

Far Eastern Air Transport

Conditions of Carriage International Passenger and Luggage

1.Noun description

1.1.Airline designator code :

The two characters or three letters which identify particular air carriers.

1.2.Authorized agent :

Passenger sales agent who has been appointed by us to represent us in the sale of air transportation on our services.

1.3.Luggage :

Passenger's personal property which contains checked luggage and carry-on luggage.

1.4.Luggage check :

Those portions of the ticket which relate to the carriage of your checked luggage.

1.5.Luggage tag :

Provide for passenger to identify their checked luggage.

1.6.Checked luggage :

The luggage which Far Eastern Air Transport carries contains luggage ticket and label.

1.7.Carry-on luggage :

Luggage which not belongs to checked luggage.

1.8. Check-in deadline :

The time limit specified by the airline by which you must have completed check-in formalities and received your boarding pass.

1.9. Convention :

Whichever of the following instruments are applicable.

19.1. : The Convention for the Unification of certain rules relating to international carriage by air, commonly known as the Warsaw Convention, is an international convention which regulates liability for international carriage of persons, luggage, or goods performed by aircraft for reward. Originally signed in 1929 in Warsaw (hence the name).

19.2. : The Hague Protocol, officially the Protocol to Amend the Convention for the Unification of Certain Rules Relating to International Carriage by Air, is a treaty signed on September 28, 1955, in The Hague. It serves to amend the Warsaw Convention. While officially the Hague Protocol is intended to become a single entity with the Warsaw Convention.

19.3. : The Montreal Convention (formally, the Convention for the Unification of Certain Rules for International Carriage by Air) is a multilateral treaty adopted by a diplomatic meeting of ICAO member states in 1999. It amended important provisions of the Warsaw Convention's regime concerning compensation for the victims of air disasters. The Convention attempts to re-establish uniformity and predictability of rules relating to the international carriage of passengers, luggage and cargo. Whilst maintaining the core provisions which have served the international air transport community for several decades (i.e., the Warsaw regime), the new treaty achieves modernization in a number of key areas. It protects passengers by introducing a two-tier liability system that eliminates

the previous requirement of proving willful neglect by the air carrier to obtain more than US\$75,000 in damages, which should eliminate or reduce protracted litigation.

1.10.Damage :

Includes death, wounding, or bodily injury to a passenger, loss, partial loss, theft or other damage, arising out of or in connection with carriage or other services incidental thereto performed by us.

1.11.Days :

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

1.12.Electronic ticket :

The Itinerary/receipt issued by us or on our behalf, the electronic coupons and, if applicable, a boarding document.

1.13.Force majeure :

Unusual and unforeseeable circumstances beyond your control, the consequences of which could not have been avoided even if all due care had been exercised.

1.14.Itinerary/receipt :

A document or documents we issue to passengers travelling on electronic tickets that contains the passenger's name, flight information and notices.

1.15.Passenger :

Any person, except members of the crew, carried or to be carried in an aircraft pursuant to a ticket.

1.16. Passenger receipt :

That portion of the ticket issued by us or on our behalf, which is so marked and which ultimately is to be retained by you.

1.17. Special Drawing Right :

Defined by the International Monetary Fund.

1.18. Tariff :

The published fares, charges and/or related conditions of carriage of an airline filed, where required, with the appropriate authorities.

1.19. Ticket :

Either the document entitled "passenger ticket and luggage check" or the electronic ticket, in each case issued by us or on our behalf, and includes the conditions of contract, notices and coupons.

2. Applicability

2.1. General :

Except as provided in Articles 2.2, 2.4 and 2.5, our Conditions of Carriage apply only on those flights, passengers, or luggage delivery.

2.2. Charter operations :

If carriage is performed pursuant to a charter agreement, these Conditions of Carriage apply only to the extent they are incorporated by reference or otherwise, in the charter agreement or the Ticket.

2.3. Overriding law :

Legal provisions and the Warsaw Convention are applicable unless they are inconsistent with our Tariffs or applicable law in which

event such Tariffs or laws shall prevail. If any provision of these Conditions of Carriage is invalid under any applicable law, the other provisions shall nevertheless remain valid.

2.4. Conditions prevail over regulations :

Except as provided in these Conditions of Carriage, in the event of inconsistency between these Conditions of Carriage and any other regulations we may have, dealing with particular subjects, these Conditions of Carriage shall prevail.

3. Ticket

3.1. General provisions :

3.1.1. : Far Eastern Air Transport only accepts passenger who holds the ticket or electronic ticket which is issued by Far Eastern Air Transport or authorized agent.

3.1.2. : In case of loss or mutilation of a Ticket (or part of it) by you, upon your request we will replace such Ticket (or part of it) by issuing a new Ticket, provided there is evidence readily ascertainable at the time, that a Ticket valid for the flight(s) in question was duly issued, subject to refund if and when the original issuing carrier is satisfied that the lost or mutilated Ticket has not been used before the expiry of its validity. If, upon finding the original Ticket before the expiry of its validity, you surrender it to the carrier issuing the new Ticket, the foregoing refund will be processed at that time. The issuing carrier may charge a reasonable administration fee for the service, unless the loss or mutilation was due to the negligence of the issuing carrier, or its agent.

3.1.3 : A Ticket is not transferable.

3.1.4 : Some Tickets are sold at discounted fares which may be partially or completely non-refundable. You should choose the fare best suited to your needs. You may also wish to ensure that you have appropriate insurance to cover instances where you have to cancel your Ticket.

3.2.Period of validity :

Except as otherwise provided in the Ticket, these Conditions, or in applicable Tariffs, (which may limit the validity of a ticket, in which case the limitation will be shown on the Ticket), a Ticket is valid for one year from the date of issue; or

3.2.1. : If after having commenced your journey, you are prevented from travelling within the period of validity of the Ticket by reason of illness, we may extend the period of validity of your Ticket until the date when you become fit to travel or until our first flight after such date, from the point where the journey is resumed on which space is available in the class of service for which the fare has been paid. Such illness must be attested to by a medical certificate.

3.3.Name and address of carrier :

Our name may be abbreviated to our Airline Designator Code, or otherwise, in the Ticket. Our address shall be deemed to be the airport of departure shown opposite the first abbreviation of our name in the “carrier” box in the Ticket, or in the case of an Electronic Ticket.

4. Fares, Taxes, Fees and charges

4.1. General provisions :

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination, unless otherwise expressly

stated. Fares do not include ground transport service between airports and between airports and town terminals. Your fare will be calculated in accordance with our Tariff in effect on the date of payment of your ticket for travel on the specific dates and itinerary shown on it. Should you change your itinerary or dates of travel, this may impact the fare to be paid.

4.2. : Taxes, fees and charges

4.2.1. : Applicable taxes, fees and charges imposed by government or other authority, or by the operator of an aircraft, shall be payable by you. At the time you purchase your Ticket, you will be advised of taxes, fees and charges not included in the fare, most of which will normally be shown separately on the Ticket.

4.2.2. : The taxes, fees and charges imposed on air travel are constantly changing and can be imposed after the date of Ticket issuance. If there is an increase in a tax, fee or charge shown on the Ticket, you will be obliged to pay it. Likewise, in the event any taxes, fees or charges which you have paid to us at the time of Ticket issuance are abolished or reduced such that they no longer apply to you, or a lesser amount is due, you will be entitled to claim a refund.

4.3. : Currency

Fares, taxes, fees and charges are payable in the currency of the country in which the Ticket is issued, unless another currency is indicated by us or our Authorized Agent, at or before the time payment is made (for example, because of the non-convertibility of the local currency). We may at our discretion, accept payment in another currency.

5. Reservations

5.1. : General provisions

5.1.1. : We or our Authorized Agent will record your reservation(s).

Upon request we will provide you with written confirmation of your reservation(s).

5.1.2. : Certain fares have conditions which limit or exclude your right to change or cancel reservations.

5.2. : Ticketing Time Limits

If you have not paid for the Ticket prior to the specified ticketing time limit, as advised by us or our Authorized Agent, we may cancel your reservation.

5.3. : Personal Data

You recognize that personal data has been given to us for the purposes of: making a reservation, purchasing a Ticket, obtaining ancillary services, developing and providing services, facilitating immigration and entry procedures, and making available such data to government agencies, in connection with your travel. For these purposes, you authorize us to retain and use such data and to transmit it to our own offices, Authorized Agents, government agencies, other Carriers or the providers of the above-mentioned services.

5.4. : Seating

We will endeavor to honor advance seating requests, however, we cannot guarantee any particular seat. We reserve the right to assign or reassign seats at any time, even after boarding of the aircraft. This may be necessary for operational, safety or security reasons.

5.5. : Reconfirmation of reservations

You should check the reconfirmation requirements of any other Carriers involved in your journey with them. Where it is required, you must reconfirm with the Carrier whose code appears for the flight in question on the Ticket.

5.6. : Please be advised that if you do not show up for any flight without advising us in advance, we may cancel your return or onward reservations. However, if you do advise us in advance, we will not cancel your subsequent flight reservations.

6. Check-in and boarding

6.1. : Check-in

Check-in Deadlines are different at every airport and we recommend that you inform yourself about these Check-in Deadlines and honor them. Your journey will be smoother if you allow yourself ample time to comply with the Check-in Deadlines. We reserve the right to cancel your reservation if you do not comply with the Check-in Deadlines indicated. We or our Authorized Agent will advise you of the Check-in Deadline for your first flight on us. For any subsequent flights in your journey, you should inform yourself of the Check-in Deadlines. Check-in Deadlines for our flights can be found in our timetable, or may be obtained from us or our Authorized Agents.

6.2. : Boarding

You must be present at the boarding gate not later than the time specified by us when you check-in. We may cancel the space reserved for you if you fail to arrive at the boarding gate in time.

7. Right to refuse carriage

7.1. : In the reasonable exercise of our discretion, we may refuse to carry you or your Luggage if we have notified you in writing that we would not at any time after the date of such notice carry you on our flights. In this circumstance you will be entitled to a refund. We may also refuse to carry you or your Luggage if one or more of the following have occurred or we reasonably believe may occur:

7.1.1. : Such action is necessary in order to comply with any applicable government laws, regulations, or orders;

7.1.2. : The carriage of you or your Luggage may endanger or affect the safety, health, or materially affect the comfort of other passengers or crew;

7.1.3. : Your mental or physical state, including your impairment from alcohol or drugs, presents a hazard or risk to yourself, to passengers, to crew, or to property;

7.1.4. : You have refused to submit to a security check;

7.1.5. : You fail to observe our instructions with respect to safety or security.

7.1.6. : You have not paid the applicable fare, taxes, fees or charges;

7.1.7. : You do not appear to have valid travel documents, may seek to enter a country through which you may be in transit, or for which you do not have valid travel documents, destroy your travel documents during flight or refuse to surrender your travel documents to the flight crew, against receipt, when so requested;

7.1.8. : You present a Ticket that has been acquired unlawfully, has been purchased from an entity other than us or our

Authorized Agent, or has been reported as being lost or stolen is a counterfeit, or you cannot prove that you are the person named in the Ticket;

7.1.9. : you have failed to comply with the requirements set forth in Article 3.3 above concerning sequence and use, or you present a Ticket which has been issued or altered in any way, other than by us or our Authorized Agent, or the Ticket is mutilated;

8. Luggage

8.1.: Free luggage allowance

You may carry some Luggage, free of charge, subject to our conditions and limitations, which are available upon request from us or our Authorized Agents and are available at our website.

8.2. : Checked luggage

8.2.1. : Upon delivery to us of your Luggage which you wish to check we will take custody of, and issue a Luggage Identification Tag for, each piece of your Checked Luggage.

8.2.2. : Checked Luggage must have your name or other personal identification affixed to it.

8.2.3. : Checked Luggage will, whenever possible, be carried on the same aircraft as you, unless we decide for safety, security or operational reasons to carry it on an alternative flight. If your Checked Luggage is carried on a subsequent flight we will deliver it to you, unless applicable law requires you to be present for customs clearance.

8.3. : Excess luggage

You will be required to pay a charge for carriage of Luggage in excess of the free Luggage allowance. These rates are available from us upon request and are available at our website.

8.4. : Carry-on luggage

8.4.1. : We may specify maximum dimensions and/or weight for Unchecked Luggage which you carry on to the aircraft. If we have not done so, Unchecked Luggage which you carry on to the aircraft must fit under the seat in front of you or in an enclosed storage compartment in the cabin of the aircraft. If your Unchecked Luggage cannot be stored in this manner, or is of excessive weight, or is considered unsafe for any reason, it must be carried as Checked Luggage.

8.4.2. : Objects not suitable for carriage in the cargo compartment (such as delicate musical instruments), and which do not meet the requirements in 8.7.1 above, will only be accepted for carriage in the cabin compartment if you have given us notice in advance and permission has been granted by us. You may have to pay a separate charge for this service.

8.5. : Items cannot accepted as luggage

8.5.1. : The following items must not be included in the passenger's luggage:

8.5.1.1. : Items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air transport Association (IATA) Dangerous Goods Regulations, and in our regulations (further information is available from us on request).

8.5.1.2. : The carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from or to.

8.5.1.3. : Items which are reasonably considered by us to be unsuitable for carriage because they are dangerous, unsafe or by reason of their weight, size, shape or character, or which are fragile or perishable having regarded to, among other things, the type of aircraft being used. Information about unacceptable items is available upon request.

8.5.2. : You may not include in Checked Luggage money, jewelers, precious metals, computers, personal electronic devices, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples.

8.5.3. : Firearms and ammunition other than for hunting and sporting purposes are prohibited from carriage as Luggage. Firearms and ammunition for hunting and sporting purposes may be accepted as Checked Luggage. Firearms must be unloaded with the safety catch on, and suitably packed. Carriage of ammunition is subject to ICAO and IATA regulations as specified in 8.3.1.1.

8.5.4. : Weapons such as antique firearms, swords, knives and similar items may be accepted as Checked Luggage, at our discretion, but will not be permitted in the cabin of the aircraft.

8.5.5. : Despite being prohibited, if any items referred to in 8.3.1, 8.3.2 and 8.3.3 is included in your Luggage, we shall not be responsible for any loss or damage to such items. If any items referred to in 8.3.4 are included in your Luggage, the carriage thereof shall be subject to the charges, limitations of liability and

other provisions of these Conditions of Carriage applicable to the carriage of Luggage.

8.6. : Right to refuse carriage

8.6.1. : Subject to paragraph 8.3.2 and 8.3.3, we will refuse to carry as Luggage the items described in 8.3, and we may refuse further carriage of any such items upon discovery.

8.6.2. : We may refuse to carry as Luggage any item reasonably considered by us to be unsuitable for carriage because of its size, shape, and weight, content, character, or for safety or operational reasons, or the comfort of other passengers. Information about unacceptable items is available upon request.

8.6.3. : We may refuse to accept Luggage for carriage unless it is in our reasonable opinion properly and securely packed in suitable containers. Information about packing and containers unacceptable to us is available upon request.

8.7. : Right of search :

For reasons of safety and security we may request that you permit a search and scan of your person and a search, scan or x-ray of your Luggage. If you are not available, your Luggage may be searched in your absence for the purpose of determining whether you are in possession of or whether your Luggage contains any item described in 8.3.1 or any firearms, ammunition or weapons, which have not been presented to us in accordance with 8.3.2 or 8.3.3. If you are unwilling to comply with such request we may refuse to carry you and your Luggage. In the event a search or scan causes Damage to you, or an x-ray or scan causes damage to your Luggage, we shall not be liable for such Damage unless due to our fault or negligence.

8.8. : Collection and delivery of checked luggage

8.8.1. : Subject to Article 8.6.3, you are required to collect your Checked Luggage as soon as it is made available at your destination or Stopover. Should you not collect it within a reasonable time, we may charge you a storage fee. Should your Checked Luggage not be claimed with thirty (30) days of the time it is made available, we may dispose of it without any liability to you.

8.8.2. : Only the bearer of the Luggage Check and Luggage Identification Tag is entitled to delivery of the Check Luggage.

8.8.3. : If a person claiming Checked Luggage is unable to produce the Luggage Check and identify the Luggage by means of a Luggage Identification Tag, we will deliver the Luggage to such person only on condition that he or she establishes to our satisfaction his or her right to the Luggage.

8.9. : Animals

8.9.1. : You must ensure that animals such as dogs, cats, household birds, and rabbits, are properly crated and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit failing which, they will not be accepted for carriage. Such carriage may be subject to additional conditions specified by us, which are available on request.

8.9.2. : If accepted as Luggage, the animal, together with its container and food, shall not be included in your free Luggage allowance, but shall constitute excess luggage for which you will be obliged to pay the applicable rate.

8.9.3. : Service animals accompanying a Passenger with disabilities will be carried free of charge in addition to the normal free luggage

allowance, subject to conditions specified by us, which are available on request.

8.9.4. : Where carriage is not subject to the liability rules of the Convention, we are not responsible for injury to or loss, sickness or death of an animal which we have agreed to carry unless we have been negligent.

8.9.5 : We will have no liability in respect of any such animal not having all the necessary exit, entry, health and other documents with respect to the animal's entry into or passage through any country, state or territory and the person carrying the animal must reimburse us for any fines, costs, losses or liabilities reasonably imposed or incurred by us as a result.

9. Schedules, cancellation, delays, changes of flights

9.1. : Schedules

9.1.1. : We undertakes to use its reasonable efforts to carry Passenger and his or her Luggage with reasonable dispatch and to adhere to published schedules in effect on the date of travel provided that the flight times shown in the timetables or elsewhere shall be just scheduled but not guaranteed and do not form part of the contract of carriage with us. We may change any schedule of a flight without any prior notice and shall not be responsible for any trouble in respect of connection of the Passenger and/or his or her Luggage with any other flight because of the change.

9.1.2. : Before we accept Passenger's booking, we will notify Passenger of the scheduled flight time in effect as of that time, and it will be shown on Passenger's Ticket. It is possible that we may need to change the scheduled flight time subsequent to issuance of

your Ticket. If Passenger provides us with contact information, we will endeavor to notify you of any such changes. If, after Passenger purchases his or her Ticket, we make a significant change to the scheduled flight time, which is not acceptable to Passenger, and we are unable to book Passenger on an alternate flight which is acceptable to Passenger, Passenger will be entitled to a refund in accordance with Article 10.2.

9.2. : Cancellation, delays, changes of schedules

Except as otherwise provided by the applicable law, if we cancel a flight, fail to operate a flight reasonably according to the schedule, fail to stop at destination or stopover, or cause passenger to miss a connecting flight. We carry the passenger at the earliest opportunity on another our scheduled passenger services on which space is available; or within a reasonable period of time reroute the passenger to the destination indicated on the ticket or applicable portion thereof by our own scheduled services or the scheduled services of another carrier.

9.3. : Denied boarding

9.3.1. : Passengers who are denied boarding on a scheduled flight are entitled to compensation in compliance with applicable laws. In order to qualify for compensation, such Passengers must be in possession of a valid Ticket with a confirmed reservation for the particular flight shown on that Ticket. Passengers must also have presented themselves for check-in within the stipulated time limits.

9.3.2. : Before denying boarding to any Passenger, we or its handling agent may call for volunteers to surrender their bookings. Any Passenger who accepts the denied boarding compensation shall no longer be entitled to a right to claim against us.

9.4. : Passenger service after the flight is delayed or cancelled

9.4.1. : If any flight is delayed or cancelled due to aircraft deployment or other reason which is attributable to us, we or its authorized agents will provide the flight dynamic information to the passenger and arrange necessary food and/or accommodation services for the passenger. The aforesaid services may be independently provided by the third party other than us; as such, the passenger may choose whether to accept such services, and any reasonable cost so incurred will be borne by us.

9.4.2. : If any flight is delayed or cancelled due to any reason which is not attributable to us, including but not limited to weather, air traffic control, security check, force majeure, strikes or causes attributable to passenger himself or herself, we or its authorized agents will provide the flight dynamic information to the passenger and assist the passenger in arranging food and/or accommodation services, and any cost so incurred will be borne by the passenger.

10. : Refund

10.1. : The designated person of the refund

10.1.1. : Except as otherwise provided in this Article, we shall be entitled to make a refund either to the person named in the Ticket or, to the person who has paid for the Ticket, upon presentation of satisfactory proof of such payment.

10.1.2. : If a Ticket has been paid for by a person other than the Passenger named in the Ticket, and the Ticket indicated that there is a restriction on refund, we shall make a refund only to the person who paid for the Ticket, or to that person's order.

10.1.3. : Except in the case of a lost Ticket, refunds will only be made on surrender to us of the Ticket and all unused Flight Coupons.

10.2. : Involuntary refund

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

10.2.1. : If no portion of the Ticket has been used, an amount equal to the fare paid; if a portion of the Ticket has been used, the refund will be not less than the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used.

10.3. : Voluntary refund

If you are entitled to a refund of your Ticket for reasons other than those set out in 10.2, the amount of the refund shall be:

10.3.1. : If no portion of the Ticket has been used, an amount equal to the fare paid, less any reasonable service charges or cancellation fees; 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 reasonable service charges or cancellation fees.

10.4. : Refund for lost ticket

If you lose your Ticket or portion of it, upon furnishing us with satisfactory proof of the loss, and payment of a reasonable administration charge, refund will be made as soon as practicable after the expiry of the validity period of the Ticket, on condition:

10.4.1. : that the lost Ticket, or portion of it, has not been used, previously refunded or replaced, (except where the use, refund or replacement by or to a third party resulted from our own negligence); that the person to whom the refund is made undertakes, in such form as may be prescribed by us, to repay to us the amount refunded in the event of fraud and/or to the extent that the lost Ticket or portion of it is used by a third party (except where any fraud or use by a third party resulted from our own negligence).

10.5. : Right to refuse refund

10.5.1. : We may refuse a refund where application is made after the expiry of the validity of the Ticket.

10.5.2. : We may refuse a refund on a Ticket which has been presented to us, or to Government officials, as evidence of intention to depart from that country, unless you establish to our satisfaction that you have permission to remain in the country or that you will depart from that country by another carrier or another means of transport.

10.6. : Currency

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

10.7. : 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.

11. : Behaviour on the aircraft

If, in our reasonable opinion, you conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instructions of the crew including but not limited to those with respect to smoking, alcohol or drug consumption, or behave in a manner which causes discomfort, inconvenience, damage or injury to other passengers or the crew, we may take such measures as we deem reasonably necessary to prevent continuation of such conduct, including restraint. You may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed on board the aircraft.

11.1. : Electronic devices

For Safety reasons, we may forbid or limit operation aboard the aircraft of electronic equipment, including, but not limited to, cellular telephones, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices, including radio controlled toys, electronic medical equipment and walkie-talkies. Operation of hearing aids and heart pacemakers is permitted.

12. : Additional services

If we make arrangements for you with any third party to provide any services other than carriage by air, or if we issue a ticket or voucher relating to transportation or services (other than carriage by air) provided by a third party such as hotel reservations or car rental, in doing so we act only as your agent. The terms and conditions of the third party service provider will apply.

13. : Customs formalities

13.1. : General provisions

Passengers are responsible for obtaining all required travel documents and visas and for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which you transit. We shall not be liable 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, requirement, rules or instructions.

13.2. : Travel documents

Prior to travel, you must present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries concerned, and permit us to take and retain copies thereof. We reserve the right to refuse carriage if you have not complied with these requirements, or your travel documents do not appear to be in order.

13.3. : Refusal to entry

If you are denied entry into any country, you will be responsible to pay any fine or charge assessed against us by the Government concerned and for the cost of transporting you from that country. The fare collected for carriage to the point of refusal or denied entry will not be refunded by us.

13.4. : Passengers are responsible for fines and other expenses

If we are required to pay any fine or penalty or to incur any expenditure by reason of your failure to comply with laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents, you shall reimburse us on demand, any amount so paid or expenditure so incurred. We may apply towards such payment or expenditure

the value of any unused carriage on your ticket, or any of your funds in our possession.

13.5. : Customs inspection

If we are required to pay any fine or penalty or to incur any expenditure by reason of your failure to comply with laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents, you shall reimburse us on demand, any amount so paid or expenditure so incurred. We may apply towards such payment or expenditure the value of any unused carriage on your ticket, or any of your funds in our possession.

13.6. : Security inspection

You shall submit to any security checks by Governments, airport officials, Carriers or by us.

14. : Liability for damages

The liability of FAT Airways and each Carrier involved in your journey will be determined by its own Conditions of Carriage. Our liability provisions are as follows:

14.1. : Unless otherwise stated herein, international travel, as defined in the Convention, is subject to the liability rules of the Convention.

14.2. : If the weight of Luggage is not recorded on the Luggage Check, it is presumed that the total weight of the Checked Luggage does not exceed the applicable free luggage allowance for the class of carriage concerned. If in the case of Checked Luggage a higher value is declared in writing pursuant to an excess valuation facility, our liability shall be limited to such higher declared value.

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

14.4. : We shall be liable for Damage to a Passenger or his /her Checked Luggage only if such Damage has been caused by or negligence, except in the case of acts or omissions done with intent to cause Damage or recklessly and with knowledge that Damage would probably result, our liability with respect to each Passenger for death, wounding or other bodily injury shall be limited to the sum then equivalent of 113,100 S.D.R.

14.5. : Any liability we have for Damage will be reduced by any negligence on your part which causes or contributes to the Damage in accordance with applicable law.

14.6. : We will not be liable for Damage to Unchecked Luggage unless such Damage is caused by our negligence.

14.7. : We are not liable for any Damage arising from our compliance with applicable laws or Government rules and regulations, or from your failure to comply with the same.

14.8. : Except where other specific provision is made in these Conditions, we shall be liable to you only for recoverable compensatory Damage for proven losses and costs, and in any event, we shall not be liable for indirect, consequential, or any other form of non-compensation Damage.

14.9. : We are not liable for any Damage caused by your Luggage. You shall be responsible for any Damage caused by your Luggage to other persons or property including our property.

15. : Luggage compensation

15.1. : Acceptance of Luggage by the bearer of the Luggage Check without complaint at the time of delivery is sufficient evidence that the Luggage has been delivered in good condition and in accordance with the contract of carriage, unless you prove otherwise.

15.2. : If you wish to file a claim or an action regarding Damage to Checked Luggage, you must notify us as soon as you discover the Damage, and at the latest, within (7) Days of receipt of Luggage. If you wish to file a claim or an action regarding delay of Checked Luggage, you must notify us within twenty-one (21) Days from the date the Luggage has been placed at your disposal. Every such notification must be made in writing.

16. : Other conditions

16.1. : Carriage of you and your Luggage is also provided in accordance with certain other regulations and conditions with certain other regulations and conditions applying to or adopted by us including those issued by the various governmental authorities. These regulations and conditions as varied from time to time are important. They concern among other things; the carriage of unaccompanied minors, pregnant women, and sick passengers, restrictions on use of electronic devices and items.

16.2. : Regulations and conditions concerning these matters are available from us upon request.