

SERENE AIR PRIVATE LIMITED



CONDITIONS OF CARRIAGE

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INTRODUCTION

When a Passenger buys a Ticket to travel on a flight Serene Air Private Limited (ER) operates, he/she enters into a Contract of Carriage with ER. That contract gives a Passenger the right to be carried on a flight or series of flights and its terms are governed by

- **The terms and conditions of contract of the Ticket ;**
- **These Conditions of Carriage; Application tariffs; and**
- **Carrier's Regulations.**

ER assumes that the above referenced terms are read, understood and agreed by the Passenger when he makes a reservation or buys a Ticket for travel. This document describes these Conditions of Carriage.

ER reserves the right to amend or alter these conditions at any time. For a current copy of this document, always refer to ER website

www.sereneair.com or ER's sales office.

ARTICLE 1: DEFINITIONS

We, –us, –our, –ER -, – - - Means Serene Air Private Limited

You, –your, –yourself Means any person (whether adult, child or infant) holding a Ticket to be carried in an aircraft, except members of the crew. See also the definition of “Passenger”.

Airline Designator Code Means the two or three letters numerical which identify individual airlines in Tickets, timetables, reservation systems and elsewhere.

“Article” Means an article of these Conditions of Carriage.

Applicable Law Means the Carriage by Air Act, 2012 of Pakistan these Conditions of Carriage and other applicable rules and regulations.

Authorized Agent Means a Passenger sales agent (which can include another airline) we have appointed to represent us in the sale of carriage on our services.

Baggage: Means such articles, effects and other personal property of a Passenger as are necessary or appropriate for his or her wear, use, comfort or convenience in connection with the trip. Unless otherwise specified, it includes both Checked and unchecked Baggage of the Passenger.

Baggage Check Means those portions of the Ticket or identification stub which relate to the carriage of the passenger’s Checked Baggage.

Baggage Identification Tag Means a document issued by Carrier Solely for identification of Checked Baggage.

Boarding Pass Means the document (in paper or electronic form) that is issued to you as evidence that you have checked in for a flight.

Carrier Means Serene Air Private Limited

Carrier’s Regulations Means rules, other than these Conditions of Carriage, and in effect on date of Ticket issue, governing carriage of passengers and/or Baggage and shall include applicable tariffs in force as may be issued by the Carrier.

Checked Baggage: Means Baggage of which Carrier takes sole custody and for which Carrier has issued a Baggage Check.

Check-in time: Means the time specified by us by which you must have completed check in and received your Boarding Pass.

Child: Means a person who has reached his/her second birthday but not his/her 12th birthday as of the date of commencement of travel

Conjunction Ticket: Means a Ticket issued by us or our authorized Agent in conjunction with another Ticket which together constitute a single contract of Carriage.

Conditions of Carriage/Conditions: Means the contract of carriage between the Carrier and the Passenger according to the conditions provided herein and the key conditions of carriage set out in the Ticket.

Damage: Means death or bodily injury suffered by a Passenger caused by an accident on board an aircraft or in course of embarking or dis-embarking. It also Means damage or loss to the Checked Baggage in the carriage by air. Additionally, it also means damage occasioned by delay in the carriage by air of Passengers or Baggage.

Days: Means calendar days, including all seven days of the week; provided that, for the Purpose of notification, the day upon which notice is dispatched shall not be counted; for purposes of determining duration of validity the day on which the Ticket is issued or the first leg of the flight commenced, shall be counted

Electronic Ticket: (e-Ticket) : Means the electronic entries within our reservations database recording the carriage you have booked for which we or our Authorized Agent have issued a Ticket Receipt/Itinerary.

Flight Coupon: Means a part of the Ticket that indicates the departure and arrival points of a single journey or each leg of a journey or the sequence of travel in e- Ticket.

Force Majeure: Means extraordinary circumstances which could not have been avoided despite reasonable case and which can excuse the affected party from performing its obligations.

Infant: Means a person who has not reached his/her second birthday as of the date of commencement of travel

IATA: Means the International Air Transport Association.

ICAO: Means the International Civil Aviation Organization.

Immediate Family: Means your spouse, your children (including adopted children), your parents, your brothers and sisters, your grandparents, your grandchildren, your parents-in-law, your brothers and sisters-in-law and your sons and daughters-in-law.

Montreal Convention Means: the Convention for the Unification of the Certain Rules for International Carriage by Air signed at Montreal on the 28th May 1999.

National Currency Equivalent Means the equivalent value of the local currency of the country in which the compensation is to be paid or in which judgment is to be made.

Passenger Means any person, except members of the crew, entitled by a Ticket to be carried on an aircraft.

Passenger Coupon or Passenger Receipt Means that portion of the Ticket issued by or on behalf of Carrier, which is so marked as a part of your Ticket.

ER: Means Serene Air Private Limited.

SDR Means Special Drawing Right, the composite unit of currency that is a basket of currencies comprising the Euro, Japanese Yen, Pound Sterling and US Dollar and which is used as the official unit of exchange of the International Monetary Fund.

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

Tariff Means fares for carriage, charges and related Conditions of Carriage and Ticket restrictions (whether published or otherwise available) filed, where required with a relevant governmental authority.

Ticket Means the paper document entitled „Passenger Ticket and Baggage Check“ issued by us or our Authorized Agent of Carrier and includes with all accompanying coupons or, alternatively an Electronic Ticket, with all the printed conditions.

Unchecked Baggage Means any Baggage of the Passenger, other than Checked Baggage which is carried by you aboard the aircraft.

Warsaw Convention Means any of the following international instruments of law which apply to your carriage:

- The convention for the unification of certain rules relating to international carriage by air, signed at Warsaw, 12 October 1929;
- The Warsaw Convention as amended at the Hague on 28 September 1955;
- The Guadalajara Supplementary Convention (1961).

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 as amended by additional Protocol no. 4 of Montreal (1975);

Website Means our internet website with the address www.sereneair.com

ARTICLE 2: APPLICABILITY

2.1.1 These Conditions of Carriage form part of the contract with the Passenger and apply to all carriage by air of passengers and Baggage, performed by us for reward, unless Article 2.3 says otherwise.

2.1.2 These Conditions may be modified or changed by us and shown on our website.

2.2. Charters

If carriage is performed pursuant to a charter agreement, these Conditions apply only to the extent they are incorporated by reference by the terms of the charter agreement.

2.3. Overriding Law

To the extent that any provision contained or referred to in these Conditions of Carriage is contrary to anything contained in the Tariff or Applicable Law the Tariff or the Applicable Law shall apply. The invalidity of any provision shall not affect the validity of any other provision of these Conditions.

2.4. Conditions Prevail Over Regulations

If these conditions are inconsistent with any of our Regulations, these Conditions will apply.

2.5 Travel insurance.

Because travel involves many risks and our liability is limited as a Contract Carrier, you may choose to purchase travel insurance covering things, like lost Ticket, personal injury, delay, damages or lost Baggage or loss of valuable items carried in the Baggage, or other damage.

ARTICLE 3: TICKETS

3.1.1. The Ticket constitutes prima facie evidence of the contract of carriage between Carrier and the Passenger named on the Ticket.

3.1.2 We will provide carriage only to persons who possess a valid Ticket (which includes the Flight Coupon for that flight, unused Flight Coupons for subsequent flights recorded in the Ticket , and the Passenger Coupon), provided that, for each Passenger, such person is named as the Passenger in the Ticket and he or she produces for international travel valid passport which, in the case of an Electronic Ticket, must bear a serial number that matches the number specified in the e-Ticket Receipt/Itinerary.

3.1.3. In the case of an Electronic Ticket, you are required to bring your e Ticket Receipt/Itinerary or Passenger Receipt, and your photo ID card with you to the airport as it may be necessary for you to present it to us and to airport immigration and security personnel.

3.1.4. In case the Electronic Ticket is purchased online via Credit/Debit Cards, The Credit Card and/or Debit Card used to purchase carriage will have to be produced at the time of check-in. If person whose name appears on the Credit/Debit Card is not the passenger travelling, then the passenger should possess the following:

(i) A photocopy of both sides of the Credit Card and/or Debit Card, which will have to be self-attested/signed by the Credit Card and/or Debit Card holder, authorizing the use of the Credit Card and/or Debit Card for the purchase of the carriage by air. For security reasons, please strike out the Credit Valid Verification (CVV) number on the copy of your Credit Card and/or Debit Card.

(ii) This photocopy should also contain the name of the passenger travelling, the date of journey and the sector on which the journey is made and should have attached true copy of CNIC or a copy of the Passport of the person in whose name the Credit Card and/or Debit Card used for purchase exists. The Passenger(s) must also produce a copy of their own CNIC and/or Passport which must be signed by the Credit Card and/or Debit Card holder.

(iii) The above document MUST be produced at the time of check-in. If the passenger fails to comply with any of the Terms and Conditions including specifically those set out here at article 13(i) and (ii), ER- reserves the right to deny the passenger(s) from boarding.

3.1.5. You will not be entitled to be carried on a flight if the Ticket presented is mutilated, spoiled or tampered with, or if it has been altered otherwise than by us or our Authorized Agent. For replacement of a lost or damaged Ticket see Article 3.4.

3.1.6. As per applicable law & regulations, an e-Ticket Receipt/Itinerary is deemed to serve as a Passenger Ticket and a Baggage check/document of carriage.

3.1.7 You cannot transfer your Ticket to another person. See Article 3.2 for situations relating to non-use of your Ticket.

3.1.8 Ticket is and remains at all times our property if issued by us or our Authorized Agent. If the Ticket has been issued by, or on behalf of, another airline, it is and remains the property of that airline.

3.1.9. Ticket non-Refundable

Certain Tickets which are sold at reduced rates to public may be partially or totally non-refundable. It is up to the Passenger to ascertain whether a Ticket is in whole or in part refundable.

A Ticket is valid for carriage for one year from the date of issue except as otherwise provided in the Ticket and these Conditions.

3.2.1 Extension of Validity.

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

3.2.1.1. (a) cancels the flight on which the Passenger holds a reservation; or

3.2.1.1. (b) omits a scheduled stop, being the passenger's place of departure, place of

destination or a stopover; or

3.2.1.1 (c) fails to operate a flight reasonably according to schedule; or

3.2.1.1. (d) substitutes a different class of service; or

3.2.1.1. (e) is unable to provide previously confirmed space;

The validity of passenger's Ticket will be extended until Carrier's first flight on which space is available in the class of service for which the fare has been paid.

3.2.1.2 When a Passenger holding a Ticket is prevented from travelling within the period of validity of the Ticket because at the time such Passenger requests reservations Carrier is unable to provide space on the flight, the validity of such passenger's Ticket will be extended until space is available.

3.2.1.3 When a Passenger after having commenced his or her journey is prevented from travelling within the period of validity of the Ticket by reason of illness, Carrier will extend the period of validity of such passenger's Ticket until the date when the Passenger becomes fit to travel according to a medical certificate and until Carrier's first flight after such date from the point where the journey is resumed on which space is available in the class of service for which the fare has been paid. When the flight coupons remaining in the Ticket involve one or more stopovers, the validity of such Ticket, will be extended for not more than three months from the date shown on such certificate.

3.2.1.4 In the event of death of a Passenger en route, the Tickets of the persons accompanying the Passenger may be modified by waiving the minimum stay or extending the validity. In the event of death in the immediate family of a Passenger who has commenced travel, the passenger's Ticket and those of his or her immediate family accompanying the Passenger may be likewise modified. Any such modification shall be made upon receipt of a proper death certificate and any extension of validity shall be for a period no longer than 45 days from the date of the death, unless otherwise stated on the ticket.

3.3 Sequence of Flight Coupon use

3.3.1 Your Ticket is valid only for the carriage recorded on the Ticket, from the place of departure via any Stopover(s) to the final place of destination. Your Ticket will lose its validity and will not be honored by us if all of the Flight Coupons are not used in the sequence stated in the Ticket.

3.4 Replacement of Ticket

3.4.1 At your request, and if you comply with the requirements of Article 3.4.2, we will replace your Ticket if all or part of it is lost or damaged and cannot be presented for

carriage, provided there is adequate evidence, readily ascertainable at the time, that a Ticket valid for the flight(s) in question had been duly issued by us or our Authorized Agent.

3.4.2 Before any Ticket will be replaced by reason of Article 3.4.1, you will sign an indemnity bond along with the bank draft of the value against which the replaced Ticket will be issued by us. Once the carrier determines the lost Ticket is not used before its expiry of its validity, the bank draft will be returned to you or else it will be en-cashed.

ARTICLE 4: STOPOVERS, NAME AND ADDRESS OF ER-

4.1. Stopovers may be permitted at agreed stopping places subject to government requirements and local restrictions.

4.2. Our name may be abbreviated to the “ER-”, Airline Designated Code in the Ticket and elsewhere. Our Head Office address is Serene Air Pvt Ltd, Moiz Centre, F-7/Markaz, Islamabad , and Pakistan

ARTICLE 5: FARES AND CHARGES

5.1. General

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

5.2. Applicable Fares

Applicable fares are those published by or on behalf of Carrier. Subject to government requirements, the applicable fare is the fare for the flight or flights in effect on the date of commencement of the carriage covered by the first flight coupon of the Ticket, or in the case of an electronic Ticket, as indicated for the first flight segment in the itinerary/receipt. When the amount that has been collected is not the applicable fare the difference shall be paid by the Passenger or, as the case may be, refunded by Carrier.

5.3 Routing

Unless otherwise provided, fares apply only to routings published in connection therewith. If there is more than one routing at the same fare, the Passenger may specify the routing prior to issue of the Ticket. If no routing is specified, Carrier may determine the routing.

5.4. Taxes and Charges

Any tax or charge imposed by government or other authority, or by the operator of an airport, in respect of a Passenger or the use by a Passenger of any services or facilities will be in addition to the published fares and charges and shall be payable by the Passenger, even if imposed after purchase of the Ticket. If Ticket has been purchased from an Authorized Agent and insufficient amount has been paid, you must pay the relevant amount at the airport. In addition, significant increase in the operational cost (for example fuel charges) as may be determined by us may be added to the published fare.

5.5. Currency

Fares and charges are payable in any currency acceptable to Carrier. When payments are made in a currency other than the currency in which the fare is published, such payment will be made at the rate of exchange as published.

ARTICLE 6: RESERVATIONS

6.1 Reservation Requirements

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

6.1.2. Certain fares may have conditions which limit or exclude the Passenger's right to change or cancel reservations.

6.2 Ticketing Time Limits

If a Passenger has not paid for his or her Ticket (or made credit arrangements with Carrier) prior to the specified ticketing time limit, Carrier may cancel the reservation at its sole discretion without any notice to the Passenger.

6.3. Personal Data

The Passenger recognizes that personal data has been given to Carrier for the purposes of making a reservation for carriage and for obtaining ancillary services. For these purposes the Passenger authorizes Carrier to retain such data and to transmit it to its own offices, other carriers or the providers of such services, in whatever country they may be located.

6.4. Seating

Carrier does not guarantee to provide any particular seat in the aircraft and the Passenger agrees to accept any seat that may be allotted on the flight in the class of service for which the Ticket has been issued.

6.5. Service Charge When Space Not Occupied

A service charge, on domestic and international Ticket shall be payable by a Passenger who fails to use space for which a reservation has been made as given below:

6.5.1 Domestic Ticket (unless otherwise specified on the Ticket)

6.5.1.1 for cancellation between 6 and 24 hours before the scheduled departure of the flight: 1000

6.5.1.2 for cancellation within 6 hours or after the scheduled departure of the flight : 1300

6.5.2. International Ticket (unless otherwise specified on the Ticket)

6.5.2.1 Not applicable.

6.5.2.2 1 Not applicable.

6.6. Reconfirmation of Reservations

Onward or return reservations may be subject to the requirement to reconfirm the reservation. You are advised to check your flight status. Failure to comply with any such requirement may result in cancellation of any onward or return reservations.

6.7. Cancellation of onward Reservations made by Carrier

If a Passenger does not use a reservation and fails to advise Carrier first, Carrier may cancel any onward or return reservations.

ARTICLE 7: CHECK-IN

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

7.2 You are required to bring your photo ID card or original CNIC or passport with you as it is necessary to present to us at the time of check-in and boarding to ascertain your identity.

ARTICLE 8: REFUSAL OF AND LIMITATION ON CARRIAGE

8. Right to Refuse Carriage

8.1 Carrier may, without any liability, refuse carriage of any Passenger or Passenger's Baggage for reasons of safety or if, in the exercise of its reasonable discretion, Carrier determines that:

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

8.1.2 The conduct, age or mental or physical state of the Passenger is such as to:

8.1.2.1 Require special assistance of Carrier; or

8.1.2.2 Cause discomfort or make himself or herself objectionable to other passengers; or

8.1.2.3 Involve any hazard or risk to himself or herself or to other persons or to property; or

8.1.3. Such action is necessary because the Passenger has failed to observe the instructions of Carrier; or

8.1.4 The Passenger has refused to submit to a security check; or

8.1.5 the applicable fare or any charges or taxes payable have not been paid, or credit arrangements agreed between Carrier and the Passenger (or the person paying for the Ticket) have not been complied with: or

8.1.6 The Passenger does not appear to be properly documented; or

8.1.7 The Ticket presented by the passenger:

8.1.7.1 Has been acquired unlawfully or has been purchased from any entity other than the issuing Carrier or its Authorized Agent; or

8.1.7.2 Has been reported as being lost or stolen; or

8.1.7.3 Is a counterfeit Ticket; or

8.1.7.4 Any flight coupon has been altered by anyone other than Carrier or its Authorized Agent, or has been mutilated; or

8.1.7.5 The person presenting the Ticket does not have a valid passport or visa or cannot prove that he or she is the person named in the Ticket and has no documentary proof; or

8.1.7.6 The Passenger uses abusive, threatening or indecent language to any Passenger or any other person including the staff of ER- or behaves in a rowdy manner or appears intoxicated or medically unfit; (in such an event ER- may refuse to refund the Ticket) or

8.1.7.7 The Passenger is in possession of dangerous items or unlawful drugs; or

8.1.7.8 The Passenger is not medically fit for the journey; or

8.1.7.9 The Passenger has committed an offence during check in or during embarkation or on board the aircraft before takeoff.

8.1.7.10 The passenger is likely to violate visa deadline of the foreign destination or other travel restriction.

8.1.8: No Claim regarding denied boarding will be entertained in case of any of the conditions above are met.

8.2. Carriage of Pregnant passengers and newborn Children.

8.2.1 In case of pregnancy, medical guidance must be obtained by the Passenger from a qualified doctor before making reservation. In case of normal health and no complication ER- shall carry her without medical certificate clearance up to and including 24th week of pregnancy. ER-, may, however, require the passenger to show some evidence that the pregnancy has not gone beyond 24 weeks.

8.2.2 From 25th week up to 28th week of pregnancy, passenger's acceptance by ER- shall be subject to a medical certificate from a qualified doctor stating her due date and confirming that her pregnancy is uncomplicated. The medical certificate should also advise ER- of the latest date up to which the Passenger is expected to be fit to travel. No Passenger after 28th week of pregnancy will be accepted for travel. Expectant mothers with multiple or complicated pregnancies before the 28th weeks, may travel upon an approved doctor's medical certificate.

8.2.3 It is the responsibility of the Passenger to check if Articles 8.2.1 and 8.2.2 apply to her. If she fails to comply with its requirements or she provides incorrect information about her and subsequently requires in-flight medical assistance, or her flight is diverted so that she may receive medical assistance in connection with her pregnancy, she is liable to reimburse any cost that ER- incurs.

8.2.4 Carriage of newly born infants will not generally be permitted until 7 days after delivery. Please ask ER- for further information.

ARTICLE 9: BAGGAGE

9.1. Items unacceptable as Baggage

9.1.1. The Passenger shall not include in his or her Checked or unchecked Baggage:

9.1.1.1 Items which do not constitute Baggage as defined in Article 1 hereof; or

9.1.1.2 Items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the Dangerous Goods Regulations of the International Civil Aviation Organization (ICAO) and the International Air Transport Association (IATA), and in Carrier's Regulations. (further information is available from Carrier on request); in particular, oxidizing material, pressure pack cans, radioactive materials, flammable liquids, poisons and infectious substances, explosives and firearms, corrosives, flammable solids, miscellaneous dangerous goods, compressed gases and fireworks; or

9.1.1.3 Items the carriage of which is prohibited under any law, regulation or order of any state to be flown from, to or over; or

9.1.1.4 Items which in the opinion of Carrier are unsuitable for carriage by reason of their weight, size or character, such as fragile or perishable items; or

9.1.1.5 Live animals, except as provided for in Article 9.10.

9.1.2 Firearms and ammunition other than for hunting and sporting purposes are prohibited from carriage as Baggage. Firearms and ammunition for hunting and sporting purposes may be accepted as Checked Baggage in accordance with applicable rules/instructions of the government. Firearms must be unloaded with the safety catch on, and suitably packed. Carriage of ammunition is subject to ICAO and IATA Dangerous Goods Regulations.

9.1.3. **The Passenger shall not include in Checked Baggage fragile or perishable items, money, jewellery, precious metals, silverware, cell phones or cameras or lap top or electronics, work of art, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples.**

9.1.4. Weapons such as antique firearms, swords, knives and similar if otherwise licensed/permissible items may be accepted as Checked Baggage, but will not be permitted in the cabin. Replicas of weapons are also prohibited in the cabin.

9.1.5. If any items referred to in 9.1.1 or 9.1.2 are carried, whether or not they are prohibited from carriage as Baggage, the carriage thereof shall be subject to the charges, limitations of liability and other provisions of these Conditions applicable to

the carriage of Baggage.

9.2 Right to Refuse Carriage

- 9.2.1. Carrier may refuse carriage as Baggage of such items described in 9.1 of this Article as are prohibited from carriage as Baggage and may refuse further carriage of any such items on discovery thereof.
- 9.2.2. Carrier may refuse to carry as Baggage any item because of its size, shape, weight or character.
- 9.2.3. Unless advance arrangements for its carriage have been made with Carrier, Carrier may carry on later flights Baggage which is in excess of the applicable free allowance.
- 9.2.4. Carrier may refuse to accept Baggage as Checked Baggage unless it is properly packed in suitcases or other suitable containers to ensure safe carriage with ordinary care in handling. See also Article 9.4.

9.3. Right of Search

For reasons of safety and security, Carrier may request the Passenger to permit a search to be made of his or her person and his or her Baggage, and may search or have searched the passenger's Baggage in his or her absence if the Passenger is not available, for the purpose of determining whether his or her Baggage contains any item prohibited in Article 9.1.1 or any arms or munitions which have not been presented to Carrier in accordance with Article 9.1.2. Above. If the Passenger is unwilling to comply with such request Carrier may refuse to carry the Passenger or Baggage.

9.4. Checked Baggage

- 9.4.1 Upon delivery to Carrier of Baggage to be Checked, Carrier shall take custody thereof and issue a Baggage identification tag for each piece of Checked Baggage.
- 9.4.2 If Baggage has no name, initials or other personal identification, the Passenger shall affix such identification in a fastened tag or a secure sticker to the Baggage prior to acceptance. The Passenger is to ensure that the Checked Baggage is sufficiently robust and well secured to sustain the vigor of air carriage.
- 9.4.3 Checked Baggage will normally be carried on the same aircraft as the Passenger, unless Carrier decides that this is impracticable, for its weight or size or for operational reasons, in which case Carrier will carry the Checked Baggage on Carrier's next flight on which space is available.
- 9.4.4 Baggage improperly packed will be tagged "LR" and will be carried subject to the

conditions written on the LR tag.

9.5. Free Baggage Allowance

Passengers may carry free of charge Baggage as specified and subject to the conditions and limitation as specified in the Ticket or elsewhere.

9.6. Excess Baggage

The Passenger shall pay a charge for the carriage of Baggage in excess of the free Baggage allowance at the rate and in the manner as laid down by Carrier or as provided in the Ticket. Excess Baggage will be carried in the same aircraft subject to availability of space.

9.7. Excess Value Declaration and Insurance

If a Passenger declares a value for Checked Baggage in excess of the applicable liability limits, the Passenger must have it fully insured under his own arrangement. Liability of Carrier remains restricted to the limits printed on the Ticket or as provided herein. See also Article 2.5.

9.8. Unchecked Baggage

9.8.1 Baggage which the Passenger carries on to the aircraft must fit under the seat in front of the Passenger or in an enclosed storage compartment in the cabin. Items determined by Carrier to be of excessive weight or size will not be permitted in the cabin.

9.8.2 Objects not suitable for transport in the cargo compartment (such as delicate musical instruments and the like) will only be accepted for Transportation in the cabin compartment if due notice has been given in advance and permission granted by Carrier. The transport of such objects may be charged for separately.

9.8.3 For security and safety reasons, only one piece of hand Baggage which must not be larger than 22x18x10= 45 inches (56x45x25cms) and weighing not more than 7 kilos will be allowed in the cabin.

9.8.4. If you have highly valuable items, a musical instrument or diplomatic bag which you wish to carry as unchecked Baggage with you but it exceeds our size or weight limitation, you must purchase an extra seat (subject to availability) for keeping such item next to you. We will not carry as unchecked Baggage any item which exceeds on size or weight limitations. Alternatively it may be placed with other Checked Baggage with an "LR" tag which may not guarantee its safe delivery, since it will be unsecured and will also be subject to extra charge.

9.8.5 Should the unchecked baggage be lost and/or damaged while in custody of the passenger, ER- shall take no responsibility for the same.

9.9. Collection and Delivery of Baggage

- 9.9.1 The Passenger shall collect his or her Baggage as soon as it is available for collection at places of destination or stopover.
- 9.9.2 Only the bearer of the Baggage Check and identification tag, delivered to the Passenger at the time the Baggage was checked, is entitled to delivery of the Baggage identified by other satisfactory Means.
- 9.9.3 If a person claiming the Baggage is unable to produce the Baggage Check and identify the Baggage. Carrier will deliver the Baggage to such person only on condition that he or she establishes to Carrier's satisfaction his or her right thereto, and if required by Carrier, such person shall furnish adequate security to indemnify Carrier for any loss, damage or expense which may be incurred by Carrier as a result of such delivery.
- 9.9.4. Acceptance of Baggage by the bearer of the Baggage Check without complaint at the time of delivery is prima facie evidence that the Baggage has been delivered in good condition and in accordance with the Conditions of Carriage and no complaints will be entertained later.

9.10. Animals

- 9.10.1. Animals such as dogs, cats, household birds and other pets, when properly crated and accompanied by valid health and vaccination certificates, entry Permits, and other documents required by countries of entry or transit will, with the advance agreement of Carrier, be accepted for carriage.
- 9.10.2. If accepted as Baggage, the animal together with its container and food carried, shall not be included in the free Baggage allowance of the Passenger but constitute excess Baggage, for which the Passenger shall pay the applicable rate.
- 9.10.3. Guide dogs accompanying sight/hearing impaired passengers together with containers and food, will be carried free of charge in addition to the normal free Baggage allowance.
- 9.10.4. Acceptance for carriage of animals is subject to the condition that the Passenger assumes full responsibility for such animal. Carrier shall not be liable for injury to or loss, delay, sickness or death of such animal.

ARTICLE: 10 SCHEDULES, DENIED BOARDING, CANCELLATION AND DELAY ETC.

10.1 Schedules

Carrier undertakes to use its best efforts to carry the Passenger and his or her Baggage with reasonable dispatch and to adhere to published schedules in effect on the date of travel. However, flight times and flight durations are not guaranteed and do not form part of contract as per Conditions of Carriage. Schedules are subject to change without notice. We assume no responsibility for making connection.

10.1.1. **Contact Information**

We may need to change the departure time of your flight time and/or the departure or destination airport after your Ticket has been issued. It is your responsibility to give us and our Authorized Agent (if the Ticket has been purchased from the Agent) contact information, (telephone or mobile/cell number) both local and of destination so that we or that Authorized Agent can try to notify you of any change. If the change is not acceptable to you and we are unable to reserve space for you on an alternate flight which is acceptable to you, you will be entitled to full refund of the Ticket. Apart from this we will have no liability to you for any loss or expense whatsoever.

10.1.2. It is your duty to provide your contact number while purchasing a Ticket.

If no valid telephone or mobile/cell number is provided by you and recorded in the e-Ticket where you can be easily contacted, we may not be able to inform you of any change and will therefore we will not be liable for any damage or consequence of your missing the flight resulting from your own omission.

10.2. **DENIED BOARDING:**

10.2.1 When there are too many passengers for the seats available, the airline (ER-) shall first ask for volunteers to give up their seats in return for agreed benefits. These must include the choice of either refund of the Ticket (with a free flight back to the passenger's initial point of departure, when relevant), or alternative transport to the passenger's final destination.

10.2.2. If the Passenger is not a volunteer, the airline shall pay a compensation equivalent to 50% of the face value of the Ticket excluding Government and Airport Taxes.

10.2.3 The airline shall also give the passenger:

10.2.3.1 A choice of either a refund of the Ticket (with a free flight back to his initial point of departure, when relevant) or alternative transport to his final destination, and

10.2.3.2 Meals and refreshments, hotel accommodation when necessary (including transfers) and communication facilities.

10.2.4. In case of a denied boarding, the Passenger shall be entitled to be compensated and to receive full assistance and in addition, the airline has to foresee alternate transport or re-routing to the final destination at the earliest convenience and subject to availability; or offer a reimbursement of the full cost of the Ticket segments that were not used. This applies provided the Passenger checks-in on time for any flight including non- scheduled and charter flights.

10.3 CANCELLATION:

10.3.1 Whenever a passenger's flight is cancelled, the airline (ER-) will give him:

10.3.1 A choice of either a refund of his Ticket (with a free flight back to his initial point of departure, when relevant) or alternative transport to his final destination; and

10.3.1.2 Meals and refreshments, hotel accommodation when necessary (Including transfers) and communication facilities.

10.3.1.3 The airline may also have to compensate the Passenger at the same level as for denied boarding, unless it gives him sufficient advance notice. The passengers shall be informed about alternate transport.

10.3.2. Refunds may be in cash, by bank transfer, or with the passengers signed agreement, travel vouchers, and shall be paid as soon as practicable.

10.3.3. Passengers not getting these facilities may complain to the Head Office of ER - .

10.3.4 With regard to financial compensation to be paid for delays, the amount of the Ticket will be refunded if the stranded Passenger does not wish to continue his journey facing a delay for over 5 hours. He shall be entitled to cancel the flight on his own initiative and claim refund of the Ticket not used. However, when financial compensation is to be paid in case of cancellations, airline can in some cases invoke force-majeure and be exempted, but will be obliged to inform passengers about the nature of cancellation. This statement of the airline about the reasons of cancellation could subsequently be used in a court proceedings, which will decide whether the air carrier put all possible measures in place to avoid this situation from happening.

10.4. LONG DELAYS:

10.4.1 The airline (ER-) shall provide immediate assistance if the Passenger has Checked in on time from a Pakistani airport for any flight including non- scheduled/ charter flight, or for any flight to a Pakistani airport when operated by a Pakistani operator from outside Pakistan, and if the airline expects a delay:

10.4.1.1 of 2 hours or more, for flights of 1500 km or less;

10.4.1.2 of 3 hours or more, for longer flights within Pakistan, and for other flights, and for other flights between 1500 and 3500 km.

10.4.1.3 of 4 hours or more for flights over 3500 km outside Pakistan, the airline will serve meals and refreshments, hotel accommodation when necessary (including transfers) and communication facilities.

10.4.1.4 When the delay is 5 hours or more, the airline shall also offer to refund the passenger's Ticket (with a free flight back to his initial point of departure, when relevant).

(Articles 10.2 to 10.4 are based on ANO 001-ATCP-1.0 dated 31-08-2010)

10.5. The above are the facilities that we shall provide to you in the given situations.

10.6. Apart from the rights available in Article 10.2, the airline shall have no liability to the passenger for any loss or expenditure for denied boarding. However, for Damages, Articles 15 to 20 apply.

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

10.8 (ER-) assumes no liability in case the delay is caused due to a technical fault which is reasonably beyond the control of (ER-).

ARTICLE 11: REFUNDS

11.1 On failure by Carrier to provide carriage in accordance with the contract of carriage, or where a Passenger requests a voluntary change of his or her arrangements, refund for an unused Ticket or portion thereof shall be processed at the place of issuance of the Ticket.

11.2. Person to whom Refund Will Be Made

11.2.1 Except as hereinafter provided in this Article, Carrier shall be entitled to make refund either to the person named in the Ticket, or to the person who has paid for the Ticket upon presentation of satisfactory proof.

11.2.2. If a Ticket has been paid for by a person other than the Passenger named in the Ticket

, and Carrier has indicated on the Ticket that there is a restriction on refund, Carrier shall make a refund only to the person paying for the Ticket or to that person's order. If the Ticket has been issued as non-refundable, no refund will be made.

11.2.3. Except in the case of lost Ticket, refunds will only be made on surrender to Carrier of the Passenger coupon or Passenger receipt and surrender of all unused flight coupons intact with the Ticket Cover/Jacket. This requirement will not apply where your Ticket is an Electronic Ticket.

11.2.4. A refund made to anyone presenting the Passenger Ticket and all unused flight coupons and holding himself or herself out as a person to whom refund may be made in terms of 11.2.1. or 11.2.2 shall be deemed a proper refund and shall discharge Carrier from liability and any further claim for refund.

11.3 Involuntary Refunds

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

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

or

11.3.2 if a portion of the Ticket has been used, the refund will be the higher of:

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

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

11.4. Voluntary Refunds

If the Passenger wishes a refund of his or her Ticket for reasons other than those set out in Paragraph 11.3 of this Article the amount of the refund shall be:

11.4.1. if no portion of the Ticket has been used, an amount equal to the fare paid, less any applicable service charges or cancellation fees; or

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

11.5 Refund of Lost Ticket

If a Ticket or portion thereof is lost, refund will be made on proof of loss satisfactory to Carrier and upon payment of any applicable service charge, on condition:

- 11.5.1 That the lost Ticket, or portion thereof, has not been used, previously refunded or replaced, and
- 11.5.2 That the person to whom the refund is made undertakes, in such form as may be prescribed by Carrier, to repay to Carrier the amount refunded in the event and to the extent that the lost Ticket or portion thereof is used by any person or that refund thereof is made to any person in possession of the Ticket .

11.6 Right to Refuse Refund

- 11.6.1. After the expiry of the validity of the Ticket, Carrier may refuse refund when application thereof is made later than the time prescribed in Carrier's Regulations or in the Ticket.
- 11.6.2. Carrier may refuse refund of a Ticket which has been presented to Carrier or to government officials of a country as evidence of intention to depart there-from, unless the Passenger establishes to Carrier's satisfaction that he or she has permission to remain in the country or that he or she will depart there-from by another carrier or another means of transport.
- 11.6.3. Carrier may refuse refund of a ticket for any flight on which the Passenger has been refused carriage under Article-8.

11.7. Currency

All refunds will be subject to government laws, rules and regulations or orders of the country in which the Ticket was originally purchased and of the country in which the refund is being made. Subject to the foregoing provision, refunds will normally be made in the currency in which the Ticket was paid for, but may be made in another currency acceptable to the passenger.

11.8. Ticket Refundable Place

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

11.9. Limitation of your rights

Unless otherwise stated in these Conditions or in the Ticket, Article-11 represents your

only rights against us if your carriage does not take place for any reason whatsoever and we will have no liability for any loss or damage whatsoever.

ARTICLE: 12 CONDUCT ABOARD AIRCRAFT

- 12.1.** If the Passenger conducts himself or herself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstructs the crew in the performance of their duties, or fails to comply with any instruction of the crew, or behaves in a manner to which other passengers may reasonably object, Carrier or Pilot in command may take such measures as it deems necessary to prevent continuation of such conduct, including restraint of the Passenger or his removal from the aircraft and or refusal to carry the Passenger at any time in future.
- 12.2.** The Passenger may not operate on board the aircraft portable radios, electronic games or transmitting devices including radio controlled toys and walkie-talkies. The Passenger shall not operate any other electronic devices on board without Carrier's permission, except that portable recorders, hearing aids and heart pacemakers may be used.
- 12.3.** When on board an aircraft registered in Pakistan, no Passenger shall:
- 12.3.1 Smoke in the aircraft;
 - 12.3.2 Carry any weapon in the aircraft;
 - 12.3.3 Enter the aircraft in a state of intoxication;
 - 12.3.4 Consume alcohol in the aircraft.
- 12.4.** Any person violating Article 12 will subject himself to such action as mentioned in Article 12.1 and the matter may be reported to any relevant police or enforcement authority.

ARTICLE: 13 ARRANGEMENTS BY CARRIER

If in the course of concluding the Contract of Carriage by air, Carrier also agrees to make arrangements for the provision of additional services for example a limousine, or accommodation or car rental, Carrier shall have no liability to the Passenger except for negligence on its part in making such arrangements.

ARTICLE: 14 – TRAVEL DOCUMENTS AND SECURITY INSPECTIONS ETC

14.1 General

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

14.2. Travel Documents

The Passenger shall present all exit, entry, health and other documents required by laws, regulations, orders, demands or requirements of the countries concerned. Carrier reserves the right to refuse carriage of any Passenger who has not complied with applicable laws, regulations, orders, demands or requirements or whose documents do not appear to be in order.

14.3. Refusal of entry

If you are refused entry to a country (including a country you transit through while en route to your destination), you must reimburse us in full on request any fine, penalty or charge assessed against us by the government concerned (including detention costs) as well as the fare for transporting you, and an escort if required, from that country. We will not refund to you the fare paid for carriage to the airport where you were refused entry.

14.4. Passenger responsible for fines, detention costs and other charges

You must reimburse us in full on request the amount of any fine, penalty, detention costs, deportation or removal expenses, escorting charges (if any), cost of Ticket (s) issued for you, or any other expenditure we incur because you have failed to comply with any laws, regulations, orders or other travel requirements of the country you have traveled to or because you have failed to produce the required travel documents on seeking entry to a country or you have been refused admission into the country. We may use the value of any unused carriage on your Ticket or any of your funds in our possession to pay sums due to us from you.

14.5. Customs Inspection

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

14.6. Security Inspection

The Passenger shall submit to any security checks by government or airport officials or by Carrier. If you do not allow such checks, we may refuse to carry you and your Baggage.

14.7 Successive Airlines

Where your carriage is performed by us and other airlines in succession under one Ticket, or conjunction Ticket , it is likely to be regarded as a single operation. See also Article

ARTICLE 15 — LIABILITY FOR DAMAGE

15.1 Applicable rules

Our liability will be determined by Applicable Law including Montreal Convention when applicable and these Conditions of Carriage. Where other airlines are involved in your journey, their liability will be governed by their applicable law and, unless these Conditions of Carriage state otherwise, their conditions of carriage. Article 15 applies to all claims of damages of personal injury or death or damage to Baggage both for international and domestic carriage performed by us.

15.2 Scope of liability

We will be liable only for Damage occurring during carriage performed by us, or in relation to which we have a legal liability to you. Where we issue a Ticket for carriage by another airline, or we check-in your Baggage for carriage by another airline, we do so only as agent for that airline.

15.3 General limitations

15.3. General Limitations: Apply to ALL the liability provisions, whether international or domestic carriage.

15.3.1. Our liability will be subject to Applicable Law and the Conditions of Carriage provided herein.

15.3.2 We are liable for damage sustained in case of death or bodily injury of a passenger upon condition only that the accident which caused the death or injury took place or board the aircraft or the course of any operations or embarking or disembarking.

15.3.3 We shall be liable only for recoverable compensatory damages for proven losses and costs. Carrier shall not be liable for indirect or consequential damages.

- 15.3.4 We are not liable for damage that results from compliance by the Carrier with any provision of law or regulation or lawful orders or failure to comply the same provisions by the passenger.
- 15.3.5 If, we prove that damage sustained in case of death or bodily injury or to baggage was caused or contributed by the negligence or other wrongful act or omission of the person claiming compensation, we shall be wholly or partially exonerated from our liability to the extent that such negligence or wrongful act or omission caused or contributed to the damage.
- 15.3.6 If a passenger is carried whose age or mental or physical health is such as to involve any hazard or risk to himself or herself, we shall not be liable for any illness, injury or disability including death attributable to such conditions or for aggravation of such condition.
- 15.3.7 We are liable for damage to checked baggage if it took place on board the aircraft or during the period the baggage remained in-charge of us. However, we are not liable if the damage resulted from the inherent, quality or vice of the baggage. We are also not responsible for damage to protruding items of the baggage, such as wheels, pull straps or handle.
- 15.3.8 We shall not be liable for damage occasioned by delay in the carriage of passengers baggage or cargo and/or cancellation of a flight, if we prove that we or our servant and agent took all measures that could reasonably be taken to avoid the damage or it was impossible for them to take such measures
- 15.3.9 We are not liable for damage to and/or loss of fragile or perishable items, money, jewellery, precious metals, silver ware, negotiable papers securities or other valuables, business documents, photographic appliances, computers, electronic or tele- communication equipment, medication, music instruments, passports and other identification documents or samples which are included in the passengers checked baggage.
- 15.3.10 We are not responsible for damage to unchecked baggage unless such damage is caused by our negligence.
- 15.3.11 - In the event of damage, delay or loss the passenger must file a written complaint with us as soon as possible and at the latest within 21 days from the date the baggage should have been made available to the passengers by filing the Property Irregularity Report (PIR). The Property Irregularity Report is an intimation to ER- to search the missing bag only. You are also intimated that under the Montreal Convention 1999 (as applicable by the Carriage by Air Act), the airline has 21 days from filing of the PIR to locate delayed baggage. Claim for compensation can only be made after lapse of 21 days from when the baggage ought to have arrived. Claim for compensation invariably **must** be made on the prescribed BAGGAGE CLAIM

FORM-REVISED and made *after* the lapse of 21 days from when the baggage ought to have arrived but shall not be accepted after the lapse of 36 days from when the baggage ought to have arrived.

- 15.3.12 If a complaint is not filed in writing within the time limits stipulated all actions against us shall have lapsed and be inadmissible.
- 15.3.13 Receipt of baggage without complaint is prima facie evidence that the same has been delivered in good conditions, unless the contrary is proved.
- 15.3.14 The right to file for damages in Court shall be extinguished if an action is not filed within two (2) years from the date of arrival at the destination or from the date on which the aircraft ought to have arrived or from the date the carriage stopped.
- 15.3.15 You shall indemnify and hold harmless for any liability or claim which is beyond what is provided in the Applicable Law and these Conditions of Carriage.

16. LIABILITY FOR DEATH OR INJURY OF PASSENGERS, DURING INTERNATIONAL CARRIAGE.

- 16.1** Our liability for damage sustained by you, in the event of death, wounding or other bodily injury caused by an accident on board our aircraft or during the course of embarkation or disembarkation is subject to the rules and limitations of Applicable Law as well as the following supplementary rules:
 - 16.2.** Our liability is limited to proven damages.
 - 16.3** Limits of Liability
 - 16.3.1** For any proven damages for death or injury during international carriage not exceeding the National Currency Equivalent of 100,000 SDRs, for each passenger, we shall not be able to exclude or limit our liability.
 - 16.3.2** The Carrier shall not be liable for damages to the extent that they exceed the limit of 100,000 SDRs if the Carrier proves that:
 - (a) such damage was not due to the wrongful act or omission of the Carrier or its servant or agents; or
 - (b) such damage was solely due to the negligence or wrongful act of a third party.

- 16.3.3** The amount of compensation is a limit (“not exceeding”) and not a lump- sum, payable under any circumstances. The claimant has to prove the extent of actual damage suffered.
- 16.4.** We agree to make advance payments to you or your heirs subject to the following terms and conditions:
- 16.4.1** the person receiving payment is a natural person (that is to say, a person in the ordinary sense of the word as opposed to artificial persons or corporations);
- 16.4.2** You are, or the person receiving payment is, entitled to compensation under the Applicable Law;
- 16.4.3** Payments will be made only in respect of immediate economic needs;
- 16.4.4** The amount of a payment will be proportional to the economic hardship being suffered as a result of the death, wounding or bodily injury, as may be decided by the Carrier, or as may be laid down under the law.
- 16.4.5** Payment will be made without delay after the identity of the person entitled to compensation has been established under Applicable Law;
- 16.4.6** no person will be entitled to receive a payment if he or she or the Passenger to whom the payment relates, caused or contributed to the Damage to which the payment relates, by his or her negligence;
- 16.4.7** all payments will be made subject to the condition that they will be returned to us on proof that the recipient has not complied with or satisfied Article 16 or he or she or the Passenger to whom the payment relates, caused or contributed to the Damage to which the payment relates;
- 16.4.8** Payments will be off-set against any subsequent sums payable in respect of our liability under Applicable Law;
- 16.4.9** In respect of death, payment will not exceed the maximum damages for which we may be liable to pay the recipient;
- 16.4.10** the making of a payment will not constitute recognition or admission of liability by us;
- 16.4.11** No payment will be made unless the person receiving payment gives us a signed receipt which also acknowledges the applicability of Articles 16.4 and
- 16.4.12** save to the extent in conflict with any Applicable Law, our decision in relation to

the advance payment amount will be final.

17. LIABILITY FOR DAMAGE TO CHECKED BAGGAGE DURING INTERNATIONAL CARRIAGE

17.1 We will not be liable for Damage to Unchecked Baggage unless the Damage is caused due our negligence.

17.2.1 We will not be liable for Damage to Checked Baggage resulting from the inherent defect, quality or vice of the Baggage (for example, destruction of, or damage caused by or to, fragile, perishable and other items which you are prohibited from including in your Baggage under Article 15.3.9) Likewise, we will not be liable for fair wear and tear of Baggage resulting from the usual and normal rigors of transportation by air or damage to protruding parts of Checked Baggage including wheels, pull straps, pull handles etc. Only those items are compensable which constitute “Baggage” as defined in Article-1.

17.2.2 You must not include in Checked Baggage fragile or perishable items, valuable items (including, for example, money, jewellery, precious metals), computers, personal electronic devices including cell phones or cameras, stored data, any medication or medical equipment which may be required in-flight or during your trip or which cannot be quickly replaced if lost or damaged, house or car keys, valuable documents (including, for example, business documents, passports and other identification documents, negotiable papers, securities deeds) or samples.

17.3. Our liability for Damage to Baggage is limited to the maximum amounts stated in Articles 17.4.1 to 17.4.2. You buy yourself insurance to cover instances where the actual value or replacement cost of your Checked Baggage or Unchecked Baggage exceeds our liability. See also Article 2.5.

17.4 Limit of Liability

17.4.1 The National Currency Equivalent not exceeding 1000 SDRs (approximately US\$1500) per Passenger or as otherwise provided in the Applicable Law.

17.4.2 The amount of compensation is a limit (“not exceeding”) and not a lump- sum payable under any circumstances. The claimant has to prove the extent of actual damage. The Carrier therefore has a right to ask for proof of damage.

17.5 We will increase our liability to you for Damage to Checked Baggage to an amount specified by you and agreed by us at the time you hand your Checked Baggage to us at check-in, but only if you pay to us an additional charge calculated in accordance with our Regulations. But this option may or may not be available.

- 17.6.** 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 for which you were booked.
- 17.7.** Where carriage of your Baggage is performed by successive airlines, you are entitled to make a claim against us if we are the first or last airline in that carriage, even if the Damage to the Baggage did not occur during carriage by us, subject to Applicable Law.

18. LIABILITY FOR DAMAGE FOR DELAY OF BAGGAGE, CARGO AND PASSENGERS DURING INTERNATIONAL CARRIAGE.

- 18.1.** In case of damage caused by delay in the carriage of Passengers our liability is limited to National Currency Equivalent of 4,150, SDRs, However we shall have no liability if it is proved that we or our servants and agents took all measures that could reasonably be required to avoid the damage or it was impossible for us to take such measures.
- 18.2.** In case of damage caused by delay in the carriage of Baggage, our liability is limited to 1,000 SDRs per passenger.
- 18.3.** In the carriage of Cargo our liability in the case of destruction, loss, damage or delay is limited to a sum of National Currency Equivalent of 17 SDRs. Per kg.

19. LIABILITY FOR DEATH OR INJURY TO PASSENGERS DURING DOMESTIC CARRIAGE.

19.1 Articles 15.3 applies.

19.2 Compensation in case of Death or Injury of Passengers

For any proven damages for death or injury to passengers during domestic carriage our liability is for an amount not exceeding PKR.5,000,000 for each Passenger and we shall not be liable to exclude or limit our liability.

19.3. We shall not be liable for damages exceeding PKR.5,000,000 if it is proved that:

(a) Such damage was not due to the gross negligence, intent to cause damage, willful misconduct or omission of the Carrier or its of servants or agents;

or

(b) Such damage was solely due to the gross negligence, intent to cause damage, willful; misconduct or omission of a third party.

19.4. The amount of compensation is a limit (“not exceeding”) and not a lump sum, payable under any circumstances.

20. LIABILITY FOR DAMAGE TO BAGGAGE DURING DOMESTIC CARRIAGE

20.1 Articles 15.3, 17.2.1 and 17.2.2 apply.

20.2 Our liability for proven damage in the carriage of Baggage for destruction, loss or damage is limited to Pak Rs.1000 per kg for each Passenger as provided in these Conditions.

20.3 Our liability for damage occasioned by **delay** in the carriage by air of Passengers, Baggage or cargo is limited to the amount of proven damage or double the sum paid for the carriage, whichever amount may be lower. However, we shall have no liability if it is proved that we or our servants and agents took all measures that could reasonably be required to avoid the damages or it was impossible for us to take such measures.

20.4. Our liability for destruction, loss or damage to **cargo** is limited to PKR.1000 Per kg.

20.5 We will not be liable for damage to and/or loss of Unchecked Baggage unless the damage is caused due our negligence.

ARTICLE: 21: PROCESSING OF ALL BAGGAGE CLAIMS.

21.1 If a passenger on arrival at the destination does not receive his baggage, he must immediately and latest by the end of the 21st day of the flight (“expiry of the PIR”) file a Property Irregularity Report (PIR) on the prescribed Form available with the airline staff at the airport. The PIR is merely an intimation to **ER-** of the missing baggage and will help **ER-** start search procedures. However, if the missing baggage is not received at the end of the 21st day and should the passenger wish to claim compensation for the missing baggage, it is essential for the passenger to fill out the BAGGAGE CLAIM FORM-REVISED available with our staff at airports within 15 days of the expiry of the PIR, (hence before the end of 36 days from the date the baggage ought to have arrived at the passenger’s disposal) as stipulated by Clause 15.3.11 above, without which **ER-** will not be liable to pay any compensation to the Passenger for the lost and/or missing and/or damaged baggage.

21.1.1 All claims for compensation for Damage to Baggage must be accompanied by an itemized list identifying each affected item by description, manufacture and age, together with proof of purchase or ownership for all such items, whenever possible. This will help us determine a fair compensation or else we will exercise our own judgment. Proof of purchase will not be required in relation to any item which costs less than US\$5 or Pak Rupee (PKR) equivalent, or is more than 5 years old and has a total claim value of less than US\$50 or PKR equivalent.

- 21.1.2 In the case of a compensation claim concerning physical damage to Baggage, we may examine the affected Baggage to assess the nature, extent and reparability of that damage.
- 21.1.3 If claim is about the cost of replacement of an individual item which forms part of a claim for compensation for damage to Baggage, no expense is to be incurred without prior written approval of the Carrier. This requirement will not apply where the total cost of replacement of all items does not exceed US\$50 or PKR equivalent. Proof of purchase of all replacement items must accompany the claim. Proof of purchase will not be required in relation to any item which costs less than US\$5 or PKR equivalent.
- 21.1.4. For all claims for compensation concerning Baggage, the claimant must provide the information required hereunder or that may be requested to assess the eligibility of the claim for compensation and the amount of any compensation payable.
- 21.1.5. The claimant will be required to sign a statement of truth regarding the facts of the claim for damage to Baggage before any compensation is paid.
- 21.1.6. Failure by the claimant to fully comply with the relevant requirements of this Article may adversely affect the amount of any compensation which may be paid.
- 21.1.7. Acceptance of compensation by the claimant will absolve us from any further liability.
- 21.1.8. If no complaint is made within the times aforesaid, no claim shall lie against us, save in case of fraud on our part. The prompt notice is needed to assist us in gathering evidence to determine validity of the claim.

(Limits of Liability and Time Limits are based on the Applicable Law)

22. ADVICE TO INTERNATIONAL PASSENGERS ON LIMITATION OF LIABILITY.

Where your journey involves an ultimate destination or stop in a country other than the country of origin, you are advised to be aware of the Applicable Law including any rule entirely within the country of origin or destination.

Where covered by Applicable Law, the airline is liable for proven damages for death or personal injury in respect of such damage up to a maximum of the National Currency Equivalent of 100,000 SDRs, any defense to liability based on proof that they have taken all necessary measures will not apply. Where no such provisions are

included in the airline's Conditions of Carriage, please note that; (i) for such Passengers on a journey to from or with an agreed stopping place in the USA, the applicable law and special contracts of carriage embodied in applicable Tariffs provide that the liability of certain airlines, parties to such special contracts, for death of or personal injury to Passengers is limited in most cases to proven damages not to exceed US\$75,000 per Passenger, and that this liability up to such limit will not depend on negligence on the part of the airline; and (ii) for such Passengers traveling by an airline not a party to such special contracts or on a journey to which the law applies which is not to/from or having an agreed stopping place in the USA, the liability of the airline for death or personal injury to Passengers is limited in most cases to US\$10,000 or US\$20,000; and (iii) some countries impose higher limits than those stated in (i) and (ii).

ARTICLE 23 — INTERPRETATION

- 23.1** We will use reasonable efforts to make correct decisions about the interpretation of applicable laws, regulations, orders or governmental policy for the purposes of Article 8 (our right to refuse carriage), and 12 (your conduct aboard aircraft). Sometimes such decisions may have to be made in circumstances where limited time is available and no proper opportunity exists to carry out any or sufficient enquiries. As a result, any such decision made by us will be final and binding on you even if subsequently proved to be incorrect, provided that at the time we made our decision we had reasonable grounds for believing that it was correct.
- 23.2** Where we expressly state in these Conditions of Carriage that you must comply with Applicable Law or applicable governmental, ICAO or IATA requirements, you must make sure that you comply with such Applicable Law or requirements at all times and especially on the date or dates of your carriage.
- 23.3** All dates and periods of time referred to in these Conditions of Carriage will be ascertained in accordance with the Gregorian calendar.
- 23.4** The title of each Article of these Conditions of Carriage is for convenience only, and is not to be used for interpretation of the text.

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