

## **Article I - Definitions**

Within these conditions and except as otherwise provided for herein, the following terms are used with the meaning given below:

### **Agreed Stopping Place**

means a stop scheduled by the Passenger during their journey, at a stopover located between the departure point and the arrival point, as shown on the Ticket or in the Schedules.

### **Air Carriage (or Air Travel)**

means the carriage of a Passenger and their Baggage, as defined by the applicable Convention.

### **Airline Designator Code**

means the code issued by the IATA, which identifies each carrier that is a member of this association using two or more alphabetical, numerical or alphanumeric characters and that is shown on the Ticket.

### **Authorised Agent**

means an individual or legal entity that is authorised by the Carrier to represent the Carrier in the sale of air carriage tickets for its services or for the services of another Carrier if said agent is so authorised.

### **Baggage**

means the effects and other personal items that accompany Passengers during their journey. Except as otherwise provided for, this term includes both Checked Baggage and Unchecked Baggage.

### **Baggage Check**

means the identification stub issued by the Carrier and attached to the Ticket, which pertains to the carriage of Checked Baggage.

### **Baggage Identification Form or Baggage Tag**

means a tag issued by the Carrier for the sole purpose of identifying Checked Baggage and that includes a portion that is affixed to the Baggage ("Baggage Tag") and another portion that is issued to the Passenger for the identification of said Baggage ("Baggage Check").

### **Beneficiary (see Person Entitled to Compensation)**

### **Carrier**

means ROYAL AIR MAROC or any other carrier, for which the Designator Code appears on the Ticket or on a Conjunction Ticket.

### **Charter Contract**

means the operation whereby the contracting Carrier (contractual Carrier) delegates to another Carrier (actual Carrier) responsibility for performing all or part of the carriage and also means the commercial agreement whereby any other party that has contracted with the Passenger (for example a tour operator) entrusts the Carrier with performing all or part of the carriage.

### **Checked Baggage**

means Baggage of which the Carrier has agreed to take custody and for which a Baggage Check or identification form has been issued.

**Check-In Deadline (CID)**

means the time limit, as specified for each flight and before which Passengers must have carried out their check-in formalities and received their boarding card or pass.

**Code Share (see Code Share Flight)**

**Code Share Flight or "Code Share"**

means a flight operated by an Air Carrier that can be either the Carrier with which the Passenger concluded a contract (contracting Carrier or contractual Carrier), or another Carrier (Carrier providing the flight or actual Carrier) with which the contracting Carrier has associated its Designator Code.

**Community Air Carrier**

means an Air Carrier that holds a valid operating licence issued by a Member State of the European Union, in accordance with the provisions of Regulation (EEC) No 2407/92 of 23 July 1992.

**Conjunction Ticket**

means a Ticket issued to a Passenger in conjunction with another Ticket, which together constitute a single Contract of Carriage.

**Contract of Carriage**

means the declarations and provisions attached to the Ticket or to the Itinerary and Receipt (Travel Memo), identified as such and that incorporate these General Conditions of Carriage, as well as notices to Passengers.

**Convention**

means, as applicable:

- (a) The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929.
- (b) The Hague Protocol of 28 September 1955, which amended the Warsaw Convention.
- (c) The Guadalajara Supplementary Convention, of 18 September 1961.
- (d) Montreal Protocols 1, 2 and 4 (1975), which amended the Warsaw Convention.
- (e) The Convention for the Unification of Certain Rules for International Carriage by Air, signed in Montreal on 28 May 1999.

**Coupon**

means a paper Flight Coupon or an Electronic Coupon, each of which bears the name of the Passenger who is to take the flight identified on the Coupon.

**Damage**

includes the harm that arises in the event of death or bodily injury that a Passenger may suffer or that results from a delay, total or partial loss, or any other harm arising due to Air Carriage, as defined below, or that is in direct connection therewith.

**Days**

mean the calendar days that include the seven days of the week, it being understood that in the

event of notice being issued, the dispatch day is not included and that, in order to determine the validity of a Ticket, the date of Ticket issue or the flight departure date are not counted.

### **Electronic Coupon**

means an electronic Flight Coupon or any other document that has the same value, which is stored in digital format in the Carrier's computerised reservation system.

### **Electronic Ticket**

means the Ticket saved by the Carrier or at its request by a computerised Reservation system and that is evidenced by the Travel Memo (also called the Itinerary and Receipt), issued by the Carrier or in its name, the electronic Flight Coupon or any other document that has the same value.

### **Fares**

mean the fares, costs and corresponding General Conditions of Carriage filed by a Carrier with the governments that require this. The Fares also include taxes, where required by the law in force.

### **Flight Coupon**

means the portion of the Ticket identified as being "valid for carriage" or, for Electronic Tickets, the Electronic Coupon that shows the exact points between which the Passenger must be carried.

### **Force Majeure**

means circumstances that are external to the party citing them and that are abnormal and unpredictable, the consequences of which could not have been avoided despite all the care and attention exercised.

### **IATA (International Air Transport Association)**

means the International Air Transport Association, created in April 1945 in Montreal, the purpose of which is to encourage the development of safe, regular and economical air carriage and to promote air services and study the problems related thereto.

### **Interior Flight or Domestic Flight**

means any flight for which the departure and arrival town are within the same State, within territorial continuity.

### **International Agreements (IIA and MIA) of the International Air Transport Association (IATA)**

mean the inter-carrier agreements on the liability of air carriers, signed on 31 October 1995 in Kuala Lumpur (IIA) and on 3 April 1996 in Montreal (MIA), which are applicable by carriers that have been members of the International Air Transport Association (see IATA) since 1 April 1997, and that are included in the legal scope of the international sources of law on carrier liability referred to under points (a) to (d) of the term "Convention" defined below.

### **International Flight**

means, as defined by the Convention, any flight for which the departure point and arrival point and, possibly, the stopover point, are located on the territory of at least two States that are parties to the Convention, notwithstanding stopovers or aircraft changes, or within a single State if a stopover is scheduled in another State, regardless of whether said other State is or is

not party to the Convention.

### **Itinerary and Receipt (see Travel Memo)**

#### **Passenger(s)**

mean(s) any person, except members of the crew, who is carried or to be carried by plane, and who is in possession of a Ticket.

#### **Passenger Coupon or Passenger Receipt**

means the portion of the Ticket, issued by the Carrier or in its name, which is identified as such and must be retained by the Passenger.

#### **Passenger with Reduced Mobility**

means any person whose mobility is reduced when using transport because of any physical disability (sensory or locomotory, permanent or temporary), intellectual impairment, age or any other cause of disability, and whose situation needs special attention and adaptation to the person's needs of the services made available to all Passengers.

#### **Person Entitled to Compensation**

means the Passenger or any person who can claim compensation on behalf of said Passenger, in accordance with the applicable law.

#### **Rail Flight/Sea Flight/Road Flight**

means "combined carriage" whereby Air Carriage and the other forms of carriage are sold together and may be performed under different liability systems.

#### **Reservation**

means the fact that a Passenger is in possession of a Ticket, or other proof, which states that the Reservation has been accepted and recorded by the Air Carrier or tour operator.

#### **Schedules or Schedule Indicators**

mean the list of departure and arrival times for the aircraft, as shown in the schedule guides published by the Carrier, or under its authority, or as brought to the attention of the public by electronic means.

#### **Security Item**

means any object that, for security or safety reasons, cannot be transported, in accordance with the law in force.

#### **Special Declaration of Interest**

means the Declaration made by the Passenger when handing over the Baggage to be checked, which specifies a value that is higher than that fixed as a liability limit by the Convention, in consideration for the payment of a surcharge.

#### **Special Drawing Right (SDR)**

means a unit of account of the International Monetary Fund (IMF) the value of which is periodically defined by the IMF, on the basis of the listed prices of several reference currencies.

#### **Stopovers**

mean the points, with the exception of the points of departure and arrival, shown on the Ticket or mentioned in the Schedules as stopovers planned on the Passenger's itinerary.

### **Ticket**

means a valid document that establishes the right to carriage, in the form of an "individual or group travel voucher", which may be completed by a Baggage Check or an identification form for Checked Baggage, or by equivalent means in a dematerialised form, including electronic, that is issued or authorised by the Air Carrier or its Authorised Agent \*. The Ticket evidences the Contract of Carriage, includes the Flight Coupons, the Passenger Coupons, notices to passengers and incorporates these General Conditions of Carriage.

### **Travel Memo (or also Itinerary and Receipt)**

means one or more documents that the Carrier issues to the Passenger, where the Passenger uses an Electronic Ticket that bears their name, information on the flight and notices to Passengers. The Travel Memo may also be termed "Itinerary and Receipt".

### **Unchecked Baggage or "Cabin Baggage"**

means all Baggage, other than Checked Baggage. This Baggage remains in the custody of the Passenger.

*\* Regulation (EC) No 261/2004*

## **Article II - Scope of application**

### **1. General Provisions**

(a) The conditions of the Contract of Carriage are the conditions to which the Passenger's Ticket refers.

Subject to the provisions of paragraphs 2 and 4 below, these General Conditions of Carriage apply to all flights, or portions of flights, for which the Royal Air Maroc Designator Code appears in the "Carrier" box of the Ticket or of the corresponding Coupon.

(b) These General Conditions of Carriage also apply to offered or reduced-fare carriage, except as otherwise provided for in the Contract of Carriage or in any other contractual document that links Royal Air Maroc to the Passenger.

(c) All carriage is subject to the General Conditions of Carriage and to the Carrier's fare regulations in force when the Ticket is issued or, if said date cannot be determined, when the carriage covered by the first Ticket Flight Coupon starts.

(d) These General Conditions of Carriage have been drawn up pursuant to the Montreal Convention of 28 May 1999 and the European law in force.

### **2. Charters**

If the carriage is performed pursuant to a Charter Contract, these Conditions shall only apply to the extent that they are attached to, incorporated in or mentioned by reference or otherwise, in the Charter Contract or in the Ticket.

### **3. Code Shares**

Certain flights or air services provided by the Carrier are liable to fall under a Code Share agreement with other Air Carriers. In these cases, a Carrier other than that indicated on the Ticket (and with which the Passenger may possibly have made their Reservation) may operate the air service concerned. If such arrangements apply, the Passenger shall be informed of the identity of said Carrier, at the time of Reservation or at the latest during check-in. These conditions of the Contract of Carriage are also valid for this type of carriage.

#### **4. Predominance of the Law**

These General Conditions of Carriage are applicable to the extent that they are not contrary to the law in force or to the filed Tariffs, in which case, said law or said Tariffs shall prevail. Any invalidation of one or more provisions of these General Conditions of Carriage shall not have any effect on the validity of the other provisions.

## **Article III - Tickets**

### **1. General Provisions**

(a) The Ticket evidences, until proof of the contrary, the existence of the conclusion and content of a Contract of Carriage between the Carrier and the Passenger whose name is shown on the Ticket.

(b) The carriage service is only provided to the Passenger named on the Ticket. The Carrier reserves the right to check the identity documents of its Passengers.

(c) A Ticket may not be transferred, subject to the applicable law in force, in particular concerning package holidays. If a person other than the person who is to travel presents a Ticket for carriage or refund purposes, the Carrier shall not assume any liability if, while acting in good faith, it carries or refunds the person who presents the Ticket.

(d) Certain Tickets, which are sold at reduced fares, are partially or totally non-refundable. It is up to the Passenger to consult the conditions applicable to the use of their Ticket and, where applicable, to take out the appropriate insurance to cover the circumstances under which they would have to cancel their journey.

(e) If a Passenger possesses a Ticket, as described in paragraph (d) above, which they have not used and if it is impossible for them to travel for reasons of Force Majeure, as defined in Article I, the Carrier shall credit the Passenger for the amount of their non-refundable Ticket, for a subsequent journey and subject to reasonable administrative fees, provided that the Passenger informs the Carrier as soon as possible prior to the date of the flight and provides proof of such instance of Force Majeure.

(f) As the Ticket is subject to mandatory formal conditions, the Ticket shall at all times remain the property of the issuing Carrier.

(g) With the exception of Electronic Tickets, Passengers may only be carried if they are able to present a valid Ticket that contains the Coupon that corresponds to the flight concerned and

all other unused Coupons, as well as the Passenger Coupon. Moreover, a Ticket that is damaged or has been modified by a person other than the Carrier or one of its Authorised Agents shall not be valid for carriage. For Electronic Tickets, Passengers must provide proof of identity and shall only be carried on a flight if a valid Electronic Ticket was issued in their name.

(h) In the event of the loss of or damage to all or part of the Ticket or if a Ticket is not presented that contains the Passenger Coupon and all the unused Flight Coupons, the Carrier shall replace, at the Passenger's request, all or part of said Ticket. The replacement will be in the form of a newly-issued Ticket, provided that when the request is made, the Carrier has proof that a valid Ticket was issued for the flight(s) concerned and that the Passenger provides their written agreement to compensate the Carrier, in the event of the fraudulent use of the Ticket and within the limit of the price thereof, for all fees and expenses incurred due to said fraudulent use. No reimbursement shall be claimed if said fees and expenses were caused by the Carrier's fault. Lastly, the Carrier that issues the Ticket may invoice the Passenger for reasonable administrative fees in order to re-issue the Passenger's Ticket, unless the loss or damage is caused by the fault of the Carrier or its Agent.

(i) If the proof mentioned in paragraph (h) above is not provided or if the Passenger refuses to undertake to compensate the Carrier, the Carrier that issues the Ticket may cause the Passenger to pay the total price of the replacement Ticket. This payment will be refunded when the Carrier has proof that the lost or damaged Ticket was not used during its validity period or, if, during said same period, the Passenger finds the original Ticket and remits it to the Carrier.

(j) It is the Passenger's responsibility to take all measures to ensure that the Ticket is not lost or stolen.

(k) If a Passenger benefits from a fare reduction or a fare that is subject to specific conditions, the Passenger must be in a position, at all times during their journey, to provide appropriate supporting documents and to prove the validity thereof.

## **2. Validity Period**

(a) Except as otherwise provided for in the Ticket or in these General Conditions of Carriage, or, for Fares that affect the validity period of a Ticket, as stated on the Ticket itself, a Ticket is valid for carriage:

- for one year, as from the date of issue thereof, or,
- for one year, as from the date of use of the first Coupon, if such use occurs within one year of the issue thereof.

(b) If a Passenger is unable to travel during the validity period of their Ticket because, when the Passenger requests a Reservation on a flight, the Carrier is not in a position to confirm the Reservation requested by the Passenger, the validity of said Ticket shall be extended or the Ticket may give rise to a refund, under the conditions provided for in Article X below.

(c) If, after having started their journey, a Passenger is prevented, for health reasons, from continuing their journey during the validity period of the Ticket, the Carrier may extend the validity of the Ticket upon presentation of an appropriate medical certificate, until the date on which the Passenger is once again in a position to travel or until the date of the first available

flight. Said extension shall only start at the point at which the journey was interrupted and shall be valid for carriage in the class of the fare paid. If the unused Flight Coupons contain one or more agreed stopping places, the validity of the Ticket may be extended by three months at the most, as from the date shown on the medical certificate submitted. In the same way, the Carrier shall extend the validity of the Tickets of the immediate family members who are accompanying the Passenger.

(d) In the event of the death of a Passenger during a journey, the Tickets of the persons who are accompanying the deceased Passenger may be changed, either by waiving any minimum stay requirements or by extending the validity of said Tickets. In the event of the death of an immediate family member of a Passenger whose journey has started, the validity of their Tickets and of those of the members of their immediate family travelling with them may be changed in the same way.

(e) Any change mentioned in paragraph (d) above may only be made after receipt of a valid death certificate. Any extension cannot exceed forty-five (45) days as from the date of death.

### **3. Coupon Order of Use**

(a) A Ticket is only valid for the carriage indicated thereon, from the departure point to the arrival point, via any Stopover scheduled when the Ticket was purchased. The fare that the Passenger paid corresponds to the route stated on the Ticket and is an integral part of the Contract of Carriage concluded between the Carrier and the Passenger. The Ticket will not be accepted and shall lose all validity if the Coupons are not used in the order in which they are issued.

(b) A change in the departure or arrival point for the journey by the Passenger (for example, if the Passenger does not use the first Coupon), may result in a change in fare. Numerous fares are only valid on the dates and for the flights specified on the Ticket. Where applicable, said fares may be changed, subject to the payment of an additional fare.

### **4. Changes Requested by a Passenger**

(a) If the Passenger wishes to change all or part of their journey, they must first make contact with the Carrier. The fare will be recalculated and the Passenger will then have the possibility of accepting the new price or keeping the original carriage, as shown on the Ticket. If a Passenger has to change their Ticket due to a reason that constitutes Force Majeure, as defined in Article I and for which they will be requested to provide proof, the Passenger must, as soon as possible, make contact with the Carrier, which shall use reasonable efforts to ensure carriage to the next Stopover or to the Passenger's destination, without any change in fare.

(b) If a Passenger changes their journey without the Carrier's agreement, the Carrier shall adjust the fare in light of this change. The Passenger must then pay the difference between the fare that corresponds to the journey purchased and the price of the new journey. If the new fare is less than the previous fare, the Carrier shall refund the difference, however the old Coupons, in any event, shall no longer have any value.

(c) Each Ticket Flight Coupon shall be valid for carriage in the class specified on the Ticket, on the date and for the flight that corresponds to the Reservation made. If a Coupon is

originally issued without reference to a Reservation, a Reservation may be made subsequently, in accordance with the fares in force and within the limit of the seats available on the flight requested.

## **5. Identification of the Carrier**

The Carrier identification may be shown as an abbreviation on Ticket, using its Designator Code (as defined in Article I) or in any other form.

The Carrier's address is deemed to be that of its registered office or principal place of business.

# **Article IV - Fares, taxes, fees and Charges**

## **1. Fares**

Except as otherwise provided for, Fares apply solely to the carriage from the airport at the point of departure to the airport at the point of arrival. Fares do not include ground carriage between airports and between airports and town terminals. The Fare shall be calculated in accordance with the Fares in force on the Ticket purchase date, for a journey scheduled on the dates and for the itinerary shown on said Ticket. Any change in itinerary or journey date may have an impact on the applicable Fare.

The applicable Fares are those published by the Carrier or calculated thereby, in accordance with the fare regulations in force for the flight(s) shown on the Ticket from the departure point to the arrival point, for a given class of carriage, on the Ticket purchase date.

Except as otherwise provided for in the Contract of Carriage or in any other contractual document, the Fares shall apply exclusively to the journey provided for in said Contract or in said document.

For markets outside the European currency area, there might be a price difference between the amount shown at the reservation in local currency and the price charged the customer account of fluctuating exchange rates (local currency conversion / euro).

## **2. Fees, taxes and charges**

All fees, taxes or charges imposed by governments, by any other authorities or by the airport operator shall be paid by the Passenger. When purchasing their Ticket, Passengers will be informed of said fees, taxes or charges, which will be charged in addition to the Fares and, in most cases, will be shown separately on the Ticket.

## **3. Payment Currency**

The fares, taxes, fees and charges are payable in the currency of the country where the Ticket was purchased, unless another currency is specified by the Carrier or its Authorised Agent, when the Ticket is purchased or beforehand (for example, due to local currency not being convertible). Moreover, the Carrier may, at its discretion, accept payments in another currency.

# **Article V - Reservations**

## **1. Reservation Requirements**

(a) Reservations are not confirmed until they are accepted and recorded by the Carrier or its Authorised Agent in the computerised reservation system. If requested, the Carrier may provide a Reservation confirmation.

(b) Certain Fares may be subject to conditions that limit or exclude the possibility of changing or cancelling Reservations.

## **2. Ticketing Time Limit**

If a Passenger has not paid for their Ticket before the specified ticketing time limit, as notified by the Carrier or its Authorised Agent, the Reservation may be cancelled and the seat allocated to another Passenger.

For all flights booked from US ,Royal Air Maroc will refund a purchased ticket with a full refund without penalty up to 24 hours after reservation for reservations made seven days (168 hours) or more prior to the flight's scheduled departure. This policy applies only to transportation booked on Royal Air Maroc's USA website for transportation to or from the USA.

This policy applies to refundable as well as non-refundable fares.

## **3. Personal Data**

Passengers shall provide the Carrier, or its Authorised Agent, with their personal data for the purpose of making a Reservation, obtaining ancillary and complementary services, facilitating immigration formalities and entering the territory of a State. To this end, Passengers shall authorise the Carrier to retain the data collected and to the transfer said data to its own agencies, its Authorised Agents, to the Carriers, as defined by Article I above, to the ancillary service providers mentioned above and/or the government agencies, regardless of the country and subject to the applicable law.

The Passengers concerned shall be entitled to access and amend the personal data thus collected, stored and transferred, to the extent that said data is found to be inaccurate or incomplete. Passengers can access their personal information and change via the tab "Manage my booking". Passengers may revoke at any time the use and processing of personal data, with effect for the future through an e-mail sent to the address [equipesiteweb@royalairmaroc.com](mailto:equipesiteweb@royalairmaroc.com) or at the following address :

Customer Service complaints  
Casa-Anfa Airport  
Casablanca 20200  
MOROCCO

## **4. Seat Allocation**

The Carrier shall make reasonable efforts to meet seat allocation requests, but cannot guarantee the allocation of a given seat, even if the Reservation is confirmed for said seat. The Carrier reserves the right to change the seat allocation at any time, including after boarding, due to operating, security or safety imperatives.

## **5. Reconfirmation of Reservations**

(a) Reservations for onward or return flights may be subject to re-confirmation, within certain time limits. The Carrier shall state when reconfirmation is required and how to reconfirm. If a Passenger does not reconfirm, even though they were requested to do so, the Carrier may cancel their Reservations for the onward and/or return flights. However, if the Passenger informs the Carrier that they still wish to travel and if there are available seats on the flight concerned, the Carrier shall reinstate the Passenger's Reservation. If there are no available seats on said flight, the Carrier shall endeavour to transport the Passenger to an onward airport or to their final destination.

(b) If, during their journey, a Passenger uses the services of several Carriers, as defined by Article I, it is their responsibility to check with each Carrier if reconfirmations are required. In this case, reconfirmation must be provided to the Carrier whose Designator Code appears on the Flight Coupon.

## **6. Cancellation of Reservations on an Onward or Return Flight**

If a Passenger does not check in for a flight, the Carrier may cancel their Reservations for the onward or return legs, unless the Passenger has informed the Carrier in advance and in compliance with the fare conditions (see, in particular, Article III.3 "Coupon Order of Use").

# **Article VI - Check-in and Boarding**

1. Check-In Deadlines (CID) vary from one airport to another. Passengers are recommended to check said Deadlines beforehand. Passengers must imperatively comply with Check-In Deadlines, in order to facilitate their journey and avoid their Reservations being cancelled. The Carrier or its Authorised Agent shall provide Passengers with all requisite information on the Check-In Deadline for their first flight with the Carrier. If the Passenger's journey contains subsequent flights, it is up to the Passenger to obtain information on the Check-In Deadlines, by consulting the Carrier's Schedules or those of its Authorised Agents.

2. Passengers must arrive at the Carrier's check-in desk sufficiently early before the flight, in order to carry out all the formalities and, in any event, before the Check-In Deadline specified by the Carrier.

If a Passenger does not go to the Carrier's check-in desk before the Check-In Deadline or does not go to said desk with a document that corresponds to the journey concerned and the Passenger is therefore unable to travel, the Carrier may cancel the seat reserved for them and dispose of the seat as the Carrier sees fit, without any liability toward the Passenger.

3. If a Flight Coupon is not collected at the check-in desk, when Passengers receive their boarding card, the Coupon concerned shall remain in their custody and they must hand over

the Coupon to the Carrier when boarding.

4. Passengers must be present at the boarding gate at the latest at the time specified at check-in. The Carrier may cancel a Passenger's Reservation if the Passenger is not present at the boarding gate at the time specified, without any liability toward the Passenger.

5. The Carrier may not be held liable in any way, in particular for any loss, damage or disbursement, if a Passenger has not complied with the conditions of this article.

## **Article VII - Refusal and Limit Refusal and limitation of Carriage**

### **1. Right to refuse carriage**

At any point during embarkation and/or connection, the Carrier may refuse to transport a Passenger and their Baggage, if one or more of the following cases has occurred or is likely to occur:

(a) The Passenger has not complied with the applicable law.

(b) The carriage of the Passenger and/or of their Baggage may endanger the security, safety, comfort or convenience of the Passengers or the crew, in particular if the Passenger uses intimidation, behaves abusively and insultingly or uses abusive and insulting language to the ground crew and/or the crew.

(c) The Passenger's physical or mental state, including any condition caused by the consumption of alcohol or the use of drugs or medication, could present a hazard or risk to themselves, the other Passengers, the crew or property.

(d) The Passenger has compromised security, order and/or discipline when checking in for the flight or, for connecting flights, during a previous flight and the Carrier has reason to believe that such conduct may be repeated.

(e) The Carrier has informed the Passenger in writing that the Carrier cannot transport the Passenger again. In this case, the Ticket may be refunded.

(f) The Passenger has refused to undergo the security checks provided for, in particular in Articles VIII/5 and XIII/6 below and/or has refused to provide proof of their identity.

(g) The Passenger is not in a position to prove that they are the person referred to in the box "Passenger name" on the Ticket.

(h) The Passenger (or the person who paid for the Ticket) has not paid the Fare in force and/or all the applicable fees, taxes and charges.

(i) The Passenger does not appear to be in possession of valid travel documents, has sought to enter a territory during transit, has destroyed their travel documents during the flight, has

refused to allow copies thereof to be made and kept by the Carrier or the Passenger's travel documents are expired, incomplete in light of the regulations in force, or fraudulent (usurpation of identity, forgery or counterfeiting of documents).

(j) The Ticket presented by the Passenger:

- was acquired fraudulently or purchased from an organisation other than that of the Carrier or its Authorised Agent, or
- was listed as a stolen or lost document, or
- was forged or counterfeited, or
- has a Flight Coupon that was damaged or modified by someone other than the Carrier or its Authorised Agent.

(k) The Passenger has not used the Flight Coupons in the order of issue, in accordance with the provisions of Article III/3 and Article III/4 above.

(l) When checking in or boarding, the Passenger requires special assistance that was not requested when the travel Reservation was made.

(m) The Passenger did not comply with the instructions and regulations concerning security or safety.

*In cases (g), (i), (j) and (k) above, the Carrier reserves the right to retain the Passenger's Ticket.*

## **2. Special Assistance**

(a) The acceptance of the carriage of unaccompanied children, Passengers with Reduced Mobility, pregnant women and persons with illnesses or any other person who requires special assistance, is subject to the Carrier's prior agreement.

Passengers with Reduced Mobility who, when purchasing their Ticket, informed the Carrier of their disability or of any special need for assistance and who were accepted by the Carrier, in full knowledge of the facts, cannot be refused boarding due to their disability or their special needs.

(b) If a Passenger requires a special meal, they must enquire as to the availability thereof when making the Reservation (or changing a Reservation) or within the time limits published by the Carrier. Otherwise, the Carrier cannot guarantee the presence of said special meal on board the flight concerned. If, due to operational constraints, certain requests cannot be met, the Carrier may not be held liable in any way on this ground.

(c) If a Passenger has a medical background, it is recommended that the Passenger consult a doctor before taking a flight, particularly a long-haul flight, and take all necessary precautions.

The specific conditions referred to in paragraph 2 above are not part of the Contract of Carriage and must be considered as being Ancillary Services, as defined by Article XII below.

Moreover, if a request that corresponds to the cases referred to in paragraphs (a) and (b) above is made when checking in, the Carrier shall in no way be held liable if it cannot fulfil said request. In this case, the Carrier is entitled to refuse boarding to the Passenger, in accordance with the provisions of paragraph 1, sub-paragraph (l) of this article.

## **Article VIII - Baggage**

### **1. Baggage Allowance**

All Tickets grant the right, without having to pay any supplement, to the carriage of a quantity of Baggage (in terms of number and/or weight), that is determined according to the fare paid and the class of carriage. Said quantity is shown on the Ticket and must be taken into account in all cases. However, the Baggage may not exceed a maximum weight.

According to the journey scheduled, the quantity of Baggage may be determined either according to weight ("weight concept") or according to the combined criteria of weight, dimension and number of Baggage items ("item concept"). Information is available from the Carrier or from its Authorised Agents.

### **2. Excess Baggage**

Checked Baggage that is allowed in the hold must not exceed certain weight and dimension limits, which, above a certain allowance, give rise to an additional fare. The conditions for the payment of excess Baggage are available upon request from the Carrier's points of sale and those of its Authorised Agents.

### **3. Prohibited Items**

Passengers must not include the following items in their Baggage:

(a) Items that are liable to endanger the aircraft, the persons or property on board, 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 the Carrier's regulations, as applicable (additional information is available upon request from the Carrier); these items include, in particular, explosives, pressurised gas, oxidising, radioactive or magnetised substances, inflammable substances, toxic or corrosive substances and liquid substances of any kind (except for liquids contained in Hand Baggage and intended for personal use by Passengers during their journey).

(b) Items for which carriage is prohibited by the law in force in any States where flights depart, arrive, fly over or make scheduled stopovers;

(c) Items reasonably considered by the Carrier to be unsuitable for carriage due to their weight, dimension, unpleasant odour, configuration or fragile or perishable nature, which make them unsuitable for carriage in light of, in particular, the type of aircraft used. Information on these items may be provided to Passengers, upon request;

(d) Firearms and ammunition other than those intended for hunting or sport which, in order to be accepted as Checked Baggage, must be unloaded, suitably packed and have the safety catch on. The carriage of ammunition is subject to the ICAO and IATA Dangerous Goods Regulations, as stated in paragraph (a) above;

(e) Cutting weapons, stabbing weapons and aerosols that may be used as attack or defence

weapons;

(f) Antique weapons, swords, knives and other weapons of this type. This type of item may not be transported in the cabin under any circumstances. They may nevertheless be accepted as Checked Baggage, at the Carrier's discretion;

(g) Perishable items, money, currencies, jewellery, works of art, precious metals, silverware, securities or other valuables, expensive clothes, optical or photographic appliances, computers, electronic and/or telecommunications equipment or appliances, musical instruments, passports and identity papers, keys, samples, business documents, manuscripts or deeds, whether individualised or fungible, etc.;

(h) Live animals, except pets and subject to compliance with the provisions of paragraph 10 of this article.

It is moreover specified that, for all practical purposes, the Carrier is entitled to be exempt from its liability where damage results from the nature of or a defect that is specific to an item of baggage.

#### **4. Right to Refuse Carriage**

(a) At any embarkation or intermediary point, the Carrier may, for security and/or safety reasons, refuse to carry as Baggage the items referred to in paragraph 3 above, or to refuse to continue carrying them, if they are discovered during the journey. The Carrier has no obligation to take custody of refused Baggage and/or items.

(b) The Carrier may refuse to carry any item as Baggage, due to its dimensions, form, weight, content, configuration, nature or its unpleasant odour or for operating, security/safety reasons or to preserve the comfort and convenience of Passengers. Information on this type of Baggage is available upon request.

(c) The Carrier may refuse to carry Baggage that it reasonably considers to be poorly packed or placed in unsuitable containers. Information on packing and unsuitable containers is available upon request.

#### **5. Right of Search**

For security/safety reasons, the Carrier may ask Passengers to undergo, for themselves and/or their Baggage, a search or any type of scan, whether using X-rays or otherwise. If a Passenger is not available, their Baggage may be scanned or searched in their absence, with a view to checking whether it contains the items referred to in paragraph 3 above, or any arms or ammunition that were not presented. If a Passenger refuses to comply with such requests, the Carrier may deny them and their Baggage carriage. If said scans damage the Baggage and the contents thereof or cause Damage, the Carrier shall not be liable, unless the Damage is caused by the Carrier's fault or negligence.

#### **6. Checked Baggage**

(a) As soon as Passengers have handed over their Baggage at check-in, the Carrier shall issue Passengers with a Baggage Check, for each Baggage item that is checked in.

(b) Passengers must affix their name or any other form of identification to the Baggage.

(c) Checked Baggage will, to the extent possible, be carried in the same aircraft as the Passenger unless, for operating or security/safety reasons, the Carrier decides that it will be carried on another flight. In this case, the Carrier will deliver the Baggage, unless the law in force requires the Passenger to be present for a customs inspection.

## **7. Unchecked Baggage or Cabin Baggage**

(a) The Carrier may impose maximum dimensions and/or weight for Baggage that Passengers take in the cabin and/or limit the number thereof. Unless specified otherwise, Cabin Baggage must be able to be placed under the seat in front of Passengers or in a locker. Certain Baggage that Passengers wish to take in the cabin may, at any time prior to the flight departure, be denied cabin access and must be embarked as Checked Baggage.

(b) The Baggage/items that Passengers do not wish to carry in the hold (such as fragile musical instruments or others) and that do not comply with the provisions of paragraph (a) above (excess dimensions and/or weight), may only be accepted for cabin carriage if the Carrier has been duly informed thereof beforehand and granted authorisation. The carriage service may then give rise to an additional charge.

## **8. Special Declaration of Interest**

(a) For all checked Baggage for which the value exceeds the liability limits in the event of destruction, loss, damage or delay, as defined by the Convention, Passengers may either personally insure all their Baggage prior to the journey or, when handing over the Baggage to the Carrier, make a Special Declaration of Interest limited to a certain amount. In this case, an additional charge made known upon request, must be paid by the Passenger. Compensation will be paid in accordance with the provisions of Article XV.

(b) The Carrier reserves the right to verify the adequacy of the value declared with the value of the Baggage and the contents thereof.

(c) The Carrier may refuse any Special Declaration of Interest if a Passenger does not comply with the time limit fixed by the Carrier in order to make such a declaration. The Carrier also has the option of capping the level of the declarations that are liable to be made at a maximum amount. The Carrier also has the right to provide proof, in the event of damage, that the amount declared was higher than the Passenger's genuine interest at the time of delivery.

## **9. Collection and Delivery of Baggage**

(a) Subject to the provisions of paragraph 6 (c) of this article, it is the responsibility of Passengers to collect their Baggage as soon as it is made available to them at the arrival points or Agreed Stopping Place points. If Passengers do not collect their Baggage within a reasonable length of time, the Carrier may invoice custody charges. If a Passenger does not collect Baggage within three months as from the Baggage being made available to them, the Carrier may dispose of said Baggage, without being liable toward the Passenger in any way. Pursuant to the provisions of the law in force in certain countries, unclaimed baggage may be handed over to the appropriate national authorities.

(b) Only the bearer of the Baggage Check or the identification form is authorised to collect the Baggage.

(c) If a person claiming Baggage is not in a position to produce the Baggage Check or the identification form, the Carrier shall only hand over the Baggage to them on the condition that they establish their rights thereto in a satisfactory manner.

(d) Acceptance of the Baggage by the bearer of the Baggage Check or the identification form without any complaint on their part at the time of delivery constitutes a presumption, unless proven to the contrary, that the Baggage was delivered in good condition, in accordance with the Contract of Carriage.

## **10. Animals**

The carriage of animals is subject to the Carrier's explicit acceptance at the time of Reservation.

The Carrier may agree to carry the Passengers' animals, under the following conditions:

(a) Dogs, cats, birds and other pets must be conveniently placed in a clear-view container and accompanied with valid documents, such as health and vaccination certificates and entry or transit permits. Depending on the destinations, the carriage of said animals may be subject to conditions, in particular concerning health checks, which the Passenger may consult with the Carrier.

(b) If accepted as Baggage, the animal and its cage will not be included in the Baggage, but constitute excess Baggage, for which the Passenger must pay the fare in force.

(c) Guide dogs and their container that accompany Passengers with Reduced Mobility will be carried in addition to the normal Baggage, in accordance with the Carrier's regulations, which are available on request.

(d) If the carriage is not subject to the Convention's liability system, the Carrier shall not be liable for the injury, loss, delay, illness or death of an animal it agreed to carry, unless said Damage is due to a fault by the Carrier.

(e) It is the full responsibility of the Passenger to obtain and present all the documents required by the authorities of the destination or transit country. The Carrier will not agree to carry animals that do not have the requisite documents. In the event of fraud or the absence or invalidity of the required documents, the Carrier shall not assume any liability for the injuries, losses, delays, illnesses or death of the animals carried, unless caused by the fault or negligence of the Carrier. Passengers who travel with such animals must reimburse the fines, loss, compensation and all costs incurred due to such a situation.

## **Article IX - Schedules, Delays, Cancellation of flights**

## **1. Schedules**

(a) The flights and flight Schedules listed in the Schedule Indicators have no contractual value and are solely intended to inform Passengers of the flights offered by the Carrier. Said Schedule Indicators are not definitive and are liable to be changed after their publication date. On the other hand, the flight Schedules printed on the carriage ticket are deemed, subject to changes for reasons beyond the control of the Carrier, to be an integral part of the contract of carriage.

(b) The flight Schedules will be issued prior to acceptance of the Passenger's Reservation and reproduced on the Ticket. The flight Schedules thus planned may, however, be changed following the issue of the Ticket. In this case, Passengers will be informed if the Carrier has their contact details. Passengers are nevertheless requested to check with the Carrier, before their scheduled departure date, that the flight Schedules shown on their carriage Ticket or their Travel Memo have not changed. However, in the event of a schedule change that is not convenient for the Passenger and/or if the Carrier is not in a position to offer a more suitable Reservation, the Passenger may benefit from a refund, as stated in Article X / 2 below

## **2. Cancellation, Rerouting, Delays**

2.1 The Carrier will take all steps required to carry the Passenger and their Baggage without delay. In this respect, and with the aim of avoiding cancelling the carriage, the Carrier may be led to offer carriage to the Passenger in another aircraft or to make the journey on another Carrier's flights and/or by any other means of carriage.

2.2 Except as otherwise provided for in the Convention, and if a Passenger has a single Contract of Carriage (as defined by Convention) that is the subject of a Reservation:

- if the Carrier cancels a flight or
- operates a flight with excessive delays compared to the planned schedule or
- the Carrier causes the Passenger to miss a connecting flight, or
- if the flight does not stop at the Agreed Stopping Place or the point of destination, or
- if the Passenger is refused embarkation due to overbooking,

The Carrier must, in agreement with the Passenger:

(a) Carry the Passenger on the next flight with an available seat, without surcharge and, where applicable, extend the Ticket validity commensurately, or

(b) Reroute the Passenger to the destination shown on the Ticket within a reasonable time, in whole or in part on the Carrier's own flights or those of another Carrier, or by any other means of carriage agreed on with the Passenger. If the fare and charges for the new routing are lower than the refund value of the Ticket, in whole or in part, the difference will be refunded to the Passenger, or

(c) Refund the Ticket, in accordance with Article X/2, below.

2.3 In the cases referred to in paragraph 2 of this article and except as otherwise provided for by the Convention or the European law in force, the choices offered in sub-paragraph (b) are the only choices the Carrier is obliged to offer the Passenger.

### **3. Compensation for Denied Boarding in the event of Overbooking**

If, due to scheduled overbooking, the Carrier is not in a position to offer a seat to the Passenger, even though the Passenger has a confirmed Reservation, a valid Ticket and checked in within the required timeframes and conditions, the Carrier shall grant the compensation provided for by the law in force.

## **Article X - Refunds**

### **1. General Provisions**

In accordance with fare regulations, the Carrier will refund all or part of an unused Ticket, under the following conditions:

- (a) Except as otherwise provided for in this article, the Carrier shall be authorised, on the basis of sufficient proof, to refund either the person whose name is shown on the Ticket, or the party that paid for the Ticket,
- (b) If a Ticket was paid for by a person other than the person whose name is shown on the Ticket and if the Carrier mentioned a refund restriction on said Ticket, the Carrier shall refund the Ticket payer, or the person designated thereby.
- (c) Except in the event of Ticket loss, refunds will only be made upon remittance to the Carrier of the Passenger Coupon or the Passenger Receipt, as well as of all unused Flight Coupons.
- (d) A refund made to a person who presents themselves as being the person entitled to said refund and who remits to the Carrier the Passenger Coupon or the Passenger Receipt, as well as all the unused Flight Coupons, shall be deemed valid and shall release the Carrier from all liability and all subsequent claims.
- (e) An event of Force Majeure that occurs after the Passenger started their journey and that prevents them from continuing it shall not give rise to a refund, but shall trigger the application of Article III 2 (c) of these General Conditions of Carriage (extension of the Ticket validity).

### **2. Involuntary Refunds**

2.1 If the Carrier cancels a flight, or performs the flight with excessive delays compared to the planned schedule or if the Carrier causes a Passenger to miss a connecting flight or the flight does not stop at the Agreed Stopping Place or scheduled destination, or if the Carrier refuses boarding to a Passenger due to scheduled overbooking, Passengers who hold a single Contract of Carriage may, subject to the applicable law in force, obtain a refund of an amount:

- (a) equivalent to the fare paid, if no portion of the Ticket was used.
- (b) at least equivalent to the difference between the fare paid and the fare that corresponds to the carriage not performed, with reference to the route mentioned on the Ticket, if a portion of the Ticket was used.

2.2 Involuntary downgrading: if a Passenger is placed in a lower class than that for which the Ticket was purchased, a refund (that corresponds to said difference in class) will be provided in accordance with the applicable law in force.\*

### **3. Voluntary Refund**

3.1 If a Passenger is entitled to obtain reimbursement for their Ticket, for reasons other than those mentioned in paragraph 2 of this article, the refund shall be of an amount equivalent to:

(a) the fare paid, less any reasonable administrative or cancellation charges, if no portion of the Ticket was used.

(b) the difference between the fare paid and the fare applicable to the scheduled route for which the Ticket was used, if a portion of the Ticket was used, less applicable administrative or cancellation charges.

3.2 Government requirements or any other contractual document between the Carrier and the Passenger may rule out the refund possibilities referred to in section 3.1 of this paragraph, in particular for Tickets for which the fares are subject to restrictions or are labelled "non refundable".

### **4. Refund for Tickets declared to be Lost or Stolen**

4.1 In the event of the loss or theft of all or part of a Ticket, Passengers may, after having provided proof of the loss or theft of the Ticket and having paid the applicable administrative charges, be refunded as soon as possible, as from the expiration of the Ticket validity, provided that:

(a) The Ticket or the portion of the Ticket that is lost or stolen was not used for carriage, previously refunded or replaced without further payment (unless one of these situations is caused by the Carrier); and that

(b) The refund beneficiary undertakes, in the forms notified to them, to pay over to the Carrier the amount thus refunded, in the event that the Ticket declared lost or stolen is used, in whole or in part, by a third party for carriage or refund purposes (unless fraudulent use by a third party is caused by the Carrier).

4.2 The loss of all or part of the Ticket caused by the Carrier or its Authorised Agent is their responsibility.

### **5. Refund Refusal Right**

The Carrier reserves the right to refuse a refund:

(a) For any Ticket, if the request is made after the expiration of the Ticket validity date.

(b) For a Ticket presented to the Carrier, or to the authorities of a country, which meets the legislative or regulatory requirement to possess a ticket that enables the Passenger to leave the country, unless said Passenger provides sufficient proof to establish that they are authorised to reside in said country or that they will leave using another Carrier, or by any other means of

carriage.

(c) For a Ticket, for which the holder is not admitted by the destination or transit authorities on the scheduled route, and if the Passenger was returned to their boarding point for this reason.

(d) For a stolen, forged or counterfeit Ticket.

(e) For a Ticket, in a currency that is different from the currency used for the payment.

(f) For a Ticket labelled as being "non-refundable".

## **6. Refund Currency**

(a) Refunds are subject to the laws and regulations of the country in which the Ticket was originally purchased and/or to the laws and regulations of the country in which the refund must be made. Subject to the law in force, the Carrier reserves the right to make the refund in the same form and in the same currency as those used when the Ticket was purchased.

(b) If the Carrier agrees to make a refund in a currency that is different from the payment currency, said refund shall be made at an exchange rate and under conditions determined by the Carrier.

## **7. Persons Authorised to Refund**

Refunds shall only be made by the Carrier that originally issued the Ticket or by an Authorised Agent, if so authorised.

## **Article XI - Conduct aboard aircraft**

1. The Carrier reserves the right to assess, in a reasonable manner, the behaviour of Passengers on board the aircraft, and to estimate according to the circumstances whether said behaviour is liable to obstruct, threaten, endanger or not endanger one or more persons, items of property or the aircraft itself. In this connection, Passengers must not hinder the crew from performing their duties and must comply with the crew's instructions and recommendations in order to ensure the security and safety of the aircraft, the smooth running of the flight and the comfort of the Passengers.

2. For security reasons, the Carrier may prohibit or limit the use on board the aircraft of electronic devices, such as cellular telephones, laptop computers, portable recorders, portable radios, electronic games or transmitting devices, as well as all radio-controlled game and walkie-talkies, except for hearing aids and pacemakers.

3. On board the aircraft, Passengers must not, due to the consumption of alcohol, drugs or any other substance, behave in a way that is liable to cause discomfort, inconvenience, threaten or endanger one or more persons, items or property or the aircraft itself.

4. Smoking is strictly prohibited on board the aircraft.
5. The Carrier may limit or prohibit the consumption of alcohol on board the aircraft.
6. If a Passenger behaves in one of the ways described in the previous paragraphs, the Carrier may take measures it considers to be suitable and reasonably necessary in this situation, in order to prevent such behaviour from continuing. To this end, the Carrier may use restraining measures and/or disembark the Passenger at any stage of the flight.
7. If a Passenger does not comply with the provisions of this article (and with those of Article VII on carriage refusal and limitation) or commits a criminal or reprehensible act on board the aircraft, the Carrier reserves the right to take legal action against said Passenger.

## **Article XII - Arrangements for additional services**

1. If the Carrier, within the scope of a Contract of Carriage and subject to the applicable law, agrees to take steps, via third parties, to arrange ancillary services other than carriage by air or if the Carrier issues a Ticket or voucher for carriage or other services (other than air travel), such as, for example, hotel reservations or car hire, in this case the Carrier will only act as an agent and will not be liable toward Passengers except in the event of proven negligence on its part. The carriage or sale conditions that govern the activities of said third parties will be applicable.
2. If the Carrier arranges ground carriage services (bus, train, etc.) different liability systems may apply to said ground carriage. The conditions of carriage and the liability systems are available, upon request, from the Carrier or from the Carrier that provides the ground carriage, as applicable.
3. If the Carrier arranges rail carriage services for a Passenger, the Carrier is only acting as an agent. The Carrier is not liable for Damage to Passengers and their Baggage during carriage by rail.
4. The Carrier shall make reasonable efforts to meet Passengers' requirements concerning the services provided on board the aircraft, in particular drinks, special meals, films, etc.

However, the Carrier may not be held liable if imperatives linked to operating, security and safety do not allow it to provide suitable services, even if such services are confirmed at the time of Reservation.

## **Article XIII - Administrative Formalities**

### **1. General Provisions**

(a) Passengers are responsible and liable for procuring all the specific documents, visas and permits required for their journey, and to comply with all provisions of law (laws, regulations, decisions, requirements and provisions) of the departure, arrival and transit States, as well as with the Carrier's regulations and the instructions relating thereto.

(b) The Carrier may not be held liable for the consequences suffered by Passengers in the event of failure to comply with the obligations referred to in paragraph (a).

## **2. Travel Documents**

(a) Passengers are required to present entry, exit and transit documents, as well as health and other documents required by the regulations in force (laws, regulations, decisions, requirements and provisions) in the departure, arrival and transit States.

Passengers are moreover required to allow the Carrier to make a copy of said documents, if required, or to record information contained therein.

(b) The Carrier reserves the right, in accordance with Article VII/1/(a), to refuse carriage if a Passenger does not comply with the laws and regulations in force or if the Carrier has doubts as to the validity of the documents presented.

(c) The Carrier may not be held liable for losses or expenses suffered by Passengers who do not comply with the provisions of the law.

## **3. Refusal of Entry**

If a Passenger is refused entry to a territory, the Passenger must pay all the resulting charges or fines imposed on the Carrier by the local authorities, as well as the price of the carriage if the Carrier, due to a government order, is required to return the Passenger to their departure location or elsewhere. The price paid for the carriage to the destination for which entry to the territory was refused shall not be refunded by the Carrier.

## **4. Passenger Liability for Fines, Detention Costs, etc.**

If the Carrier has to pay or deposit a fine or penalty or incur expenses of any kind due to the non-compliance, whether voluntary or involuntary, by a Passenger with the law in force in the States concerned, or due to failure to present required documents, or the presentation of invalid documents, the Passenger must, at the Carrier's request, reimburse the amounts thus paid or consigned and the disbursements incurred. For this purpose, the Carrier may use any amount paid to it for non-performed carriage or any amount belonging to the Passenger that is held by the Carrier.

## **5. Customs Inspections**

5.1 Passengers may be called on to be present at the inspection of their Baggage (delayed, checked or unchecked) at the request of the customs or any other government authority. The Carrier may not be held liable for Damage or losses suffered by Passengers who fail to comply with this provision.

5.2 Passengers must compensate the Carrier if action, omission or negligence on their part causes Damage to the Carrier due to, in particular, their failure to comply with the provisions of this paragraph or the authorisation given to the Carrier to inspect their Baggage.

## **6. Security Checks**

6.1 Passengers are required to submit themselves to the security (and safety) checks required by the government or airport authorities, as well as at the request of the Carrier.

6.2 The Carrier may not be held liable for refusing to transport a Passenger, if said refusal is based on the profound conviction that said refusal is warranted by the law, government regulations and/or applicable requirements.

## **Article XIV - Successive Carriers**

1. Carriage performed by several successive Carriers, under a single Ticket or a Conjunction Ticket, is deemed to constitute, for the application of the Convention, a single carriage operation, where envisaged by the parties as being a single operation.

The provisions that cover this situation are set forth in Article XV/ 1.3 (a)

2. Where the Carrier has issued the Ticket or is the Carrier designated first on the Ticket or on a Conjunction Ticket issued for successive Carriage, the Carrier shall only be liable for the portion of the Carriage performed using its own resources.

3. In the event of the destruction, loss, damage or delay of their Baggage, Passengers or their beneficiaries may file a claim against the Carrier that performed the carriage during which the accident or the delay occurred. Passengers may also file a claim against the first and last Carrier.

## **Article XV - Liability for Damage**

### **1. General Provisions**

The Carrier's liability shall be determined by the General Conditions of Carriage of the Carrier that issued the Ticket, except as otherwise provided for and brought to the Passenger's attention. If the Carrier's liability is triggered, it will be triggered under the following conditions:

1.1 Carriage performed under these General Conditions of Carriage is subject to the liability rules laid down by the Montreal Convention of 28 May 1999.

1.2 The Carrier shall be liable for the harm caused in the event of death or bodily injury provided that the accident that caused the death or bodily injury occurred on board the aircraft or during any embarkation or debarkation operations, as defined by Article 17 of the Convention.

1.3 To the extent that the following provisions do not conflict with the other provisions in these Conditions, and regardless of whether or not the Convention is applicable:

(a) The Carrier's liability is limited to Damage that occurred during air Carriage for which its Designator Code appears on the Coupon or the Ticket that corresponds to the

flight. If the Carrier issues a Ticket for a carriage service performed by another Carrier or if the Carrier checks in Baggage on behalf of another Carrier, the Carrier shall only act as an agent for said other Carrier. However, as regards Checked Baggage, Passengers are entitled to take action against the first or the last Carrier involved in their journey.

(b) The Carrier's liability cannot exceed the amount of the proven direct Damage and the Carrier shall not be liable in any way for any consequential Damage or any form of non-compensatory Damage.

(c) The Carrier may in no way be held liable for Damage that results from compliance by the Carrier with any provisions of the law or regulations (laws, regulations, decisions, requirements and provisions) or failure to comply with said same provisions by the Passenger.

(d) The Carrier's liability may not be triggered for Damage to Unchecked Baggage, unless such Damage is directly caused by the Carrier's fault, or a fault of one of its servants or agents, which must be proved by the Passenger citing such Damage.

(e) The Carrier is not liable for any illness, injury or disability, including the death of a Passenger caused by the Passenger's physical condition, nor for any aggravation of said same condition.

(f) The Contract of Carriage, including these General Conditions of Carriage and all the liability exclusions or limitations contained therein, shall apply to and benefit the Carrier's Authorised Agents, its servants, its agents, its representatives and the owner of the aircraft used by the Carrier, as well as the staff, employees and representatives of said owner. The overall amount recoverable from the aforementioned persons may not exceed the amount of the Carrier's liability.

(g) If the negligence or other wrongful action or omission of the person who is requesting compensation or the person whose rights they hold caused the Damage or contributed thereto, the Carrier shall be wholly or partially exempt from its liability with respect to said person, including in the event of death or bodily injury, in accordance with the law in force.

(h) Except as expressly otherwise provided for, none of these provisions involve the waiver of the exclusion or limitation of the liability of the Carrier, the owner whose aircraft is used by the Carrier, their staff, servants, agents or representatives in accordance with the Convention and applicable law.

## **2. Provisions Applicable to International and Interior Flights**

### **2.1. Bodily Injury**

(a) In accordance with Article 17 § 1 of the Montreal Convention, the Carrier is liable for the Damage sustained in the event of the death or bodily injury suffered by a Passenger, if the accident that caused the Damage occurred on board the aircraft or in the course of any embarking or disembarking operations, as defined by the Montreal Convention, and subject to any liability exemptions.

(b) The Carrier shall not be liable for the Damage if it provides proof that:

- The death or bodily injuries suffered were a result of the physical or mental health of the Passenger prior to the Passenger embarking on board the flight.
- The Damage, as defined by paragraph 2.1 (a) was caused, in whole or in part, by the negligence, wrongful act or omission of the person claiming compensation or the person whose rights they hold, in accordance with Article 20 of the Montreal Convention.
- The Damage is not due to the negligence, or other wrongful act or omission of the Carrier, its servants or agents, insofar as the amount of Damage exceeds 113,100 SDR per Passenger, in accordance with Article 21 § 2 (a) of the Montreal Convention.
- The Damage results solely from the negligence, or other wrongful act or omission of a third party, insofar as the amount of Damage exceeds 113,100 SDR per Passenger, in accordance with Article 21 § 2 (b).

(c) Amount of compensable Damage:

- The amount of the Carrier's liability in the event of the death or bodily injury of a Passenger, as defined by paragraph 2.1 (a) above, is not subject to any limitation. The amount of the compensable Damage shall cover the redress of the Damage, as fixed by amicable agreement, by expert appraisal or by the competent courts.
- Within the scope of these provisions, the Carrier shall only compensate Passengers in excess of the amounts received thereby under the social security system to which they are affiliated and solely for compensatory Damage.

(d) The Carrier reserves all rights to remedies and subrogation against all third parties.

(e) In the event of death or bodily injury resulting from an air accident, as defined by Article 17 of the Convention and paragraph 2.1 (a) of said Article and pursuant to Article 5 of Regulation (EC) No 889/2002 of the European Parliament and of the Council of 13 May 2002 amending Council Regulation (EC) No 2027/97 of 19 October 1997, the person identified as Beneficiary may benefit from an advance to enable them to meet their immediate needs, in proportion to the material damage suffered. Said advance shall not be less than the equivalent in euros of 16,000 SDR per Passenger in the event of death. Subject to the law in force, said advance shall be paid within 15 days of the identification of the Beneficiary and shall be deductible from the definitive amount of compensation owed to the deceased Passenger.

Pursuant to Article 5 of Regulation (EC) No 889/2002 of 13 May 2002 and Article 28 of the Montreal Convention of 28 May 1999, the payment of said advances or early payments does not constitute recognition of liability and said amounts may be deducted from the amounts paid subsequently by the Community Carrier as compensation, depending on the liability thereof.

Said advance is not refundable except where proof is provided that the negligence or

other wrongful act or omission of the person requesting compensation or of the person whose rights they hold caused the Damage or contributed thereto, or where the person to whom the advance was paid was not entitled to compensation.

## 2.2 Delays

### (a) Characteristics of the compensable Damage:

- Solely proven direct Damage that directly results from a delay is compensable, to the exclusion of all consequential Damage or any other form of Damage other than compensatory Damage.
- The Passenger must prove the existence of the Damage that directly results from the delay.

### (b) Extent of the Carrier's liability:

- The Carrier shall not be liable for Damage that results from the delay if it proves that the Carrier, its servants or agents took all measures that should reasonably be taken to avoid the Damage or that it was impossible for the Carrier to take such measures.
- The Carrier is not liable for the Damage that results from the delay, if the delay is attributable to the Passenger or the Passenger contributed thereto, i.e. if the Damage results in whole or in part from the negligence, or wrongful act or omission of the person who is requesting compensation or of the person whose rights they hold.

### (c) Extent of the Compensation:

- In the event of Damage suffered by Passengers that results from a delay, as defined by the Montreal Convention, and with the exception of acts or omissions committed with the intention of causing Damage or imprudently with the awareness that Damage could be caused, the Carrier's liability is limited to the amount of 4,694 SDR per Passenger. The amount of the compensation shall be determined in light of the Damage proved by the Passenger.
- In the event of Damage resulting from a delay in the delivery of Checked Baggage, and with the exception of acts or omissions committed with the intention of causing Damage or imprudently with the awareness that Damage could be caused, the Carrier's liability is limited to the amount of 1,131 SDR per Passenger.

Lump-sum compensation (intended to cover costs of immediate requirements) may be granted to Passengers.

## 2.3 Baggage

(a) In accordance with Article 17 of the Montreal Convention, the Carrier is liable for Damage suffered due to the destruction, loss or damage of Checked Baggage, if the accident that caused the Damage occurred on board the aircraft or during any period during which the Carrier had custody of the Checked Baggage.

(b) Exclusions of the Carrier's liability:

- The Carrier shall not be liable for Damage suffered by a Passenger's Baggage where said Damage results from the nature of or a defect inherent in said Baggage. If the property contained in the Passenger's Baggage is a cause of damage to another person or the Carrier, the Passenger must compensate the Carrier for all losses suffered and costs incurred as a result.
- The Carrier shall not assume any specific liability, other than that provided for in sub-paragraph (c) below, for any Damage and/or loss caused to fragile, perishable or valuable items or items that are not adequately packed, in accordance with Article VIII/3 above, unless the Passenger made the Special Declaration of Interest provided for in Article VIII/8 (a) above and if the Passenger paid the corresponding surcharge.
- The Carrier shall not be liable for damage caused in whole or in part to Baggage, due to the negligence, or a wrongful act or omission of the person who is claiming compensation of from the person whose rights they hold.

(c) Amount of the Compensable Damage:

- For Checked Baggage and with the exception of acts or omissions committed with the intention of causing Damage or imprudently with the awareness that Damage could result there from, the Carrier's liability in the event of Damage shall be limited to 1,131 SDR per Passenger. If a higher value was declared, in accordance with Article VIII/8 (a), the Carrier's liability shall be limited to the value declared, unless the Carrier can provide proof that said value is higher than the Passenger's genuine interest at the time of delivery.
- For Unchecked Baggage allowed on board, the Carrier may only be held liable in the event of a proven fault by the Carrier, its servants or agents. Said liability shall in this case be limited to 1,131 SDR per Passenger.

## **Article XVI - Time limitation on claims and action**

### **1. Notification of Claims for Baggage**

(a) The receipt of Checked Baggage without complaint within the timeframes scheduled by the addressee shall constitute a presumption, unless the Passenger provides proof to the contrary, that the Baggage was delivered in good condition and in accordance with the Contract of Carriage. All missing Baggage must imperatively be declared to the Carrier as soon as the flight arrives. Any declarations made subsequently may not be taken into account.

In the same way, any item noted as missing from Baggage must imperatively be declared to the Carrier as soon as possible. Any late declarations may not be taken into account.

(b) In the event of the damage, delay, loss or destruction of Baggage, the Passenger concerned must file a written complaint with the Carrier as soon as possible and at the latest within the respective time limits of seven (7) days (in the event of damage or destruction) and twenty-

one (21) days (in the event of delay) as from the date on which the Baggage was made available to the Passenger.

If a complaint is not filed within the time limits stipulated, all actions against the Carrier shall be inadmissible, except in the event of fraud by the Carrier.

If the complaint was lodged within the stipulated time limits of seven (7) or twenty-one (21) days and no conciliation has been reached between the Carrier and the Passenger, the Passenger may file an action for damages within two years of the arrival date of the aircraft, or following the date on which the aircraft was scheduled to land.

## **2. Liability Actions for Passengers**

All liability actions must be filed, under penalty of forfeiture, within two years as from arrival at destination, or from the date on which the aircraft was scheduled to arrive or from the end of the carriage.

The method for calculating the time limit shall be determined by the law of the Court before which proceedings are brought.

**3. All the claims or actions mentioned in paragraphs 1 and 2 above must be made in writing, within the time limits specified.**