will honor flight PNR, only in the sequence from the place of departure as shown on the ticket.

3.3.2 Each flight PNR will be accepted for carriage in the class of service specified therein on the date and flight for which accommodation has been reserved.

3.4 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 shown opposite the first abbreviation of the Carrier's name in the "Carrier" box in the ticket.

Article 4 – STOPOVERS

Stopovers may be permitted at agreed stop ping place subject to government requirements and Carrier's Regulations.

Article 5- FARES AND CHARGES

5.1 GENERAL

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination. Fares do not include ground transport service between airports and between airports and town terminals unless provided by Carrier without additional charge.

5.2 APPLICABLE FARES

Applicable fares are those published by or on behalf of Carrier or, if not so published, constructed by Carrier's Regulations. Subject to government requirements and Carrier's Regulations, the applicable fare is the fare for the flight or flights in effect on the date of commencement of the carriage covered by the first flight coupon of the ticket. 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, by Carrier's Regulations.

5.3 ROUTING

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

5.4 TAXES AND CHARGES

Any tax or charge imposed by government or other authority, or by the operator of an airport, in respect of a passenger or the use by a passenger of any service or facilities will be in addition to the published fares and charges and shall be payable by the passenger, except as otherwise provided in Carrier's Regulations. The passenger may be required to pay taxes or fees not already collected on the ticket for any reason.

5.5 CURRENCY

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 by Carrier's Regulations.

Article6 – RESERVATIONS

6.1 RESERVATION REQUIREMENTS

Reservations are not confirmed until recorded as accepted by Carrier or its Authorized Agent.

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

6.2 TICKETING TIME LIMITS

If a passenger has not paid for the ticket (or made credit arrangements with Carrier) before the specified ticketing time limit, Carrier may cancel the reservation.

6.3 PERSONAL DATA

The passenger recognizes that personal data has been given to Carrier to make a reservation for carriage and for obtaining ancillary services, facilitate immigration and entry requirements, and making available such data to government agencies who may share such personal data with other government agencies which are beyond the control of the Carriers. For these purposes, the passenger authorizes Carrier to retain such data and to transmit it to its own offices, other Carriers, or the providers of such services, in whatever country they may be located. (A detailed customer data privacy policy is available on the Carrier's website).

6.4 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.

6.5 SERVICE CHARGE WHEN SPACE NOT OCCUPIED

A service charge, by Carrier's Regulations, may be payable by a passenger who fails to use space for which a reservation has been made.

6.6 CANCELLATION OF ONWARD RESERVATIONS MADE BY CARRIER

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

Article7- CHECK-IN

The passenger shall arrive at Carrier's check-in location and boarding gate sufficiently in advance of flight departure to permit completion of any Government formalities and departure 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, the Carrier may cancel the space reserved for the passenger and will not delay the flight. Carrier is not liable to the passenger for loss or expense due to the passenger's failure to comply with the provisions of this Article.

Article 8- REFUSAL AND LIMITATION OF CARRIAGE

8.1 RIGHT TO REFUSE CARRIAGE

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

8.1.1 Such action is necessary to comply with any applicable laws, regulations, or orders of any state or country to be flown from, into or over or

- 8.1.2 the conduct, age, or mental or physical state of the passenger is such as to:
- 8.1.2.1 require special assistance of Carrier, or
 - 8.1.2.2 cause discomfort or make himself or herself objectionable to other passengers; or
 - 8.1.2.3 involve any hazard or risk to himself or herself or other persons or property; or
- 8.1.3 such action is necessary because the passenger has failed to observe the instructions of the Carrier;
or
- 8.1.4 the passenger has refused to submit to a security check; or
- 8.1.5 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
- 8.1.6 the passenger does not appear to be properly documented; or
- 8.1.7 the ticket presented by the passenger:
- 8.1.7.1 has been acquired unlawfully or has been purchased from an entity other than the issuing Carrier or its Authorized agent, or
 - 8.1.7.2 is a counterfeit ticket, or
 - 8.1.7.3 the person presenting the ticket cannot prove that he or she is the person named in the "Name of Passenger" box, and Carrier reserves the right to retain such ticket.

8.2 LIMITATION ON CARRIAGE

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

Article 9 - BAGGAGE

9.1 ITEMS UNACCEPTABLE AS BAGGAGE

- 9.1.1 The passenger shall not include in his or her baggage:
- 9.1.1.1 Items which do not constitute baggage as defined in Article 1 thereof;
 - 9.1.1.2 items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the Dangerous Goods Regulations of the International Civil Aviation Organization (ICAO) and the International Air Transport Association (IATA), and in Carrier's Regulations (further information is available from Carrier on request);
 - 9.1.1.3 items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from, to or over;
 - 9.1.1.4 items which in the opinion of Carrier are unsuitable for carriage because of their weight; size or character, such as fragile or perishable items;
 - 9.1.1.5 Live animals, except as provided for in 9.10
 - 9.1.1.6 Carriage of Arms & Ammunition is **not** allowed on Alliance Air ATR flights.
 - 9.1.1.7 Alliance Air assumes no liability for wear and tear to luggage (scratches, torn zipper, straps,

wheels, handles, scuffs, dents, soiling or manufacturing defects).

9.2 RIGHT TO REFUSE CARRIAGE

Alliance Air may refuse carriage of any passenger or passenger's baggage for reasons of safety or if, in the exercise of its reasonable discretion, it determines that:

- 9.2.1.1 Such action is necessary to comply with any applicable government laws, regulations, or orders
- 9.2.1.2 The carriage of passenger or baggage may endanger or affect the safety, health, or materially affect the comfort of other passengers or crew
- 9.2.1.3 Passenger's mental or physical state, including impairment from alcohol or drugs, presents a hazard or risk to him or her, to co-passengers, to crews, or property
- 9.2.1.4 Passenger has committed misconduct on a previous flight, and the carrier has reason to believe that such conduct may be repeated
- 9.2.1.5 The passenger has refused to submit to a security check
- 9.2.1.6 The passenger has not paid the applicable fare, taxes, fees, or charges
- 9.2.1.7 Passenger do not appear to have valid travel documents, may seek to enter a country through which he or she may be in transit, or for which he or she do not have valid travel documents, destroy travel documents during flight, or refuse to surrender travel documents to the flight crew, against receipt, when so requested
- 9.2.1.8 Passenger presents a ticket that:
 - 9.2.1.9 Has been acquired unlawfully
 - 9.2.1.10 Has been purchased from an entity other than carrier or carrier authorized agent, or
 - 9.2.1.11 Passenger cannot prove that he or she is the person named in the ticket
 - 9.2.1.12 Passenger fails to observe our instructions concerning safety or security.
 - 9.2.1.13 Passenger who has been put on the "No Fly List".
 - 9.2.1.14 Carrier may refuse carriage as baggage of such items described in 9.1 as are prohibited from carriage as baggage and may refuse further carriage of any such items on discovery thereof.
 - 9.2.1.15 Carrier may refuse to carry as baggage any item because of its size, shape, weight, or character.
 - 9.2.1.16 Unless advance arrangements for its carriage have been made with Carrier, the Carrier may carry on later flight baggage, which is more than the applicable free allowance.
 - 9.2.1.17 Carrier may refuse to accept baggage as checked baggage unless it is properly packed in suitcases or other suitable containers to ensure safe carriage with ordinary care in handling.

9.3 RIGHT OF SEARCH

For reasons of safety and security, the Carrier may request the passenger to permit a search to be made of his or her person and his or her baggage and may search or have searched the passenger's baggage in his or her absence if the passenger is not available, to determine whether he or she has or whether his or her baggage contains any item described in 9.1. If the passenger is unwilling to comply with such request, the Carrier may refuse to carry the passenger or baggage.

9.4 CHECKED BAGGAGE

9.4.1 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.

9.4.2 If baggage has no name, initials, or other personal identification, the passenger shall affix such

identification to the Baggage before acceptance.

9.4.3 Checked baggage will be carried on the same aircraft as the passenger unless Carrier decides that this is impracticable, in which case the Carrier will carry checked baggage on the next flight on which space is available.

9.5 FREE BAGGAGE ALLOWANCE

Passengers may carry free of charge baggage as specified and subject to the conditions and limitations in Carrier's Regulations.

9.6 EXCESS BAGGAGE

A passenger shall pay a charge for the carriage of baggage over the free baggage allowance at the rate and in the manner provided in Carrier's Regulations. Excess Baggage charges and charges for additional pieces are non-refundable in case of no-shows and gate shows.

9.7 UNCHECKED BAGGAGE

Baggage that the passenger carries onto the aircraft must fit in an enclosed storage compartment or overhead bin in the cabin. Items determined by the Carrier to be of excessive weight or size will not be permitted in the cabin.

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 separately.

9.8 COLLECTION AND DELIVERY OF BAGGAGE

9.8.1 The passenger shall collect his or her baggage as soon as it is available for collection at the place of destination or stopover. If the passengers do not collect it within a reasonable time, the carrier may charge the passenger a storage fee. If the passenger does not claim his/her checked baggage within three months from the date carrier makes it available, the carrier may dispose of it without any liability or notice to the passenger.

9.8.2 Passenger must collect their Checked-in Baggage from a conveyor belt, as early as possible, to avoid any incident of theft or misplacement of the Checked-in Baggage. The moment the Checked-In Baggage is placed at the relevant conveyor belt of the airport, the carrier shall not be responsible for any loss or theft of the Checked-In Baggage.

9.8.3 Only the bearer of the baggage checks and identification tag, delivered to the passenger at the time the baggage was checked, is entitled to delivery of baggage. Failure to exhibit the baggage identification tag shall not prevent delivery provided the baggage check is produced and the baggage is identified by other means.

9.8.4 If a person claiming the baggage, is unable to produce the baggage check and identify the baggage using a baggage (identification) tag, Carrier will deliver the baggage to such person only on condition that he or she establishes to Carrier's satisfaction his or her 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.

9.8.5 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 accordance with the

contract of carriage.

9.8.6 To ensure that passengers pick up their Checked-in Baggage and there is no confusion, Carrier reserves the right to match the Baggage Tag to the Baggage Identification Tag, upon arrival, either for all passengers or on a random basis, without any prejudice or discrimination. In the event there is a possibility or the slightest assumption that a passenger may be picking up somebody else's Checked-in Baggage, Carrier reserves the right to divulge personal information of such Customer to the original owner of the Checked-in Baggage, and Carrier will not be liable for any losses or damages incurred thereof.

9.8.7 Carrier will not be responsible for or have any liability in respect of, articles removed from a passenger's Baggage by any airport security staff or CISF.

9.9 ANIMALS

9.9.1 Carrier reserve the right to refuse the carriage of Animals on some services. Carrier will only carry animals if it would be legal for them to arrive at a place of destination or transit point and if due notice has been given in advance and permission granted by Carrier.

9.9.2 Animals such as dogs, cats, household birds, and other pets, when properly crated and accompanied by valid health and vaccination certificates, entry permits, exit permits, transit permits, and other documents required by countries of entry or transit will, with the advance agreement of Carrier, be accepted for carriage, subject to Carrier's Regulations. In case of the passenger is not able to provide required valid documents during check-in, the passenger must repay to Carrier any fines, costs, charges, losses, or liabilities the Carrier has paid or suffered.

9.9.3 If accepted as baggage, the animal, together with its container and food carried, shall not be included in the free baggage allowance of the passenger but constitute excess baggage, for which the passenger shall pay the applicable rate.

9.9.4 Guide dogs accompanying sight/hearing impaired and physically handicapped passengers together with containers and food, will be carried free of charge in addition to the normal free baggage allowance, subject to Carrier's Regulations.

9.9.5 Acceptance for carriage of animals is subject to the condition that the passenger assumes full responsibility for such animal. Carrier shall not be liable for injury to or loss, delay, sickness, or death of such animal if it is refused entry into or passage through any country, state, or territory.

9.9.6 The Pets/Guide Dogs will not be allowed to occupy a passenger seat. However, the passenger has the option to buy an extra seat for the accompanied pet.

Article 10 - SCHEDULES, CANCELLATION OF FLIGHTS

10.1 SCHEDULES

Carrier undertakes to use its best efforts to carry the passenger and his or her baggage with reasonable dispatch and to adhere to published schedules in effect on the date of travel.

10.2 CANCELLATION, CHANGES OF SCHEDULE, ETC.

If due circumstances beyond its control Carrier cancels or delays a flight, is unable to provide previously

confirmed space, fails to stop at passenger's stopover or destination point, or causes the passenger to miss a connecting flight on which the passenger holds a reservation (Not applicable on separate tickets), Carrier shall either:

10.2.1 Carry the passenger on another of its scheduled passenger services on which space is available or

10.2.2 Reroute the passenger to the destination indicated on the ticket or applicable portion thereof by its own scheduled services, or using 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

10.2.3 Make a refund by the provisions of Article 11, and shall be under no further liability to the passenger.

Except in the case of its acts or omissions done with intent to cause damage or recklessly and with the knowledge that damage would probably result, Carrier shall not be liable for errors or omissions in timetables or other published schedules, or for representations made by employees, agent or representative or Carrier as to the dates or times of departure or arrival or as to the operation of any flight.

Article 11 - REFUNDS

11.1 GENERAL

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

11.2 PERSON TO WHOM REFUND WILL BE MADE

11.2.1 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. In the event payment for the ticket is made through a travel agent, the refund shall normally be made through such a travel agent.

11.2.2 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, the Carrier shall make a refund only to the person paying for the ticket or to that person's order.

11.2.3 A refund made to anyone presenting the passenger coupon on passenger receipt and all unused flight coupons and holding him or herself out as a person to whom refund may be made in terms of "11.2.2" shall be deemed a proper refund and shall discharge Carrier from liability and any further claim for refund.

11.3 INVOLUNTARY REFUNDS

If Carrier cancels a flight, fails to operate a flight reasonably according to schedule, fails to stop at a point to which the passenger is destined or ticketed to stop over, is unable to provide previously confirmed space, or causes the passenger to miss a connecting flight on which the passenger holds a reservation, the amount of the refund shall be:

11.3.1 If no portion of the ticket has been used, an amount equal to the fare paid;

11.3.2 If a portion of the ticket has been used, the refund will be the higher of:

11.3.2.1 The one-way fare (less applicable discounts and charges) from point of interruption to destination or point of next stopover, or

11.3.2.2 The difference between the fare paid and the fare for the transportation used.

11.4 VOLUNTARY REFUNDS

If the passenger wishes a refund of his or her ticket for reasons other than those set out in Paragraphs of this Article the amount of the refund shall be:

If a portion of the ticket has been used, the refund will be an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the ticket has been used, less any applicable service charges or cancellation fees.

11.5 RIGHT TO REFUSE REFUND

11.5.1 After the expiry of the validity of the ticket, the Carrier may refuse a refund when the application, therefore, is made later than the time prescribed in Carrier's Regulations.

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

11.6 CURRENCY

All refunds will be subject to Government laws, rules, and regulations or orders of the country in which the ticket was originally purchased and of the country in which the refund is being made. Subject to the foregoing provision, refunds will normally be made in the currency and in the country in which the ticket was paid for.

11.7 BY WHOM TICKET REFUNDABLE

Voluntary refunds will be made only by the Carrier which originally issued the Ticket or by its Agent if so authorized.

Article 12 - CONDUCT ABOARD AIRCRAFT

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

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

12.1.3 The Carrier may prohibit the taking of photographs where Government Regulations so require.

Article13 - 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 service, Carrier shall have no liability to the passenger except for willful negligence on its part in making such arrangements.

Article14 - ADMINISTRATIVE FORMALITIES

14.1 GENERAL

The passenger shall be solely responsible for complying with all laws, regulations, orders, demands, and travel requirements of countries to be flown from, into, or over and with Carrier's Regulations and instructions. Carrier shall not be liable for any aid or information was 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 or her failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

14.2 TRAVEL DOCUMENTS

The passenger shall present all exit, entry, health, and other documents required by laws, regulations, orders, demands, or requirements of the countries concerned. 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.

14.3 REFUSAL OF ENTRY

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

14.4 PASSENGERS RESPONSIBLE FOR FINES, DETENTION COSTS,ETC.

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

14.5 CUSTOMS INSPECTION

If required, the passenger shall attend inspection of his or her 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.

14.6 SECURITY INSPECTION

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

Article15 - SUCCESSIVE CARRIERS

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

Article16 - LIABILITY FOR DAMAGE

16.1. The carrier shall be liable for damages sustained in case of death or bodily injury of a passenger upon condition only that the accident which caused the death or injury took place on board the aircraft or in the course of any of the operations of embarking or disembarking.

16.2 The carrier shall be liable for damages sustained in case of destruction or loss of, or of damage to checked baggage upon condition only that the event which caused the destruction, loss, or damage took place on board the aircraft or during any period within which the checked baggage was in the charge of the Carrier. However, the Carrier shall not be liable if and to the extent that the damage resulted from the inherent defect, quality, or vice of the baggage. In the case of unchecked baggage including personal items, the Carrier is liable if the damage has resulted from its fault or that of its servant or agents.

16.3 The Carrier shall be liable for damages occasioned by delay in the carriage by air of passengers, baggage, or cargo. Nevertheless, the Carrier shall not be liable for damage occasioned by delay if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage or that it was impossible for it or them to take such measures.

16.4 If the Carrier proves that the damages were caused or contributed to by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he or she derives his or her rights, the Carrier shall be wholly or partly exonerated from its liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage. When because of death or injury of a passenger, compensation is claimed by a person other than the passenger, the Carrier shall likewise be wholly or partly exonerated from its liability to the extent that it proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of that passenger.

16.5 All the compensation shall be subject to limits on compensation as provided under these conditions.

Article17 –TIME LIMITATION ON CLAIMS AND ACTIONS

17.1 NOTICE OF CLAIMS

No action shall lie in the case of damage to checked baggage unless the person entitled to delivery complains to Carrier forthwith after the discovery of the damage, and, at the latest, within seven (7) days from the date of receipt and in the case of delay unless the complaint is made at the latest within twenty-one (21) days from the date on which the baggage has been placed at his or her disposal. Every complaint must be made in writing and dispatched within the times aforesaid. If no complaint is made within the period specified above, no action shall lie against the Carrier, except in the case of fraud committed by the Carrier.

17.2 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, 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.

17.3 JURISDICTION

An action for damages in respect of baggage shall be brought, at the option of the claimant of damages, in the territory of one of the state parties, either before the court of the domicile of the Carrier or of its principal place of business, or where it has a place of business, or where it has a place of business through which the contract has been made or before the court at the place of destination.

An action for damages in case of death may be brought in the above-mentioned courts or in the territory of a state party in which at the time of the accident, the passenger has his or her principal place and permanent residence and to or from which the Carrier operates services for the carriage of passenger by air, either on its aircraft, or on another Carrier's aircraft under a commercial agreement, and in which the Carrier conducts its business of carriage of passengers by air from premises leased or owned by the Carrier itself or by another Carrier with which it has a commercial agreement.

In case of carriage of air performed by a Carrier (i.e. actual Carrier) other than the contracting Carrier, an action for damages must be brought, at the option of the complainant, in the territory of one of the state parties, either before a court in which an action may be brought against the contracting Carrier or before the court having jurisdiction at the place where the actual Carrier has its domicile or its principal place of business.

Article18- MODIFICATION AND WAIVER

No Agent, employee, except representative of Carrier who has competent authority may alter modify or waive any provision of these Conditions of Carriage.