

COMAIR LIMITED

BRITISH AIRWAYS / COMAIR



**GENERAL CONDITIONS OF CARRIAGE FOR PASSENGERS
AND BAGGAGE**

INTRODUCTION

When you buy a ticket to travel on a flight we operate, you enter into a contract of carriage with us. The contract is governed by:

- the conditions in your ticket or itinerary and receipt
- any tariffs which apply
- these conditions of carriage
- our regulations.

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GENERAL CONDITIONS OF CARRIAGE FOR PASSENGERS
AND BAGGAGE

1. **What particular expressions mean in these conditions**

We, us, our – Comair Limited trading as **British Airways**, with its main place of business situated at 1 Marignane Drive, Bonaero Park, 1619.

You, your – any person holding a **ticket** who is to be carried or is carried on an aircraft, except members of the crew or in relation to **ticket** refunds, the person who paid for the ticket. (See also the definition for **passengers**.)

Agreed stopping places – the places, except the place of departure and the place of destination, set out in **your ticket** or shown in **our** timetables as scheduled stopping places on **your** route.

Airline designator code – the two or three letters or the letter and numbers which identify particular air **carriers**.

Authorised Agent – a **passenger** sales agent who **we** have appointed to represent **us** in selling air transportation on **our** services.

“Baggage” – **your** personal property accompanying **you** on **your** flight. Unless **we** say otherwise, this consists of **your checked** and **unchecked baggage**.

“Baggage check” – the parts of **your ticket** which relates to carrying **your checked baggage**.

Baggage identification tag – a document **we** give **you** to identify each piece of **your checked baggage**.

British Airways– Comair Limited (see also definition of **We, us, our**.)

Carrier – an air carrier.

Checked baggage – **baggage** which **we** have taken into **our** custody and for which **we** have issued a **baggage identification tag** or a **baggage check** or both. (**Checked baggage** normally travels in the hold of the aircraft.)

Check-in deadline – the time limit **we** have set by which **you** must have completed check-in and received **your** boarding pass.

Conditions of Carriage – these **conditions of carriage** or another carrier's conditions of carriage, as the case may be.

Conjunction ticket – a **ticket we** have issued to **you** in conjunction with another **ticket** which together make up a single contract of carriage.

Consumer – a man or a woman who has bought a **ticket** under a contract governed by the law of a member state of the European Union and plans to use it for travel outside his or trade, business or profession.

Convention – whichever of the following apply:

- The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (referred to below as the Warsaw Convention).
- The Warsaw Convention as amended at The Hague on 28 September 1955.
- The Warsaw Convention as amended by Additional Protocol No. 1 of Montreal (1975).
- The Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975).
- The Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975)
- The Guadalajara Supplementary Convention (1961).
- The Convention for the Unification of Certain rules for International Carriage by Air, signed at Montreal, 28 May 1999 (referred to below as the Montreal Convention).

Coupon – a paper **flight coupon** or an **electronic coupon**, each of which entitles the **passenger** named on it to travel on the particular flight identified on it.

Damage – includes death of, wounding of, or bodily injury to a **passenger**. It also includes loss, partial loss, theft of, or other damage to **baggage** arising out of, or in connection with, either carriage on flights **we** operate or other services **we** provide.

Days – all seven **days** of the week. For the purpose of sending notices, **we** will not count the **day** on which the notice is sent. For the purpose of deciding whether a **ticket** is valid, **we** will not count the **day** on which the **ticket** was issued, or the first flight began.

Electronic coupon – an electronic **flight coupon** for an **electronic ticket** held in **our** computer database.

Electronic ticket – an **itinerary and receipt, electronic coupons** and any boarding document **we** have issued to **you**.

Events beyond your control – unusual and unforeseen circumstances which **you** cannot control and the consequences of which **you** could not have avoided even if **you** had taken all due care.

Flight coupon – the part of **your ticket** which has the words "Good for Passage" printed on it. In the case of an **electronic ticket**, it means the **electronic coupon**. The **flight coupon** shows the places of departure and destination between which **you** are entitled to be carried.

Involuntary fare refund – a refund, under Clause 10b, of the fare for **your ticket**.

Itinerary and receipt – a document or documents **we** or **our authorised agents** issue on paper, by fax, by E-mail, or deliver electronically to **passengers** travelling with **electronic tickets**. It contains the **passenger's** name, flight information and a receipt.

Passenger – any person holding a **ticket** who is carried, or is to be carried, on an aircraft, except members of the operating crew. (See also definition for **you, your**.)

Passenger coupon – the part of **your ticket** which is marked as such.

SDR – a Special Drawing Right as defined by the International Monetary Fund.

Stopover – a scheduled stop on **your** journey at a point between the place of departure and the place of destination.

Tariff – the published fares, charges and related **conditions of carriage** of an airline which have been filed, where required, with the appropriate authorities.

Ticket – either a document called "Passenger ticket and baggage check" or an **electronic ticket**, which **we** or **our authorised agents** have issued to you.

Transit passenger – a **passenger** arriving at an airport for onward travel to another country:

on the same flight from that airport;
on a connecting flight from that airport; or
on a connecting flight from another airport; or
on an onward flight from that Airport.

Unchecked baggage – **your baggage** other than **your checked baggage**. (**You** normally take **your unchecked baggage** with **you** on to the aircraft.)

Validity period – the period for which **your ticket** is valid.

Voluntary fare refund – a refund, under clause 10c, of the fare for **your ticket**.

2. When these conditions apply

a. General

- Except where Clause 2c says otherwise, these **conditions of carriage** will apply to all flights **we** operate under the BA **Airline designator code** and to any case where **we** have a legal liability to **you** in relation to **your** flight.
- These **conditions of carriage** apply to gratuitous and reduced fare **tickets** and to other services incidental thereto except to the extent that **we** have

provided otherwise in **our** regulations or in the relevant contracts, passes or tickets.

- These **conditions of carriage** apply to all **our** business activities, including but not limited to charter operations and services incidental thereto, but excludes all flights on the services of Kulula.com, for which different Conditions of Carriage for Passenger and Baggage apply.

b. Codeshares

On some services **we** have an arrangement with other airlines known as code shares. This means that, even if **you** have a reservation with **us** and hold a ticket showing the BA **Airline designator code** for the flight, another airline may operate the aircraft. If a code share applies to **your** flight, **we** or **our authorised agent**, will let you know if **we** or another airline will be operating the flight at the time **you** make a reservation.

c. Differences between these conditions of carriage and tariffs and laws

If these **conditions of carriage** are inconsistent with any **tariffs** or laws which apply to **your** contract of carriage with **us**, the **tariffs** or laws will apply.

d. Differences between these conditions of carriage and our regulations.

If these **conditions of carriage** are inconsistent with **our** regulations, these **conditions of carriage** will apply.

e. Validity of these conditions of carriage

If one of these **conditions of carriage** is invalid, the other conditions will remain valid.

f. Franchise

We have an arrangement with British Airways Plc in terms of which **we** are entitled to operate **our** aircraft using British Airways Plc's name, livery and **Airline designator code**.

British Airways flights are operated by **us** and identified by the flight numbers BA6200 to BA6499. British Airways Plc is not a principal to the contract of carriage on such flight and **we** have no power to bind British Airways Plc.

British Airways Plc shall not be liable to any **passenger** on a **British Airways** flight operated by us except insofar as British Airways Plc is an actual carrier under the relevant **Conventions**.

Passengers on a **British Airways** flight operated by **us** shall not make any claim against British Airways Plc which arises out of or in connection with or as a consequence of the operation of a **flight** operated by **us**.

3. Tickets

a. General

1. **We** will only carry **you** if **you** are the **passenger** named in the **ticket**. **We** may ask **you** to prove that this is the case.
2. **You** cannot transfer **your ticket**. However, please read Clauses 3e and 3f.
3. **We** sell some **tickets** at discount fares which may be partly or completely non-refundable. **You** should choose the fare which best suits **your** needs and consider taking out insurance to cover instances where **you** might have to cancel **your ticket**.
4. **Your ticket** is our property at all times if it was issued by **us** or **our authorised agents**. If **your ticket** was issued by or on behalf of another airline, it is the property of the airline which issued it.
5. Except where **you** have an **electronic ticket**, **you** will not be entitled to be carried on a flight unless **you** have presented a valid **ticket** to **us** containing :
 - the **flight coupon** for that flight;
 - all other unused **flight coupons**, and
 - the **passenger coupon**.

You will not be entitled to be carried on a flight if the **ticket** **you** have presented is spoiled, torn or damaged or if it has been altered or tampered with unless **we** or **our authorised agent** have made the alteration.

If **you** are travelling on an **electronic ticket**, **you** will not be entitled to be carried on a flight unless the **electronic ticket** was issued in **your** name and **you** can prove to **us** that **you** are the person named on it.

6. A **ticket** is a valuable document and **you** must make sure it is not lost or stolen.

b. Ticket validity period

1. Unless it says differently on the **ticket**, in these **conditions of carriage**, or in any **tariff** which apply, a **ticket** is valid for :
 - one year from the date it is issued; or
 - one year from the date you first travelled using the **ticket**, as long as **your** first flight took place within a year of the **ticket** being issued.

2. If **you** are prevented from travelling within the **validity period** of the **ticket** because **we** could not confirm **your** reservation at the time **you** ask for it, **we** will :

- extend the **validity period** of the **ticket**; or
- give **you** a **voluntary fare refund**.

3. If, after beginning **your** journey:

- **you** become ill;
- **your** illness prevents **you** from travelling on **your** next flight within the **validity period** of **your ticket**; and
- **you** want **us** to extend the **validity period** so that **you** can continue **your** journey;

you must give us a medical certificate. The certificate must :

- state the facts relating to **your** illness; and
- confirm the date **you** will be fit to travel again (“the **recovery date**”).

When **we** receive the certificate, **we** may decide to extend the **validity period** until either

- the **recovery date** as long as there is a seat available on the relevant flight in the class of service for which **you** have paid the fare; or
- if not, the first date after the **recovery date** when a seat will be available.

If the **flight coupons** left on **your ticket** involve one or more **stopovers**, **we** may decide to extend the **validity period** up to a maximum of three months from the **recovery date**. If other members of **your** immediate family were travelling with **you** when **you** fell ill, **we** will extend the **validity period** of their **tickets** for a similar period.

4. If:

- a **passenger** dies during their journey; and
- other **passengers** are travelling in the same party as the dead **passenger**:

we may decide to do either, or both, of the following:

- **we** will not enforce any minimum stay conditions which apply to the **tickets** of members of the party;
- we will extend the **validity period** of their **tickets**.

5. If:

- **you** have begun **your** journey;
- a member of **your** immediate family dies; and
- **you** have supplied **us** with a copy of the death certificate,

we may decide to change **your ticket** and those of **your** immediate family travelling with **you** by doing either or both of the following:

- **we** will not enforce any minimum stay conditions relating to the **tickets**;
- we will extend the **validity period** of the **tickets**.

We will not extend the **validity period** of the **tickets** for more than **45 days** after the date of death.

c. Using flight coupons in the right sequence and changes in itinerary

1. **Your ticket** is valid only for transportation shown on it from the place of departure through any **agreed stopping places** to the final place of destination. The fare you have paid is based on **our tariff** for the transportation shown on **your ticket**. **We** will not honour **your ticket** and it will no longer be valid if **you** do not use all the **coupons** in the sequence provided in the **ticket**.

2. If **you** want to change all or part of **your** transportation, **you** must contact **us** beforehand. **We** will work out the revised fare for **your** changed transportation. **You** will have the option of either accepting the revised fare or maintaining **your** original transportation.

3. If **you** need to change any aspect of **your** transportation because of **events beyond your control**, **you** must contact **us** as soon as possible. **We** will use reasonable efforts to transport **you** to **your** next **stopover** or final destination, without recalculating the fare.

4. If **you** change **your** transportation without **our** agreement, **your** unused **flight coupons** will not be valid for travel and will have no value and **we** will not carry you until:

- **we** or **our authorised agents** have recalculated the revised fare for **your** actual transportation; and
- **you** have paid the difference (if any) between the fare **you** have already paid and the revised fare which applies to **your** changed transportation.

If the revised fare is lower than the fare **you** have already paid, **we** or **our authorised agents** will refund **you** the difference.

5. While some changes to **your** transportation will not result in a change of fare, others, such as changing the place of departure (for example, because **you** have not used the first **flight coupon** in **your ticket** or **you** have reversed the direction of **your** travel) may result in a fare increase. Many fares are valid only for travel on

the dates and for the flights shown on the **ticket**. **You** may not be able to change these at all or only if **you** pay **us** an extra fee to do so.

6. **We** will accept each **flight coupon** in **your ticket** for transportation in the class of service on the date and flight for which **you** have a reservation unless **you** fail to meet the **check-in** and boarding requirements in Clause 6 or **we** have to deny **you** boarding because of overbooking or **we** exercise **our** right to refuse to carry **you** under Clauses 5.d.3 or 7.
7. If **we** issue a **ticket** without a reservation being specified on it, **you** may make a reservation later but whether **you** will be able to do so will depend on **our tariff** and whether a seat is available on **your** chosen **flight**.
8. If **you** cancel a booking before the check-in deadline for **your** flight, **we** will not cancel **your** return or onward reservation.
9. If **you** fail to cancel a booking before the **check-in** deadline for **your flight** and do not show up for the flight, **we** may decide to cancel **your** return or onward reservation.

d. Replacement tickets

If **you** ask, **we** will replace **your ticket** with a new **ticket** if:

- **your ticket** is spoilt, torn, damaged or has been altered or tampered with.

We will only do this if:

- **we** or **our authorised agents** issued the original **ticket**;
- **you** sign an agreement to repay **us** any costs and losses, up to the value of the original **ticket**, which **we** or another airline would suffer as a result of the **ticket** being misused; and
- **you** prove that **you** had a valid **ticket**.

We will not claim from **you** any losses which result from **our** own negligence. **We** may charge a reasonable administration fee for issuing a new **ticket**, unless the loss or **damage** was caused by **us** or **our authorised agents**.

If:

- **you** have lost **your ticket** or part of it;
- **you** do not have your **ticket** with **you** and so cannot present it to **us**, or
- one or more unused **flight coupons** or the **passenger coupon** (or both) are missing from **your ticket**; or
- **you** cannot prove that **you** had a valid **ticket**;
- **you** do not sign an agreement;

we will ask **you** to pay up to the full **ticket** price of the replacement **ticket**. **We** will give **you** a refund if and when **we** are satisfied that the original **ticket** has not been used before its **validity period** ran out. If **you** find the original **ticket** before its **validity period** runs out and give it to **us**, **we** will give **you** a refund at that time.

If **we** did not issue **your ticket**, **you** must apply for a refund from the airline or **authorised agent** which issued it.

e. Your rights if you are prevented from travelling by events beyond your control

If:

- **you** are a **consumer**; and
- **you** have been prevented from travelling by events **beyond your control**; and
- all or part of the fare for **your ticket** is non-refundable;

we will give you a credit for the non-refundable part of the fare. **We** will do this if **you**:

- have a completely unused **ticket**;
- have told **us** promptly about the **events beyond your control**; and
- have given **us** evidence of these events.

The credit can be used for future travel on **us** by **you** or any person **you** choose. **We** may take a reasonable fee from the credit to cover our administration costs.

f. Your right to transfer your booking to another passenger where the Package Travel, Package Holidays and Package Tour Regulations apply

We or **our authorised agents** will, if **you** ask, issue a new **ticket** to somebody else to replace **your ticket** if:

- **your ticket** has been issued as part of a package to which the Package Travel, Package Holidays, Package Tours Regulations 1992 S1 1992/3288 as amended (the Regulations) apply;
- **you** want to transfer **your** booking under Regulation 10 of the Regulations;
- **you** prove to **us** or **our authorised agents** that **you** have satisfied the requirements of Regulation 10 and are entitled to transfer the booking;
- **you** give **us** or **our authorised agents** reasonable notice of **your** intention to transfer the booking before **your** date of departure;
- **you** give **us** or **our authorised agents** the full name, address and contact number of the person to whom **you** want the new **ticket** to be issued;
- **you** deliver **your ticket** to **us** or **our authorised agents**; and

- **you** pay **us** or **our authorised agents** a reasonable administration fee for issuing the new **ticket**.

g. Our name and address on tickets

Our name may be abbreviated to the BA **airline designator code** on the **ticket**. **Our** address is 1 Marignane Drive, Bonaero Park, Kempton Park, South Africa, 1619. Please also see **our** timetable for more details on how to contact **us**.

4. Fares, taxes, fees and charges and currency

a. Fares and surcharges

1. **Your** fare covers transporting **you** from the airport at the place of departure to the airport at the place of destination, unless **we** say otherwise.
2. **Your** fare does not include ground transportation between one airport and another or between the airport and the town terminal.
3. **We** or **our authorised agents** will work out the fare for **your ticket** which applies under **our tariff** on the date **you** pay for it. The fare will be for travel on the specific dates and itinerary shown on your **ticket**.
4. If **you** want to change either **your** itinerary or **your** dates of travel, this may increase the fare.
5. **We** may charge any surcharge to the fare for **your ticket** which applies under **our** tariff on the date **you** pay for your **ticket**, for example a fuel or insurance surcharge.

b. Taxes, fees and charges

1. **You** must pay any taxes, fees and charges imposed on **us** or on **you** by Governments or other authorities, or by operators of airports.
2. When **you** buy **your ticket**, **we** will tell **you** about any taxes, fees and charges not included in the fare and they will normally be shown separately on the **ticket**.
3. Taxes, fees and charges change constantly and can be imposed or altered after the date **we** have issued **your ticket**. If they change or if a new tax, fee or charge is imposed after **we** have issued **your ticket**, **you** will have to pay **us** any increase. Similarly, if any taxes, fees or charges **you** pay to **us** when **we** issue the **ticket** are then abolished or reduced, **you** will be entitled to claim a refund from **us**.
4. If **you** do not use **your ticket**, **you** will be entitled to claim a refund of any taxes, fees and charges which **you** paid, less a reasonable service charge.

c. Currency

You must pay the fare and any taxes, fees and charges in the currency of the country in which the **ticket** is issued, unless **we** or **our authorised agents** say **you** must use another currency at or before the time **you** pay. **We** may decide to accept payment in another currency.

5. Reservations

a. General

1. **We** will record **your** reservation in **our** computer system. If **you** ask, **we** or **our authorised agent**, will give **you** written confirmation of **your** reservation.
2. Some fares have conditions attached to them which limit or exclude **your** right to change or cancel reservations.
3. **We** or **our authorised agent** may charge additional **carrier** or agency fees for issuing or changing **your ticket** or provide other reservation services.

b. Time Limits for payment of the fare

If **you** have not paid for **your ticket** by the deadline **we** or **our authorised agents** have set, **we** may decide to cancel **your** reservation.

c. Personal Information

1. **We** may use the personal information that **you** provide, including information about how **you** use **our** services and facilities ("**your personal information**"), for the purposes of:
 - making a reservation and issuing a **ticket**;
 - providing **you** with **your** transportation and any related services and facilities;
 - accounting, billing and auditing;
 - checking credit or other payment cards;
 - immigration and customs control;'
 - security, administrative and legal purposes;
 - statistical analysis;
 - operating frequent flyer programmes;
 - system testing, maintenance and development;
 - customer relations;
 - helping **us** in any future dealings with **you**; and

- direct marketing and market research (which **we** will only do at **your** request or with **your** consent, or if **we** give **you** the opportunity to opt out).
2. For these purposes **we** may release **your personal information** to:
- **our** subsidiary companies;
 - **carriers** and other companies involved in providing **your** transportation or related services and facilities;
 - **our** franchisor and its oneworld partner airlines;
 - data processors;
 - **our** agents;
 - government and enforcement agencies; and
 - credit and other payment card companies and screening companies.

d. Passengers requiring advance arrangements

1. For **passengers** with a disability refer to Clause 18.
2. If **you** are not a **passenger** with a disability, but **you** ask **us** or **our authorised agents** at the time of booking to provide any special assistance, **we** will make reasonable efforts to meet **your** request.
3. **We** may decide not to carry:
 - unaccompanied children;
 - pregnant women;
 - **passengers** who are ill;if arrangements to carry them have not been made before check-in.

e. Seating

1. **We** will try to honour advance seating requests.
2. **We** cannot guarantee that **you** will be able to sit in any particular seat.
3. **We** can change **your** seat at any time, even after **you** have boarded the aircraft, as **we** may need to do this for operational, safety or security reasons.

f. Reconfirming reservations

1. **You** may have to reconfirm onward or return reservations within certain time limits. **We** will tell **you** if **you** need to reconfirm and how and where **you** should do this.
2. If **you** fail to reconfirm, **we** may decide to cancel **your** onward or return reservations.
3. If **you** fail to reconfirm but let **us** know that **you** still want to travel and there is space on the flight, **we** will reinstate **your** reservation and carry **you**. If there is no space on the flight, **we** will use reasonable efforts to carry **you** to **your** next or final destination on a later flight.
4. **You** should check the reconfirmation requirements of any other **carriers** involved in **your** journey and where necessary, reconfirm with the **carrier** whose **airline designator code** appears on the **ticket** for the flight in question.

g. Service charge when space not occupied

Except where **you** are travelling on a non-refundable fare, a service charge may be payable to **us** by **you** if **you** fail to use **your** reservation.

6. Check-in and boarding

a. Check-in deadlines

Check-in deadlines vary and **your** journey will be smoother if **you** allow plenty of time to check in. Please find out the **check-in deadlines** for **your** flight before **you** travel and keep to them. **We** may also tell **you** a time by which **you** must present yourself for check-in.

b. The check-in deadline for your first flight

We or **our authorised agents** will tell **you** the **check-in deadline** for **your** first flight with **us**. **Check-in deadlines** for all **our** flights are set out in **our** website www.ba.com and **you** can also ask **us** or **our authorised agent** for details at any time.

c. You must check in by the check-in deadline.

If **you** do not complete the check-in process by the **check-in deadline**, **we** may decide to cancel **your** reservation and not carry **you**. By completing the check-in process **we** mean that **you** have received **your** boarding pass for **your** flight.

d. You must arrive at the boarding gate on time

You must be present at the boarding gate no later than the time **we** give **you** when **you** check in. **We** may decide not to carry **you** if **you** fail to arrive at the boarding gate on time.

e. We are not liable if you fail to meet deadlines

We will not be liable to **you** for any loss or expense **you** suffer if **you** fail to meet **check-in deadlines**, fail to present yourself for check-in or fail to be at the boarding gate on time.

7. Our right to refuse to carry you or to ban you from travel

a. Our right to refuse to carry you

We may decide to refuse to carry **you** or **your baggage** if one or more of the following has happened or **we** reasonably believe may happen.

1. If carrying **you** or **your baggage** may put the safety of the aircraft or the safety or health of any person in the aircraft in danger.
2. If carrying **you** or **your baggage** may affect the comfort of any person in the aircraft.
3. If **you** are drunk or under the influence of drink or drugs.
4. If **you** are, or **we** reasonably believe **you** are, in unlawful possession of drugs.
5. If **your** mental or physical state is a danger or risk to **you**, the aircraft or any person in it.
6. If **you** have refused to allow a security check to be carried out on **you** or **your baggage**.
7. If **you** have not obeyed the instructions of **our** ground staff or a member of the crew of the aircraft relating to safety or security.
8. If **you** have used threatening, abusive or insulting words towards **our** ground staff or a member of the crew of the aircraft.
9. If **you** have behaved in a threatening, abusive, insulting or disorderly way towards a member of **our** ground staff or a member of the crew of the aircraft.
10. If **you** have deliberately interfered with a member of the crew of the aircraft carrying out their duties.
11. If **you** have put the safety of either the aircraft or any person in it in danger.
12. If **you** have made a hoax bomb or other security threat.
13. If **you** have committed a criminal offence during the **check-in** or boarding process or on board the aircraft.
14. If **you** have not, or do not appear to have, valid travel documents.
15. If **you** try to enter a country for which **your** travel documents are not valid.

16. If the immigration authority for the country **you** are travelling to, or for a country in which **you** have a **stopover**, has told **us** (either orally or in writing) that it has decided not to allow **you** to enter that country, even if **you** have, or appear to have, valid travel documents.
17. If **you** destroy **your** travel documents during the flight.
18. If **you** have refused to allow **us** to photocopy **your** travel documents.
19. If **you** have refused to give **your** travel documents to a member of the crew of the aircraft, when **we** have asked **you** to do so.
20. If **you** ask the relevant Government authorities for permission to enter a country in which **you** have landed as a transit passenger.
21. If carrying **you** would break Government laws, regulations, or orders.
22. If **you** have refused to give **us** information which a Government authority has asked **us** to provide about **you**, including **passenger** information requested in advance of **your** flight;
23. If **you** have not presented a valid **ticket**.
24. If **you** have not paid the fare (or any applicable surcharges, taxes, fees or charges) for **your** journey.
25. If **you** have presented a **ticket** acquired illegally.
26. If **you** have presented a **ticket** which **you** did not buy from **us** or **our authorised agents**.
27. If **you** have presented a **ticket** which was not issued by **us** or **our authorised agents**.
28. If **you** have presented a **ticket** which has been reported as being lost or stolen.
29. If **you** have presented a counterfeit **ticket**.
30. If **you** have presented a **ticket** with an alteration made neither by **us** or **our authorised agents**.
31. If **you** have presented a spoilt, torn or damaged **ticket** or a **ticket** which has been tampered with.
32. If **you** cannot prove **you** are the person named in the **ticket**.
33. If **you** have changed **your** transportation without **our** agreement as set out in Clause 3c.
34. If **you** have failed to present **your ticket** or **your** boarding pass or **your** travel documents to **us** when reasonably asked to do so.

35. If **you** have failed to complete the check-in process by the **check-in deadline**.
36. If **you** have failed to arrive at the boarding gate in time.
37. If **you** have refused or failed to undergo health screening or a health examination requested by **us** or by a government or enforcement agency.
38. If **you** have behaved in any way mentioned above on or in connection with a previous flight and **we** believe **you** may repeat this behaviour.

b. Our right to refuse to carry you when we have banned you from our route network

1. **We** will be entitled to refuse to carry **you** or **your baggage** if **we** have given **you** a banning notice and **you** have bought **your ticket** while the ban applies.
2. By a banning notice **we** mean a written notice **we** have given to **you** informing **you** that **you** are banned from being carried on **our** route network. (This means **you** are banned from travelling on all flights **we** operate.) This notice will give the date when the ban comes into force and the period for which it applies. A banning notice will also ask **you** not to buy a **ticket** or ask or allow anyone to do so for **you**.
3. If **you** travel while a banning notice is in force, **we** will refuse to carry **you** and **you** will be entitled to an **involuntary fare refund**.

8. Baggage

a. Your free baggage allowance

We will carry some of **your baggage** free of charge. **Your free baggage** allowance will be shown on **your ticket**, or in the case of an **electronic ticket**, on **your itinerary and receipt**, and will depend on **our baggage** regulations applying at the time of **your** flight. If **you** are in doubt, please ask **us** or **our authorised agents** for details of **your free baggage** allowance and **our baggage** regulations.

b. Excess baggage

You will have to pay a charge for the carriage of **baggage** over **your free baggage** allowance. Please ask **us** or **our authorised agents** for details of **our excess baggage** rates.

c. Items you must not carry in baggage

You must not carry the following in **your baggage** (whether as **checked baggage** or **unchecked baggage**).

- items **you** are forbidden from carrying by law.

- items **you** are forbidden from carrying by **our** regulations.
- items likely to put the aircraft or people or property on board the aircraft in danger. These include the items shown in "The International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air" and the "International Air Transport Association (IATA) Dangerous Goods Regulations."
- items which **we** reasonably consider unsuitable for carriage because they are dangerous, unsafe, too heavy, too big, fragile or perishable or because of their shape or character. In deciding if items are unsuitable for carriage, **we** will take account of the type of aircraft being used.

If **we** discover that **you** are carrying forbidden items, **we** will refuse to carry them. Please ask **us** or **our authorised agents** for information about forbidden items if **you** need it.

d. **Firearms**

1. On some of **our** services **we** do not carry firearms and ammunition. On services where **we** do carry firearms and ammunition, **we** may charge a handling fee for accepting firearms and ammunition or **we** may exclude firearms and ammunition from **your** free **baggage allowance**, in which case **you** will have to pay an excess **baggage** charge.
2. If **you** want **us** to carry firearms and ammunition, other than sporting guns or ammunition, **you** must get **our** permission before **you** check in. If **you** do not, **we** may decide not to carry them.
3. If **you** are travelling on a service where **we** carry firearms and **you** want **us** to carry sporting guns or ammunition, **you** must let **us** know before **you** check in. If **you** do not, **we** may decide not to carry them.
4. All firearms and ammunition must be carried as **checked baggage** and **we** will not allow **you** to take them into the aircraft cabin.
5. All firearms carried as **checked baggage** must be unloaded, have the safety catch on and be suitably packed.
6. Carrying firearms and ammunition is covered by the ICAO Technical Instructions and the IATA regulations referred to above.
7. You must make sure that **you** have all the documents **you** need for firearms and ammunition. If **you** do not, **we** may decide not to carry them.

e. **Dangerous items you must not take with you onto the plane**

1. **You** must not take any item into the aircraft cabin if **we** tell **you** that **we** reasonably believe that its presence there would affect the safety and security of the aircraft or any person in it. **You** must not take any item into the aircraft cabin which **you** are forbidden from taking into the aircraft cabin by law.

2. **You** must take antique, toy or replica guns into the aircraft cabin.
3. **You** must not take swords, knives, archery bows, arrows or similar weapons into the aircraft cabin.
4. **We** may either tell **you** to check in items referred to in clauses 8.e.1, 8.e.2 or 8.e.3 as **checked baggage** or refuse to carry them altogether.

f. Fragile or perishable items must not be packed in baggage checked into the hold.

You must not include in **your checked baggage** fragile or perishable items or items of special value such as:

- money;
- jewellery;
- precious metals;
- computers;
- personal electronic devices;
- share certificates, bonds and other valuable documents;
- business documents or samples; or
- passports and other identification documents.

If, despite the fact that an item is forbidden under Clause 8c, 8e or 8f, **you** include it in **your baggage**, **we** will not be responsible for any loss or **damage** caused to it.

g. Our right to refuse to carry checked baggage not properly and securely packed

We will refuse to carry **checked baggage** if **we** reasonably believe that it is not properly and securely packed in suitable containers.

h. Our right to search, screen and x-ray you and your baggage

1. For reasons of safety and security **we** or **our** agents may ask to search and screen **you** and search, screen or x-ray **your baggage**. **We** will always try to search, screen or x-ray **your baggage** when **you** are present. However, if **you** are not available, **we** may search **your baggage** in **your** absence.

If **you** do not allow **us** to carry out the necessary safety and security searches, screenings and x-rays, **we** will refuse to carry **you** and **your baggage**.

2. If a search or screening causes **damage to you**, or a search, screening or x-ray causes **damage to your baggage**, **we** will not be liable for the **damage** unless it was caused by **our** gross negligence or fault.

i. Checked baggage (baggage checked into the hold)

1. **You** must put **your** name on each item of **checked baggage**.
2. When **you** check in **your checked baggage**, **we** will give you a **baggage identification tag** for each piece.
3. **We** will carry **your checked baggage**, wherever possible, on the same aircraft as **you**, unless **we** decide for safety, security or operational reasons to carry it on another flight. If **we** carry **your checked baggage** on another flight, **we** will deliver it to **you**, unless the law says **you** must be present for customs clearance.

j. Unchecked baggage (baggage you carry on to the plane)

1. **We** set maximum dimensions and weights for **unchecked baggage**, which must also:

fit under the seat in front of **you**; or

fit in an enclosed storage compartment in the cabin of the aircraft.
2. If:

your unchecked baggage is larger than the maximum dimensions or weights;

does not fit under the seat in front of **you** or in an enclosed storage compartment; or

we decide it is not safe,

you must check it in as **checked baggage**.
3. **We** have **baggage** regulations. Please ask **us** or **our authorised agents** for details.
4. If **you** have an item of **baggage** (such as musical instruments) larger or heavier than the maximum dimensions and weight for **unchecked baggage** but unsuitable to be carried as **checked baggage**, **we** will carry it in the aircraft cabin if
 - **you** told **us** before you checked in that **you** wanted to take it into the aircraft cabin;
 - **we** agreed with **you** before **you** checked in to carry it in the aircraft cabin;

- **you** have paid **us** an extra charge that applies for the service; and
- **there** is space available.

Please ask **us** or **our authorised agents** for details of **our** charges.

k. Collecting and delivering baggage checked into the hold

1. Unless clause 8.i.3 applies, **you** must collect **your checked baggage** as soon as **we** have made it available at **your** place of destination or **stopover**. If **you** do not collect it within a reasonable time, **we** may charge **you** a storage fee. If **you** do not claim **your checked baggage** within 3 (three) months from the date **we** make it available, **we** may dispose of it without any liability to **you**.
2. Only the person with the **baggage identification tag** and if one has been issued, **the baggage check**, can claim a piece of **checked baggage**.
3. If a person claiming a piece of **checked baggage** cannot produce the **baggage identification tag** and if one has been issued, the **baggage check**, **we** will deliver the **baggage** to them only if they can prove to **us** that the **baggage** is theirs.

l. Animals

On some services **we** do not carry animals. If **we** agree to carry **your** animals, **we** will carry them subject to the following conditions.

1. On domestic flights (by which **we** mean **flights** within the Republic of South Africa) the following will apply.
 - Only assistance dogs accompanying **passengers** with a disability can be taken into the aircraft cabin.
 - Assistance dogs will be carried free save that **we** may make a charge if an adjacent seat has to be withdrawn from use to accommodate a **passenger** with a disability and accompanying assistance dog.
 - **We** will carry domestic pet animals as part of **your checked baggage** or as cargo, according to **our** policy at the relevant time.
 - All other animals must be carried as cargo.
2. On international flights (by which **we** mean all **flights** other than domestic flights) the following will apply.
 - Assistance dogs accompanying **Passengers** with a disability can be taken into the aircraft cabin if applicable law permits it and if the necessary arrangements are in place at the relevant airports.
 - Assistance dogs accompanying **passengers** with a disability will be carried free save that **we** may make a charge if an adjacent seat has to

be withdrawn from use to accommodate a **passenger** with a disability and an accompanying assistance dog.

- Assistance dogs which cannot be taken into the Aircraft cabin, pet dogs and pet cats will be carried as **checked baggage** or as cargo, according to **our** policy at the relevant time.
 - All other animals must be carried as cargo.
 - **We** will only carry animals if it would be legal for them to arrive at **your** place of destination or transit point.
3. On all flights (by which **we** mean both domestic and international) the following will apply.
- Except for assistance guide dogs accompanying **passengers** with a disability, animals and their containers accepted as **checked baggage** will not be part of **your** free **baggage** allowance and **you** will have to pay an excess **baggage** charge for them.
 - **You** must make sure that all animals travelling as part of **your checked baggage** are put in proper, adequate and secure containers. If **you** fail to do this, **we** may decide not to carry the animals, or, if **we** do carry them, we will not be liable to you for any loss **you** suffer.
 - **You** must present to **us** all health and vaccination certificates, entry permits, transit permits, exit permits and other documentation needed for the animals. If **you** fail to do this, we may decide not to carry the animals.
 - Unless carrying the animal is covered by the liability rules of the **Convention**, **we** will not be responsible for their loss, sickness, injury or death unless **we** have been grossly negligent.
 - **We** are not liable to **you** for any loss **you** suffer because **you** do not have the health and vaccination certificates, entry permits, transit permits, exit permits and other documents needed for **your** animals. **You** must repay to us any fines, costs, charges, losses or liabilities **we** have paid or suffered because **you** did not have these documents.
 - It is **your** responsibility to ensure that the animals are suitably sedated so as to enable them to undertake the flight without anxiety or stress.
 - From time to time **we** adopt regulations for carrying animals. Please ask **us** or **our authorised agents** for a copy.

9. Schedules, remedies for delays and cancellations and denied boarding compensation

a. Schedules

1. The flight times shown in **our** timetables may change between the date of publication and the date **you** actually travel. **We** do not guarantee these

flight times to **you** and they do not form part of **your** contract of carriage with **us**.

2. Before **we** accept **your** booking, **we** or **our authorised agents** will tell **you** the scheduled departure time of **your flight** and it will be shown on **your ticket** or **itinerary and receipt**. **We** may need to change the scheduled departure time of **your** flight after **your ticket** has been sent to **you** or to change the scheduled departure terminal of **your** flight. If **you** give **us** or **our authorised agents** contact information, **we** or they will try to let **you** know about any changes.
3. If, after **you** buy **your ticket**:
 - we make a significant change to the scheduled departure time **of your flight**;
 - **you** find this change unacceptable; and
 - **we** or **our authorised agents** cannot book **you** on another flight which **you** are prepared to accept;

we will give **you** an **involuntary fare refund**.

b. Remedies for delays and cancellations

1. **We** will take all reasonable measures necessary to avoid delay in carrying **you** and **your baggage**.
2. These measures may, in exceptional circumstances and if necessary to prevent a flight being cancelled, include arranging for a flight to be operated:
 - by another aircraft;
 - by another airline; or
 - by both.
3. If **we**:
 - cancel a flight;
 - delay a flight by 5 (five) hours or more;
 - fail to stop at **your** place of **stopover** or **destination**; or
 - cause **you** to miss a connecting flight on which **you** hold a confirmed reservation;

you can choose one of three remedies set out immediately below.

Remedy 1

We will carry **you** as soon as **we** can to the destination shown on **your ticket** on another of **our** scheduled services on which a seat is available. If **we** do this, **we** will not charge **you** extra and where necessary, will extend the **validity period** of **your ticket**.

Remedy 2

We will re-route **you** within a reasonable period of time to the destination shown on **your ticket** using either **our** services or those of another airline. If **you** are re-routed, **we** will not charge **you** extra.

Remedy 3

We will give **you** an **involuntary fare refund**.

The above three remedies will be the only remedies available to **you** and **we** will have no further liability to **you** except as may be provided by any law which may apply.

c. Denied boarding compensation

If **you** are denied boarding against your will on a flight for which **you** have both a valid **ticket** and a confirmed reservation, **we** will pay **you** compensation and provide refreshment as required by any law which may apply. This will not apply if **you** fail to meet the check-in and boarding requirements in Clause 6 or **we** exercise **our** rights to refuse to carry **you** under Article 5.d.3 or 7.

10. Refunds of fares and taxes, fees and charges

a. General

1. **We** will refund the fare and any surcharges for **your ticket**, or any unused part of it and any tax, fees and charges, as set out in **our** fare rules and **tariffs**.
2. Unless **we** say otherwise, **we** will only make a refund to the person who paid for the **ticket**.
3. **You** must, if **you** want a refund, prove to **us** that **you** are the person who paid for the **ticket**.
4. Unless **you** are applying for a refund on a lost **ticket**, **we** will only make the refund if **you** first give us the **ticket** and all unused **flight coupons**.

b. Involuntary fare refunds

1. **We** will pay fare refunds as set out below if **we**:
 - cancel a flight;
 - make a significant change to a flight time which is not acceptable to **you**;
 - delay a flight by 5 (five) hours or more;
 - fail to stop at **your** place of destination or **stopover**;

- cause **you** to miss a connecting flight on which **you** hold a confirmed reservation; or
 - refuse to carry **you** because a banning notice is in force against **you**.
2. If **you** have not used any part of the **ticket**, the refund will be equal to the fare and any surcharges and any taxes, fees and charges **you** have paid.
 3. If **you** have used part of the **ticket**, the refund will be equal to at least the difference between the fare and any surcharges and any taxes, fees and charges **you** have paid and the correct fare, surcharge, taxes, fees and charges for travel between the points for which **you** have used your **ticket**.

c. Voluntary fare refunds

1. If **you** are entitled to a refund of the fare for **your ticket** for reasons other than those set out in Clause 10.b, the refund will be as follows.
2. If **you** have not used any part of the **ticket**, the refund will be equal to the fare and any surcharge and any taxes, fees and charges which **you** have paid, less any cancellation and reasonable service charge.
3. If **you** have used part of the **ticket**, the refund will be equal to the difference between the fare and any surcharge, taxes, fees and charges **you** have paid and the correct fare, surcharge, taxes, fees and charges for travel between the points for which you have used the **ticket**, less any cancellation and reasonable service charge.

d. Refund on lost tickets

1. If **you** lose your **ticket** or part of it, **we** will, if **you** give **us** satisfactory proof of loss and pay a reasonable administration fee, **we** will give **you** a refund as soon as possible after the **validity period** of the **ticket** expires. **We** will only do this if:
 - the lost **ticket**, or part of it, has not been used, previously refunded or replaced (unless the use, refund or replacement by or to someone else resulted from **our** own negligence); and
 - the person to whom the refund is made agrees to repay **us** the amount **we** refund if **we** later discover fraud.

This will not apply if any fraud or use by someone else resulted from **our** negligence.

2. If **we** or **our authorised agents** lose the ticket or part of it, **we** will be responsible for any loss.

e. Our right to refuse a fare refund

1. **We** may decide to refuse to give **you** a refund if you apply for it after the end of the **ticket validity period**.
2. **We** may decide to refuse to give **you** a refund if, when **you** arrived in a country, **you** presented **your ticket to us** or to a Government official as evidence of **your** intention to leave that country, unless **you** can prove to **us** that:
 - **you** have permission to stay in the country; or
 - **you** will be leaving the country on another airline or on another form of transport.

f. Currency

We will pay **you** a refund in the same way and in the same currency that **you** used to pay for the **ticket** unless we agree otherwise or our Government laws, rules or regulations require otherwise. For example, if **you** paid in U.S.Dollars by credit card, **we** will make a refund in U.S.Dollars to **your** credit card account subject to what has been stipulated above.

g. Voluntary fare refunds are made only by the carrier who issued the ticket

We will only give **you** a **voluntary fare refund** if **we** or **our authorised agents** issued the **ticket** and **we** or they have authorised the refund.

11. Behaviour on the aircraft

a. Unacceptable behaviour

If, while **you** are on board the aircraft, **we** reasonably believe that **you** have:

- put the aircraft, or any person in it, in danger;
- deliberately interfered with the crew in carrying out their duties;
- failed to obey the instructions of the crew relating to safety or security;
- failed to obey the seat belt or no smoking signs;
- committed a criminal offence;
- allowed **your** physical or mental state to become affected by drink or drugs;
- failed to obey the crew's instructions relating to drink or drugs;
- made a hoax bomb threat or other security threat;
- threatened, abused or insulted the crew or other **passengers**;
- behaved in a threatening, abusive, insulting or disorderly way towards the crew or other **passengers**; or

- behaved in a way which causes discomfort, inconvenience, **damage** or injury to the crew or other **passengers**:

we may take any measures **we** think reasonable to prevent **you** continuing **your** behaviour. When the aircraft lands **we** may decide to:

- make **you** leave the aircraft;
- refuse to carry **you** on the remaining sectors of the journey shown on **your ticket**; and
- report the incident on board the aircraft to the relevant authorities with a view to them prosecuting **you** for any criminal offence **you** might have committed.

b. Diversion costs caused by unacceptable behaviour

If, as a result of **your** behaviour, **we** divert the aircraft to an unscheduled place of destination and make **you** leave the aircraft, **you** must pay **us** the reasonable and proper cost of the diversion.

c. Using electronic devices on board the aircraft

For safety reasons, **we** may decide not to allow **you** to use electronic devices when **you** are on board the aircraft, including:

- mobile phones;
- laptop computers;
- personal recorders;
- personal radios;
- MP3, cassettes and CD players;
- electronic games; or
- transmitting devices (for example, radio controlled toys and walkie-talkies).

You must not use these items when **we** have told **you** that they are not allowed.

We will allow **you** to use hearing aids and heart pacemakers.

12. Services provided by other companies

a. If **we**:

- arrange for another company (such as a tour operator, a train company, a ferry or a hotel) to provide land or sea transport or other services for you; or
- issue **you** with a **ticket** or voucher relating to land or sea transport or other services;

we are only acting as **your** agent in making the arrangements or issuing the **ticket**. The terms and conditions of the company providing those services will apply.

- b. If **we** are also providing land or sea transport for **you**, specific conditions (not these **conditions of carriage**) will apply to that transport. Please ask **us** or **our authorised agents** for a copy of these specific conditions.

13. Travel documents, entry requirements, customs inspection and security screening

a. General

1. **You** (not **us**) must:

- check the relevant entry requirements for any country **you** are visiting; and
- present to **us** all passports, visas, health certificates and other travel documents needed for **your** journey.

2. **You** must obey all laws, regulations and orders of any countries **you** fly from, enter or travel through or in which **you** are a **transit passenger**.

3. **We** will not be liable to **you** if:

- **you** do not have all necessary passports, visas, health certificates and other travel documents;
- **your** passport, visa, health certificates or other travel documents are invalid or out of date; or
- **you** have not obeyed all relevant laws.

b. You must present to us valid passports, visas, health certificates and other travel documents.

Before **you** travel, **you** must present to **us** all passports, visas, health certificates and other travel documents **you** need for **your** journey. If **we** ask, **you** must:

- Allow **us** to take and keep copies of them; and
- Deposit **your** passport or equivalent travel document with a member of the crew of the aircraft for safe custody until the end of the flight.

c. What happens when you are refused entry to a country

If **you** are refused entry to a country, **you** must pay:

- any fine, penalty or charge imposed on **us** by the Government concerned;
- any detention costs **we** are charged;
- the fare for transporting **you** back to the place of departure; and

- any other costs **we** reasonably pay or agree to pay.

We will not refund to **you** the fare for carrying **you** to the place where **you** were denied entry.

d. You must repay us fines, detention costs and other charges

If **we** have to pay any fine, penalty, fee, charge or costs (such as detention costs) because **you** have failed to obey any laws or regulations, or other travel requirements of the country which **you** have travelled to or to produce the necessary documents needed by that country, **you** must repay **us** the amount **we** have paid as a result. **We** may take this amount from the value of any unused part of **your ticket** or any of **your** money we have in **our** possession.

e. Customs inspection

If necessary, **you** must be present when **your baggage** is inspected by customs or other Government official. **We** will not be liable to **you** for any **damage you** suffer in the course of an inspection or because **you** are not present.

f. Security screening

You must allow **us**, government officials, airport officials, or other **carriers** to carry out security screening of **you** or **your baggage**.

14. Successive carriers

If **we** and other **carriers** are involved in performing carriage for **you** under one **ticket**, or under a **conjunction ticket**, **we** will regard the carriage as a single operation for the purposes of the **convention**. However, please read Clause 15.g.1.

15. Liability for damage

a. These conditions of carriage govern our liability to you.

b. The conditions of carriage of other carriers govern their liability to you.

The **conditions of carriage** of each other **carrier** involved in **your** journey govern its liability to **you**. Other carriers may have lower limits of liability.

c. International carriage is governed by the convention as modified by this clause

The liability rules of the **convention**, as varied by the rest of this clause 15, will apply to International carriage, as defined in the **convention**.

d. Our liability for the death, wounding or other bodily injury of passengers

1. **Our** liability for proved damages sustained in the event of death, wounding or other bodily injury by a **passenger** in the event of an accident shall not be subject to any financial limit.

2. For any damage up to the sum of the equivalent of 100 000 **SDRs**, **we** shall not exclude or limit **our** liability.
3. Notwithstanding the provisions of Clause 15.d.2, if **we** prove that the **damage** was caused by, or contributed to by, the negligence or other wrongful acts or omissions of the injured or deceased **passenger** or the person claiming compensation, **we** may be exonerated wholly or partly from **our** liability in accordance with applicable law.
4. To the extent that damages under this Clause 15.d. may potentially exceed 100,000 **SDR's**, they will be reduced accordingly if **we** prove that the **damage** was not due to the negligence or other wrongful act or omission of **us** or our **agents** or that the **damage** was solely due to the negligence or other wrongful act or omission of a third party.
5. **We** shall, without delay and in any event not later than 15 (fifteen) **days** after the identity of the natural person entitled to compensation has been established, make such advance payments as may be required to meet immediate economic needs on the basis proportionate to the hardships suffered.
6. Without prejudice to Clause 15.d.5, an advance payment shall not be less than the equivalent of 16 000 **SDRs** per **passenger** in the event of death.
7. An advance payment shall not constitute recognition of **our** liability.
8. An advance payment may be offset against any subsequent sums paid on the basis of **our** liability.
9. An advance payment is not returnable, except in the cases described in Clause 15.d.3, or in circumstances where it is subsequently proved that the person who received the advance payment was not the person entitled to compensation.
10. **We** are not responsible for any illness, injury or disability, including death, attributable to **your** physical condition or for the aggravation of such condition.

e. Our liability for damage to baggage

1. **We** are not liable for **damage** to **unchecked baggage** (other than **damage** caused by delay, which is governed by Clause 15.e.4 below) unless the **damage** was caused by **our** gross negligence or the gross negligence of **our agents**.
2. In respect of International carriage (i.e. flights which do not constitute Domestic Carriage) **our** liability for **damage** to **your baggage** including **damage** caused by delay, is limited by the **convention** to 1,000 **SDR's** except where **you** prove that the **damage** resulted from an act or omission by **us** or our agents carried out either:
 - with the intention of causing **damage**; or

- recklessly and with the knowledge that **damage** would probably result and **you** prove that **our** employees or agents responsible for the act or omission were acting within the scope of their employment.
3. For Domestic carriage (carriage wholly within the Republic of South Africa), the following limits will apply:
 - 17 **SDRs** (US\$20) for each kilo of **your checked baggage**; and
 - 332 **SDRs** (US\$400) for all **your unchecked baggage**.

If the weight of **your checked baggage** is not recorded on the **baggage check**, **we** will presume that it is not more than the free **baggage** allowance for the class of carriage concerned.

4. **We** are not liable for **damage** to **baggage** caused by delay if **we** prove that **we** or **our** agents took all reasonable measures to avoid the **damage** or that it was impossible for **us** or **our** agents to take such measures.
5. **We** are not liable for any **damage** caused by **your baggage**.
6. **You** are responsible for any **damage** caused by **your baggage** to other people and property, including **our** property.
7. **We** are not liable in any way whatever for **damage** to items which **you** include in **your checked baggage** although **you** are forbidden from including them under clauses 8c, 8d or 8f, or in the case of permitted firearms **you** have not complied with the conditions for including them under clause 8d. These items include fragile or perishable items, items with a special value, such as money, jewellery, precious metals, computers, personal electronic devices, share certificates, bonds and other valuable documents, business documents, samples or passports and other identification documents.
8. **We** are not liable in any way whatsoever for **damage** to items which **you** include in **your unchecked baggage** although **you** are forbidden from including them under clauses 8c or 8e.

f. Our liability for damage caused by delay to passengers

For International carriage only,

1. **Our** liability for **damage** caused to a passenger by delay is limited by the **convention** to 4150 **SDR's**. For Domestic carriage, refer to Clause 9.b.
2. **We** are not liable for **damage** to **passengers** caused by delay if **we** prove that **we** and **our agents** took all reasonable measures to avoid the damage or that it was impossible for **us** or **our agents** to take such measures.

g. General

1. If **we**:
 - issue a **ticket** for **you** to be carried on another **carrier**; or

- check in **baggage** for carriage on another **carrier**;

we only do so only as agent for that **carrier**.

If **you** have a claim for **checked baggage**, **you** may make it against the first or last **carrier** or against the **carrier** performing the carriage during which the **damage** took place.

2. We are not liable for any **damage** arising from the fact that:
 - **we** have obeyed laws or Government rules and regulations; or
 - **you** have not obeyed laws or Government rules and regulations.
3. Except where these **conditions of carriage** say differently, **we** are liable to **you** only for compensatory damages which **you** are entitled to recover for proven losses and costs under the **convention**.
4. **Our** contract of carriage with **you** (including these **conditions of carriage** and exclusions or limits of liability) applies to **our authorised agents**, servants, employees and representatives in the same way as it applies to **us**. As a result, the total amount **you** can recover from **us** and **our authorised agents**, servants, employees and representatives will not be more than the total amount of **our** own liability, if any.
5. Unless **we** say otherwise, nothing in these **conditions of carriage** gives up any exclusion or limitation of liability to which **we** are entitled under the **convention** or any laws which may apply.
6. Nothing in these **conditions of carriage**:
 - prevents **us** from excluding or limiting **our** liability under the **convention** or any laws which apply; or
 - gives up any defence available to **us** under the **convention** or any laws which apply;

against any public social insurance body or any person liable to pay, or who had paid, compensation for the death, wounding or other bodily injury of a **passenger**.

16. Time limits for baggage complaints

a. Receipt by you of checked baggage without complaint, will be sufficient evidence of delivery in good condition

If the person with a **baggage check** or a **baggage identification** bag receives **checked baggage** without complaint, this will be sufficient evidence that the checked baggage has been delivered in good condition and according to the contract of carriage, unless **you** prove otherwise.

b. Complaints about damage to checked baggage must be made in writing within 7 (seven) days of receipt of the baggage

If **your checked baggage** is damaged, **you** must complain in writing to **us** immediately **you** discover the **damage** and at the latest, within 7 (seven) days from the date **you** received the **checked baggage**.

c. Complaints about delay to checked baggage must be made in writing within 21 (twenty one) days of the baggage being made available to you

If **your checked baggage** is delayed, **you** must complain in writing to **us** within 21 (twenty one) days at the latest of the **checked baggage** being made available to **you**.

17. Action for damages must be brought within two years

You will have no right to damages if an action is not brought within 2 (two) years calculated from:

- the date of arrival at the place of destination;
- the date on which the aircraft ought to have arrived; or
- the date on which the carriage stopped.

The method of calculating the period of limitation will be determined by the law of the court where the case is heard

18. Passengers with a disability

a. General and Reservation

1. If **you** are a **passenger** with a disability and **you** require any special assistance, **you** should inform **us** at the time of booking of **your** special needs.
2. If **you** are a **passenger** with a disability, **we** will carry **you** where arrangements have been made to provide for **your** special needs. If **you** do not inform **us** at the time of the booking of **your** special needs, **we** will nevertheless use reasonable efforts to accommodate **your** special needs.

b. Seating

All rules of seating in Clause 5.e apply to seating **passengers** with a disability. In addition, if **you** are a **passenger** with a disability which causes **you** to need a bulkhead seat, such as a disability which causes **you** to be accompanied by an assistance dog in the cabin in accordance with Clause 8.i, and **you** request a bulkhead seat, it will be provided to **you** if it is not already assigned to another **passenger** with a disability.

c. Travel with an attendant

We may require that **you** travel with an attendant if it is essential for safety or **you** are unable to assist in **your** own evacuation from the aircraft or **you** are unable to understand safety instructions.

d. **Baggage**

1. There is no charge for transporting any assistive device, such as a wheelchair or a cane, and such assistive devices will not be counted towards **your** free **baggage** allowance.
2. On flights where medical oxygen is permitted, **you** will be charged for the service of medical oxygen (and **you** will be required to be accompanied by an attendant).

e. **Stretchers**

We reserve the right to cease accepting **passengers** who must travel on a stretcher in any flight.

19. Our regulations

When **we** carry **you** or **your baggage** **you** must obey our regulations. These concern, among other things:

- unaccompanied children
- **passengers** with limited liability;
- pregnant women and sick **passengers**;
- carrying animals;
- restrictions on using electronic devices on board the aircraft;
- smoking and drinking alcohol on board the aircraft;
- forbidden items in **baggage**; and
- limits on the measurement, size and weight of **baggage**.

20. Qualification and waiver

None of **our authorised agents**, servants, employees or representatives has authority to alter, modify or waive any provisions of these **conditions of carriage**.