



Conditions Of Contract & Other Important Notices

NOTICE

If the passenger's journey involves an ultimate destination or stop in a country other than the country of departure the Warsaw Convention may be applicable and the Convention governs and in most cases limits the liability of carriers for death or personal injury and in respect of loss of or damage to baggage. See also notices headed "Advice to International Passengers on Limitation of Liability~" and "Notice of Baggage Liability Limitations".

CONDITIONS OF CONTRACT

1. As used in this contract "ticket" means this passenger ticket and baggage check, or this itinerary/receipt if applicable, in the case of an electronic ticket, of which these conditions and the notices form part, "carriage" is equivalent to "transportation", "carrier" means all air carriers that carry or undertake to carry the passenger or his baggage hereunder or perform any other service incidental to such air carriage, "electronic ticket" means the Itinerary/Receipt issued by or on behalf of Carrier, the Electronic Coupons and, if applicable, a boarding document. "Warsaw Convention" means the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw, 12th October 1929, or that Convention as amended at the Hague, 28th September 1955.
2. Carriage hereunder is subject to the rules and limitations relating to liability established by the Warsaw Convention unless such carriage is not "international carriage" as defined by that Convention.
3. To the extent not in conflict with the foregoing carriage and other services performed by each carrier are subject to: (i) provisions contained in the ticket; (ii) applicable tariffs; (iii) carrier's conditions of carriage and related regulations which are made part hereof (and are available on application at the offices of carrier), except in transportation between a place in the United States or Canada and any place outside thereof to which tariffs in force in those countries apply.
4. Carrier's name may be abbreviated in the ticket, the full name and its abbreviation being set forth in carrier's tariffs, conditions of carriage, regulations or timetables; carrier's address shall be the airport of departure shown opposite the first abbreviation of carrier's name in the ticket; the agreed stopping places on the passenger's route; carriage to be performed hereunder by several successive carriers is regarded as a single operation.
5. An air carrier issuing a ticket for carriage over the lines of another air carrier does so only as its Agent.
6. Any exclusion or limitation of liability of carrier shall apply to and be for the benefit of agents, servants and representatives of carrier and any person whose aircraft is used by carrier for carriage and its agents, servants and representatives.
7. Checked baggage will be delivered to bearer of the baggage check. In case of damage to baggage moving in international transportation complaint must be made in writing to carrier forthwith after discovery of damage and, at the latest, within seven days from receipt; in case of delay, complaint must be made within 21 days from the date the baggage was



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delivered. See tariffs or conditions of carriage regarding non-international transportation.

8. This ticket is good for carriage for one year from date of issue, except as otherwise provided in this ticket, in carrier's tariffs, conditions of carriage, or related regulations. The fare for carriage hereunder is subject to change prior to commencement of carriage. Carrier may refuse transportation if the applicable fare has not been paid.
9. Carrier undertakes to use its best efforts to carry the passenger and baggage with reasonable dispatch. Times shown in timetables or elsewhere are not guaranteed and form no part of this contract. Carrier may without notice substitute alternate carriers or aircraft, and may alter or omit stopping places shown on the ticket in case of necessity. Schedules are subject to change without notice. Carrier assumes no responsibility for making connections.
10. Passenger shall comply with Government travel requirements, present exit, entry and other required documents and arrive at the airport by time fixed by carrier or, if no time is fixed, early enough to complete departure procedures.
11. No agent, servant or representative of carrier has authority to alter, modify or waive any provision of this contract.

CARRIER RESERVES THE RIGHT TO REFUSE CARRIAGE TO ANY PERSON WHO HAS ACQUIRED A TICKET IN VIOLATION OF APPLICABLE LAW OR CARRIER'S TARIFFS, RULES OR REGULATIONS. Issue by Carrier whose name is in the "Issued By" section on the face of the Passenger Ticket and Baggage Check is SUBJECT TO TARIFF REGULATIONS.

ADVICE TO INTERNATIONAL PASSENGERS ON LIMITATION OF LIABILITY

Passengers on a journey involving an ultimate destination or a stop in a country other than the country of origin are advised that the provisions of a treaty known as the Warsaw Convention may be applicable to the entire journey, including any portion entirely within the country of origin or destination. For such passengers on a journey to, from or with an agreed stopping place in the United States of America, the Convention and special contracts of carriage embodied in applicable tariffs provide that the liability of certain carriers, parties to such special contracts, for death 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 shall not depend on negligence on the part of the carrier. For such passengers travelling by carrier not a party to such special contracts or on a journey not to, from, or having an agreed stopping place in the United States of America, liability of the carrier for death or personal injury to passengers is limited in most cases to approximately US\$ 10,000 or US\$ 20,000.

The names of carriers, parties to such special contracts, are available at all ticket offices of such carriers and may be examined on request. Additional protection can usually be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the carrier's liability under the Warsaw Convention or such special contracts of carriers. For further information please consult your airline or insurance company representative.



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Note: The limit of liability of US\$75,000 above is inclusive of legal fees and costs except that in the case of a claim brought in a state where provision is made for separate award of legal fees and costs, the limit shall be the sum of US\$58,000 exclusive of legal fees and costs.

NOTICE OF BAGGAGE LIABILITY LIMITATIONS

Liability for loss, delay, or damage to baggage is limited unless a higher value is declared in advance and additional charges are paid. For most international travel (including domestic portions of international journeys) the liability limit is approximately US\$ 9.07 per pound (US\$ 20.00 per kilo) for checked baggage and US\$ 400.00 per passenger for unchecked baggage. For travel wholly between US points, Federal rules require any limit on an airline's baggage liability to be at least US\$ 2,500 per passenger. Excess valuation may be declared on certain types of articles. Some carriers assume no liability for fragile, valuable or perishable articles. Further information may be obtained from the carrier.

NOTICE OF GOVERNMENT IMPOSED TAXES, FEES AND CHARGES

The price of this ticket may include taxes, fees and charges which are imposed on air transportation by government authorities. These taxes, fees and charges, which may represent a significant portion of the cost of air travel, are either included in the fare, or shown separately in the "TAX/FEE/CHARGE" box(es) of this ticket. You may also be required to pay taxes or fees or charges not already collected.

The following notice does not apply to tickets sold in the United States for transportation originating in the United States.

DENIED BOARDING BY OVERBOOKING

In those countries where Denied Boarding Compensation regulations are in force, carriers operate compensation plans for passengers with confirmed reservations who are denied boarding because of non-availability of seats caused by overbooking. Details of these plans are available at the airlines' offices.

CHECK-IN TIMES

The times shown on this ticket or itinerary/receipt if applicable are the departure times of the aircraft. Check-in times, as advised by your carrier, or in the airline's timetable, are the latest times at which passengers can be accepted for travel, allowing the necessary time to complete all formalities. Flights cannot be held up for passengers arriving late, and no responsibility can be accepted in such cases.

BAGGAGE

Checked Baggage:

Passengers are usually permitted a free checked baggage allowance, the limit of which may differ by airline, class, and/or route. Extra charges may apply for checked baggage in excess of the permitted allowance. Please ask your travel agent or airline for more specific information.

Cabin Baggage:



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Passengers are usually permitted a free cabin baggage allowance, the limit of which may differ by airline, class, route, and/or aircraft type. It is recommended that cabin baggage be kept to a minimum. Please ask your travel agent or airline for more specific information. Refer to <http://www.iata.org/bags> for more information.

1. ITEMS UNACCEPTABLE AS BAGGAGE

1.1 You must not include in your Baggage:

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

1.3 Items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from or to;

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

1.5 Firearms and ammunition other than for hunting and sporting purposes are prohibited from carriage as Baggage. Firearms and ammunition for hunting sporting purposes may be accepted as Checked Baggage. Firearms must be unloaded with the safety catch on, and suitably packed. Carriage of ammunition is subject to ICAO and IATA regulations as specified in 1.2.

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

1.7 You must not include in Checked Baggage money, jewellery, precious metals, computers, personal electronic devices, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples.

1.8 If despite being prohibited, any items referred to 1.4, 1.6, 1.7 are included in your Baggage, we shall not be responsible for any loss or damage to such items.

2. RIGHT TO REFUSE CARRIAGE

2.1 Subject to paragraph 1.5 and 1.6 we will refuse to carry as Baggage the items described in 1.6, and we may refuse further carriage of any such items upon discovery.

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



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

3. RIGHT OF SEARCH

3.1 For reasons of safety and security we may request that you permit a search and scan of your person and search, scan or x-ray of your Baggage may be searched in your absence for the purpose of determining whether you are in possession of or whether your Baggage contains any item such as firearms, ammunition or weapons, which have not been presented to us in accordance with 1.5 and 1.6. If you are unwilling to comply with such request we may refuse to carry you and your Baggage. In the event a search or scan causes Damage to you, or an x-ray scan causes damage to your Baggage, we shall not be liable for such Damage unless due to our fault and negligence.

4. CHECKED BAGGAGE

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

4.2. Checked Baggage must have your name or other personal identification affixed to it.

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

5. UNCHECKED BAGGAGE

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

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

6. COLLECTION AND DELIVERY OF CHECKED BAGGAGE

6.1. Subject to Article 4.3 above you are required to collect your Checked Baggage as soon as it is made available at your destination or Stopover. Should you not collect it within reasonable time, we may charge you a storage fee. Should your Checked Baggage not be claimed within three (3) months of the time it is made available, we may dispose of it without any liability to you.



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6.2. Only the bearer of the Baggage Check and Baggage Identification Tag is entitled to delivery of the Checked Baggage.

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

7. ITEMS REMOVED BY AIRPORT SECURITY PERSONNEL

7.1 We will not be responsible for, or have any liability in respect of, articles removed from your baggage by airport security personnel acting in accordance with any applicable regulations, whether or not such items are subsequently retained or destroyed by such airport security personnel or are passed by them to us.

8. LIABILITY FOR DAMAGE

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

9. WARSAW CONVENTION

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

10. BAGGAGE

10.1 We will not be liable for Damage to Unchecked Baggage unless such Damage is caused by our negligence.

10.2 Except in the case of an act or omission done with the intent to cause Damage or recklessly and with knowledge that Damage would probably result, our liability in the case of Damage to Checked Baggage shall be limited to USD 20.00 per kilogram and in the case of Damage to Unchecked Baggage shall be limited to USD 400.00 per passenger, provided that if in accordance with the applicable law different limits of liability are applicable such different limits shall apply. If the weight of the Baggage is not recorded on the Baggage Check, it is presumed that the total weight of the Checked Baggage does not exceed the applicable free baggage allowance for the class of carriage concerned. If in the case of Checked Baggage a higher value is declared in writing pursuant to an excess valuation facility, our liability shall be limited to such declared value.

11. Notice of Limited Liability

11.1 On domestic and International flights, Air Seychelles shall not be liable for loss of, damage to, or delay in delivery of high value, fragile, or perishable items, including but not limited to, the following: medication, money, any jewelry, watches, silverware, precious metals, negotiable papers, securities, electronic/video/ photographic equipment, house keys, car keys, telephones, computers/laptops/lpads/lpods/computer spares, external drives, pen drives,



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personal electronic devices, samples, heirlooms, antiques, artifacts, works of art, musical instruments, passports and other identification documents, or other valuables included in the passenger's checked luggage, with or without the knowledge of Air Seychelles.

Air Seychelles does not assume responsibility for loss or damage due to normal wear and tear; protruding parts, such as feet, handles, wheels, straps, hooks and small hole/s; over sized or over packed luggage.

12. DAMAGED

12.1 We will not be liable for Damage to Unchecked Baggage unless we caused the Damage by our negligence and such negligence is proved by the Passenger or the person claiming compensation.

We will not be liable for Damage to Baggage resulting from the inherent defect, quality or vice of the Baggage. Likewise, we will not be liable for fair wear and tear of Baggage resulting from the usual and normal rigors of transportation by air.

12.2 We are not liable for Damage to any item included in your Baggage which you are prohibited from including in your Baggage by Article 11.1.

Our liability for Damage to Baggage is limited to the maximum amounts stated in Article 10.2 unless you prove that the Damage resulted from our act or omission either done with the intention of causing Damage or recklessly and with knowledge that Damage would probably result. You may wish to make a special declaration of value (see Article 10.2) or buy yourself insurance to cover instances where the actual value or replacement cost of your Checked Baggage or Unchecked Baggage exceeds our liability.

12.3 The maximum amount of 332 Special Drawing Rights (approximately US\$400 or equivalent in local currency) per Passenger applies to Damage to Unchecked Baggage where the Warsaw Convention applies to your carriage;

The maximum amount of 17 Special Drawing Rights (approximately US\$20 or equivalent in local currency) per kilogram, or any higher sum agreed by us pursuant to Article 10, applies to Damage to Checked Baggage where the Warsaw Convention applies to your carriage;

12.4 The maximum limit of liability for Damage to both Unchecked and Checked Baggage laid down by local law applies to your Baggage where local law applies to your carriage instead of the Warsaw Convention.

12.5 The maximum limit of liability for Damage to both Unchecked and Checked Baggage specified in Articles 10 apply to Damage to Unchecked Baggage and Checked Baggage respectively where neither the Warsaw Convention nor the Montreal Convention applies to your carriage and no limit of our liability is laid down by applicable local law. 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. This is known as a "special declaration of value". Please ask us for details of the applicable charges if you want to use this option. 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.

13. PROCESSING OF BAGGAGE CLAIMS

13.1 In the case of a compensation claim concerning physical damage to Baggage, you must retain and, allows us examine the affected Baggage so that we may assess the nature, extent and repair ability of that damage.

If you wish to claim the cost of replacement of an individual item which forms part of a claim for compensation for Damage to Baggage, you must consult us and we must agree in writing before you incur such cost otherwise we may not include the cost in any compensation payable. Proof of purchase of all replacement items must accompany your claim.

For all claims for compensation concerning Baggage, you must provide us with any information we may request to assess the eligibility of your claim for compensation and the amount of any compensation payable.

You must sign a statement of truth regarding the facts of your claim for Damage to Baggage and an appropriate Form of Receipt and Final Discharge an Indemnity document before we pay any compensation to you.

Failure by you to fully comply with the relevant requirements of may adversely affect the availability and the amount of any compensation to which you may be entitled.

14. PERSONAL BELONGINGS

14.1 We are not liable for any Damage caused by your Baggage. You shall be responsible for any Damage caused by your Baggage to other persons or property, including our property.

14.2 We will not accept liability for damage to and or loss or destruction of any of your personal property in consequence of your leaving it unattended in any of our aircraft and or in any property, airport facilities or vehicles we use.

15. ANIMALS

If we agree to carry your animals they will be carried subject to the following conditions:

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

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

15.3 Guide dogs accompanying Passengers with disabilities will be carried free of charge in addition to the normal free baggage allowance, subject to conditions specified by us, which are available on request.

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

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

16. TIME LIMITATION ON CLAIMS AND ACTIONS NOTICE OF CLAIMS

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

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

17. LIMITATION OF ACTIONS

17.1 Any right to damages shall be extinguished if an action is not brought within two (2) years of the date of your arrival at destination, or the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court where the case is heard.

18. GENERAL

18.1 If we issue a Ticket or if we check Baggage for carriage on another carrier, we do so only as agent for the other carrier. Nevertheless, with respect to Checked Baggage, you may make a claim against the first or last carrier.

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

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

18.4 Except where other specific provision is made in these conditions, we shall be liable to you only for recoverable compensatory Damages for proven losses.

18.5 The contract of carriage, including these Conditions of Carriage and exclusions or limits of liability, applies to our Authorised Agents, servants, employees and representatives to the same extent as they apply to us. The Total amount recoverable from us and from such Authorised



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Agents, employees, representatives and persons shall not exceed the amount of our own liability, if any.

18.6 Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability under the Convention or applicable laws unless otherwise expressly stated.

18.7 Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability or any defense available to us under the Convention or applicable laws as against any public social insurance body or any person who is liable to pay compensation or has paid compensation in respect of the death, wounding or other bodily injury of a Passenger.

19. INTERPRETATION

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.

Further information is available on request.