

Air Mauritius Limited (Business Registration Number C07001600)

# Conditions of Carriage

## Introduction

IATA Recommendations and Mauritian and international legislation requires the carrier to notify all passengers of the conditions that are applied in issuing the contract ticket relating to the transportation of the passenger and his baggage.

### 1. Definitions

“We”, “our”, “ourselves” and “us” mean Air Mauritius Limited. “You”, “your” and “yourself” means any person, holding a ticket, who is to be carried or is carried on an aircraft except members of the crew (see also the definition of passenger).

“AGREED STOPPING PLACES” means those places, except the place of departure and the place of destination, set out in the Ticket or shown in our timetables as scheduled stopping places on your route.

“AIRLINE DESIGNATOR CODE” means the two or three letters or the letter and number which identify particular air carriers.

“AUTHORISED AGENT” means a passenger sales agent or a general sales agent who has been appointed by us to represent us in the sale of air transportation on our services.

“BAGGAGE” means your personal property accompanying you on your flight. Unless otherwise specified, it consists of both your Checked and Unchecked baggage.

“BAGGAGE CHECK” means those parts of your Ticket which relate to the carriage of your Checked Baggage.

“BAGGAGE IDENTIFICATION TAG” means a document we issue to identify your Checked Baggage.

“CARRIER” means an air carrier other than us, whose airline designator code appears on your Ticket or on a Conjunction Ticket.

“CARRIER REGULATIONS” means rules other than these conditions, published by Carrier and in effect on date of ticket issue, governing carriage of passengers and/or baggage.

“CHECKED BAGGAGE” means Baggage which we have taken into our custody and for which we have issued a Baggage Check. (Checked baggage travels in the hold of the aircraft).

“CHECK-IN DEADLINE” means the time limit we have set (or another carrier has set) by which you must have completed check in formalities and received your boarding pass.

“CONDITIONS OF CONTRACT” means those statements contained in or delivered with your Ticket or Itinerary and Receipt, identified as such and which incorporate by reference, these Conditions Carriage and other notices.

“CONJUNCTION TICKET” means a Ticket issued to you in conjunction with another Ticket which together constitute a single contract of carriage.

“CONVENTION” means whichever of the following instruments are applicable:

- the convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929, (hereinafter referred to as the Warsaw Convention);
- the Warsaw Convention as amended at The Hague on 28 September 1955;
- the Warsaw Convention as amended by Additional Protocol No.1 of Montreal (1975);

- the Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975);
- the Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975);
- The Guadalajara Supplementary Convention (1961)
- The Tokyo Convention (1963)
- The Montreal Convention (1999)

“COUPON” means both a paper Flight Coupon and an Electronic Coupon, each of which entitles the passenger named on it to travel on the particular flight mentioned on it.

“DAMAGE” means:

- (a) death of, wounding of, bodily injury to a Passenger arising out of or in connecting with carriage on flight we operate or in the operation of embarking or disembarking,
- (b) loss, partial loss or other damage to baggage arising out of or in connection with carriage on flight we operate.

“DAYS” means all seven days of the week. For the purpose of notification, the day upon which notice is dispatched shall not be counted. For purposes of determining duration of validity of a Ticket, the day upon which the Ticket is issued, or the flight is commenced shall not be counted.

“ELECTRONIC COUPON” means an electronic flight coupon for an electronic ticket held in our database.

“ELECTRONIC TICKET” means the Itinerary and Receipt, electronic coupons and any boarding document we have issued to you.

“FLIGHT COUPON” means that part of the Ticket that bears the notation “good for passage” printed on it or in the case of an Electronic Ticket, the Electronic Coupon. The flight coupon indicates the places of departure and the places of destination between which you are entitled to be carried.

“FORCE MAJEURE” means unusual and unforeseeable circumstances beyond our control, the consequences of which could not have been avoided even if all due care had been exercised by us.

“ITINERARY and RECEIPT” means a document or documents we or our authorised agents issue on paper, by fax, by e-mail or deliver electronically to Passengers travelling with Electronic Tickets, containing the Passenger’s name, flight information and a receipt.

“PASSENGER” means any person, holding a valid ticket who is carried or who is to be on an aircraft except members of the crew (see also definition for “you”, “your” and “yourself”).

“PASSENGER COUPON” or “PASSENGER RECEIPT” means that part of the Ticket issued by us or on our behalf, which is so marked and which ultimately is to be retained by you.

“SDR” means Special Drawing Rights as defined by the International Monetary Fund.

“STOPOVER” means a schedule stop on your journey, at a point between the place of departure and the places of destination.

“TARIFF” means the published fares, charge and related Conditions of Carriage of an airline which have been filed, where required, with the appropriate authorities.

“TICKET” means either the document called “Passenger Ticket and Baggage Check” or the Electronic Ticket, in each case issued by us or on our behalf by an authorised agent.

“UNCHECKED BAGGAGE” means any of your baggage other than your Checked Baggage. (You carry your unchecked baggage with you on to the aircraft).

“VALIDITY PERIOD” means the period for which your ticket is valid.

## **2. Applicability**

### 2.1 General

Except as provided in Articles 2.3, 2.5 and 2.6, our Conditions of Carriage apply to all flights, or flight segments, where our name or Airline Designator Code is indicated in the carrier box of the Ticket for that flight or flight segment.

### 2.2 Carriage To / From USA and Canada

These conditions apply to carriage between places in the United States or Canada or between a place in the United State or in Canada and any place outside thereof, only to the extent they are incorporated in tariffs in force in those countries.

### 2.3 Charter Operations

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

### 2.4 Code Shares

On some services, we have arrangements with other carriers known as "Code Shares". This means that even if you have a reservation with us and hold a ticket where our name or airline designator code is indicated as the carrier, another carrier may operate the aircraft. If such arrangements apply to your flight we or our authorised agents will advise you of the carrier operating the aircraft at the time you make a reservation.

### 2.5 Overriding Law

These conditions of Carriage are applicable unless they are inconsistent with any Tariffs or laws which apply to your contract of carriage, in which event such Tariffs or laws shall prevail.

If any provision of these Conditions of Carriage is invalid under any applicable law, the other provisions shall remain valid.

### 2.6 Conditions Prevail Over Regulations

Except as provided in these Conditions of Carriage, in the event of inconsistency between these Conditions of Carriage and Carrier's regulations, these Conditions of Carriage shall prevail, except where tariffs in force in the United States or Canada apply, in which case the tariffs shall prevail.

## 3. Tickets

### 3.1 General Provisions

3.1.1 We will provide carriage only to the Passenger named in the Ticket, and you may be required to produce appropriate proof of your identity.

3.1.2 A Ticket is not transferable.

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

3.1.4 Your ticket is our property at all times if it was issued by us or our authorised agents. If your ticket was issued by or on behalf of another airline, it is the property of the airline which issued it. Except in the case of an Electronic Ticket, you shall not be entitled to be carried on a flight unless you present to us a valid Ticket containing the Flight Coupons for that flight and all other unused Flight Coupons and the Passenger Coupon. You shall not be entitled to be carried on a flight if the Ticket presented is torn or damaged or it has been altered unless we or our Authorised Agent made the alteration. In the case of an Electronic Ticket, you shall not be entitled to be carried on a flight unless you provide proof of your identity and a valid Electronic Ticket has been duly issued in your name.

3.1.5 A ticket is a valuable document and you have to ensure it is not lost or stolen.

### 3.2 Period of Validity

3.2.1 Except as otherwise provided on the Ticket in these Conditions of Carriage, or in any applicable Tariffs, a Ticket is valid for:

- one year from the date it is issued,
- or subject to your first flight occurring within one year from the date of issue, one year from the date of your first flight using the Ticket

3.2.2 When you are prevented from travelling within the period of validity of the Ticket because at the time you requested for a reservation we were unable to confirm same, the validity period of such Ticket will be extended, or you may be entitled to a refund in accordance with Article 10.

3.2.3 If, after beginning your journey, you become ill and your illness prevents you from travelling on your next flight within the validity period of your ticket, we extend the period of validity of your ticket until the date when you become fit to travel or until our first flight after such date, from the point where the

journey is resumed on which space is available in the class of service for which the fare has been paid. Such illness must be attested by a medical certificate which states the facts relating to your illness and which confirms the date you will be fit to travel again (the recovery date). When the flight coupons remaining in the Ticket, or in the case of an Electronic Ticket, the electronic coupon, involve one or more Stopovers, the validity of such Ticket may be extended for not more than three months from the recovery date shown on such medical certificate. In such circumstances we will similarly extend the period of validity of Tickets of other members of your immediate family accompanying you.

3.2.4 In the event of death of a Passenger en route, the Tickets of persons accompanying the passenger may be modified by waiving the minimum stay conditions or by extending the validity of the tickets. In the event of death in the immediate family of a Passenger who has commenced travel, the validity of the Passenger's Tickets and those of his or her immediate family who are accompanying the Passenger may likewise be modified. Any such modification shall be made upon receipt of a valid death certificate and any such extension of validity shall not be for a period longer than forty-five (45) Days from the date of the death.

### 3.3 Refund on Lost Ticket

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

(a) That the lost Ticket, or part of it, has not been used previously, refunded or replaced, (except where the use, refund or replacement by or to a third party resulted from our own negligence) and

(b) That the person to whom the refund is made undertakes, in such form as may be prescribed by us, to repay to us the amount refunded in the event if fraud and/or the lost Ticket or part of it is used by a third party.

3.3.2 The above will not apply if any fraud or use by a third party resulted from our negligence.

3.3.3 If we or our Authorised Agent lose the Ticket or part of it, the loss shall be our responsibility.

### 3.4 Coupon Sequence and Use

3.4.1 The Ticket you have purchased is valid only for the transportation as shown on the Ticket, from the place of departure through any Agreed Stopping Places to the final destination. The fare you have paid is based upon our Tariff for the transportation shown on the Ticket. The Ticket will not be honoured and will lose its validity if all the Coupons are not used in the sequence provided in the Ticket.

3.4.2 Should you wish to change any aspect of your transportation, you must contact us beforehand. The fare for your changed transportation will be calculated and you will be given the option of either accepting the revised fare or maintaining your original transportation as ticketed. Should you be required to change any aspect of your transportation due to Force Majeure, you must contact us as soon as possible. We will use reasonable efforts to transport you to your next stopover or final destination, without recalculation of the fare.

3.4.3 Should you change your transportation without our agreement, we will assess the correct price for your actual travel. You will have to pay any difference between the price you have paid and the total price applicable for your revised transportation. We will refund you the difference if the new price is lower but otherwise, your unused Coupons will have no value and will not be valid.

3.4.4 While some type of change to your transportation will not result in a change of fare, other, such as changing the place of departure (for example if you do not use the first flight coupon in your ticket or reverse the direction you travel), can result in an increase in fare. Many fares are valid only on the dates and for the flights shown on the Ticket and may not be changed at all, or only upon payment of an additional fee.

3.4.5 Each Flight Coupon contained in your Ticket will be accepted for transportation in the class of service on the date and flight for which space has been reserved. When a Ticket is originally issued without a reservation being specified, space may be later reserved by you subject to our Tariff and the availability of space on the flight requested.

3.4.6 In the event that you fail to cancel a booking before the check-in deadline for your flight and do not show up for the flight, we may cancel your return or onward reservations. If you cancel a booking before the check-in deadline for your flight, we will not cancel your return or onward reservation.

### 3.5 Our Name and Address

Our name may be abbreviated to our Airline Designator Code on the Ticket. Our address is 19th Floor Air Mauritius Centre, President John Kennedy Street, Port Louis, Mauritius.

## **4. Fares, Taxes, Fees and Charges**

### 4.1 Fares

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

Fares do not include ground transport between airports or between airports and town terminals.

Your fare will be calculated in accordance with our Tariffs in effect on the date of payment of your ticket for travel on the specific dates and itinerary shown on it.

Should you change your itinerary or dates of travel, this may impact the fare to be paid.

### 4.2 Taxes, Fees and Charges

Applicable taxes, fees and charges imposed on us or on you by government or other authority, or by the operator of an airport, shall be payable by you.

At the time you purchase your Ticket, we will tell you about the taxes, fees and charges not included in the fare, most of which will normally be shown separately on the Ticket.

The taxes, fees and charges imposed on air travel are constantly changing and can be imposed after the date of Ticket's issuance. If there is an increase in a tax, fee or charge shown on the Ticket, you will have to pay us any increase. Likewise, if a new tax, fee or charge is imposed even after Ticket is issued to you, you will be obliged to pay it.

Similarly, if any taxes, fees or charges which you have paid to us at the time of Ticket's issuance are abolished or reduced, you will be entitled to claim a refund from us.

If you do not use your ticket, you will be entitled to claim a refund of any taxes, fees and charges which you paid, less a reasonable service charge.

### 4.3 Currency

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

## **5. Reservations**

### 5.1 Reservation Requirements

5.1.1 We or our Authorised Agent will record your reservation(s). Upon request we or our authorised agents will provide you with written confirmation of your reservation(s).

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

### 5.2 Ticketing Time Limits

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

### 5.3 Personal Information

1 We shall take personal data from you for the purpose of making a reservation for carriage and for other purposes. We may retain and use the personal information that you transmit to us for the purposes of:

- Making a reservation and issuing a ticket;
- Providing you with your transportation;
- Accounting, billing and auditing;
- Checking credit or other payment cards;
- Immigration and customs control;
- Security and administrative reasons;
- Statistical analysis, marketing and market research;
- Operating frequent flyer programmes;
- Customer relations;
- Providing you with any related services and/or facilities;
- For legal claims and actions.

2 For these purposes we may therefore give your personal information to:

- our subsidiary companies;
- carriers and other companies involved in providing you with transportation;
- our authorised agents;
- government and enforcement agencies, including immigration authorities and the Customs Department;
- credit and other payment card companies.

#### 5.4 Seating

We will endeavour to honour advance seating requests. However, we cannot guarantee that you will be able to sit in any particular seat. We reserve the right to change your seat at any time, even after you have boarded the aircraft as this may be necessary for operational, safety or security reasons.

#### 5.5 Reconfirmation of Reservations

5.5.1 You may have to reconfirm onward or return reservations within specified time limits. We will advise you if you need to reconfirm, and how and where it should be done.

If it is required and you fail to reconfirm, we may cancel your onward or return reservations.

However, if you advise us you still wish to travel and there is space on the flight, we will reinstate your reservations and transport you. If there is no space on the flight, we will use reasonable efforts to transport you to your next or final destination on a later flight.

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

### 6. Check-In Boarding

6.1 Check-in Deadlines are different at every airport and we recommend that you find out about these Check-in Deadlines and abide by them. Your journey will be smoother if you allow yourself ample time to comply with the Check-in Deadlines.

We or our Authorised Agents will advise you of the Check-in Deadline for your first flight with us. This deadline will in no circumstances be less than 45 minutes before the scheduled departure of the flight. For any subsequent flights in your journey, you should find out about the Check-in Deadlines as our timetables may not contain information.

6.2 If you do not complete the check-in process by the check-in deadline, we may cancel your reservation and not carry you. Completing check-in process means that you have received your boarding pass for your flight. You must arrive at the boarding gate not later than the time specified by us when you check-in.

6.3 We may cancel the seat reserved for you on the aircraft if you fail to arrive at the boarding gate on the time specified on your boarding pass.

6.4 We will not be liable to you for any loss or expense incurred due to your failure to comply with the provisions of this Article.

### 7. Refusal and Limitation of Carriage

#### 7.1 Right to Refuse Carriage

We may refuse to carry you or your baggage if in the exercise of our reasonable discretion one or more of the following happens:

- If your carriage or the carriage of your baggage may put the safety of the aircraft or the safety, security or health of any person on the aircraft in danger,
- If your carriage or the carriage of your baggage may effect the comfort of any person on the aircraft,
- If you are drunk or appear to be under the influence of alcohol or drugs,
- If you refuse to allow a security check to be carried out on you or your baggage,
- If you do not obey the instructions of our ground staff or a member of the crew of the aircraft,
- If you use threatening, abusive or insulting words towards our ground staff or a member of the crew of the aircraft or behave in a threatening, abusive, insulting or disorderly manner towards a member of our ground staff or a member of the crew of the aircraft,
- If you have committed a criminal offence during the check-in or while boarding or on board the aircraft,

- If you have behaved in a way mentioned above in connection with a previous flight and we believe you may repeat your behaviour.
- If you have not, or do not appear to have, valid travel documents or you refuse to allow us to make copies of your travel documents or you refuse to present to us your travel documents,
- If the immigration authority of a country inform us that it will not allow you to enter that country even if you have valid travel documents or you try to enter a country for which you do not have valid travel documents or you refuse to give us information which a government authority has asked us to provide about you,
- If your carriage will be in breach of any applicable laws, regulation or orders of any state or country to be flown from, into or over,
- If you do not present a valid ticket issued by us or you have not paid the fare for journey (including any taxes, fees or charges) or you present a ticket which has been reported lost or stolen or the ticket you present is torn or damaged or altered without any authorisation,
- If you fail to convince us that you are the person named on the ticket.
- If you fail to complete the check in process by the check-in deadlines or if you fail to arrive at the boarding gate on time,
- We may decide at our sole discretion not to carry the following persons for operational and safety or security measures:
  - unaccompanied children;
  - pregnant women
  - passengers who are ill, or
  - passengers who need special assistance.

## 7.2 Banning

We may refuse to carry you or your baggage if we issued to you a banning notice and you buy a ticket from us while the banning notice is still in force against you. In case we refuse to carry you, we will refund the fare to you less reasonable administrative charges.

A banning notice issued to you by us means a written notice we give you to inform you that you are banned from being carried on all flights we operate. It will mention the date when the ban comes in force and the period for which it is in force.

## 8. Baggage

### 8.1 Free Baggage Allowance

You may carry some Baggage, free of charge. Your free baggage allowance will be shown on your ticket or in case of an electronic ticket, on your itinerary and receipt and will depend on our conditions and limitations applying at the time of the flight. You may request for further information from us or our from us or our authorised agents.

### 8.2 Excess Baggage

We may refuse to carry baggage in excess of the free baggage allowance. In the event that we accept your baggage, you will be required to pay a charge. These rates are available from us or our authorised agents upon request.

### 8.3 Items Unacceptable as Baggage

#### 8.3.1 You must not carry the following in your Baggage:

Items which are likely to endanger the aircraft or persons or property on board the aircraft. These include the items specified in the International Civil Aviation Organisation (ICAO) Technical instructions for the safe Transport of Dangerous (IATA) Dangerous Goods Regulations, (a list of such item is available upon requests).

Items the carriage of which is prohibited by law.

Items the carriage of which is prohibited by us.

Items which are reasonably considered by us to be unsuitable for carriage because they are dangerous, unsafe, too heavy, too big, fragile or perishable or because of their shape and character.

In deciding whether any item is unsuitable for carriage, we take the type of aircraft being used into account.

#### 8.3.2 Firearms and Ammunition

Certain types of firearms and ammunition may be accepted as checked baggage and we will not allow you do take them into the aircraft cabin. You must ascertain you have all necessary documents for firearms and ammunition. If you do not, we may decide not to carry them.

You must communicate to us your intention to carry these types of firearms and ammunition in advance;

at no rate less than 48 hours before departure.

All firearms carried as checked baggage must be unloaded with the safety catch on, and suitably packed. Carriage of ammunition and firearms is subject to ICAO and IATA regulations.

#### 8.3.3 Items you must not carry

You must not carry any item into the aircraft cabin if we tell you that we reasonably believed that it would affect the safety and security of the aircraft or any person in it.

Weapon such as antique toy or replica bows and arrows or similar weapons or firearms, swords, knives may be accepted as Checked Baggage, at our discretion, but will not be permitted in the cabin of the aircraft.

You must not include in your checked baggage fragile or perishable items or items value such as: money, jewellery, precious metals, computers, personal electronic devices, negotiable papers, securities or other valuables, business documents, passports and other identification documents.

If, despite being prohibited, any items referred in 8.3.1, 8.3.2 and 8.3.3 are included in your baggage, we shall not be responsible for any loss or damage to such items.

#### 8.4 Rights to Refuse Carriage

We may refuse to accept baggage for carriage if we reasonably believed that it is not properly and securely packed in suitable containers.

#### 8.5 Right of Search

For reasons of safety and security we may request that you permit a search and/or screen of your person and a search, screen or X-ray of your Baggage. If you are not available, your Baggage may be searched in your absence. If you are unwilling to comply with such request we may refuse to carry you and your Baggage. In the event a search or screening causes Damage to you, or an X-ray or screening causes damage to your Baggage, we shall not be liable for such Damage unless it was caused exclusively by our wilful negligence.

#### 8.6 Checked Baggage

8.6.1 When you check-in your baggage we will issue a Baggage Identification Tag for each piece of your Checked Baggage.

8.6.2 Your Checked Baggage must have your name affixed to it.

8.6.3 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 another flight. If your Checked Baggage is carried on another flight we will deliver it to you, unless applicable law required you to be present for clearance.

8.6.4 Any single piece of baggage weighing more than 32kg will not be carried by us.

#### 8.7 Unchecked Baggage

8.7.1 We have maximum dimensions and/or weight for Unchecked Baggage. Unchecked baggage carried into the aircraft must fit under the seat in front of you or in an enclosed storage compartment in the cabin of the aircraft.

If your unchecked Baggage is larger than the maximum dimensions or weight, or does not fit in the seat in front of you or in an enclosed storage compartment or is considered unsafe for any reason, it must be carried as Checked Baggage.

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

#### 8.8 Collection and Delivery of Checked Baggage

8.8.1 Subject to Article 8.6.3, 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 a reasonable time, we may charge you a storage fee. If your Checked Baggage is not claimed within three (3) months of the time it is made available, we may dispose of it without any liability to you.

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

8.8.3 If a person 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 the Baggage.

## 8.9 Animals

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

8.9.1 You must ensure that animals such as 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.

8.9.2 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.

8.9.3 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.

8.9.4 Unless carriage is 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 agreed to carry unless we have been grossly negligent.

We will have no liability in respect of any such animal because you do not have 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. The person carrying the animal must reimburse us for any fines, costs, losses or liabilities reasonably imposed or incurred by us because you did not have these documents.

## 9. Schedules, Delays, Cancellation of Flights

### 9.1 Schedules

The flight times shown in timetables may change between the date of publication and the date you actually travel. We do not guarantee them to you and they do not form part of your contract with us.

Before we accept your booking, we or our authorised agent will notify you of the scheduled flight time in effect as of that time, and it will be shown on your Ticket or itinerary and receipt. It is possible we may need to change the scheduled flight time subsequent issuance of your Ticket. If you provide us or our authorised agent with contact information, we will endeavour to notify you of any such changes.

If, after you purchase your Ticket, we make a significant change to the scheduled flight time, which is not acceptable to you, and we or our authorised agent are unable to book you on an alternative flight which is acceptable to you, you will be entitled to a refund in accordance with Article 10.2.

### 9.2 Cancellation, Rerouting, Delays, etc

9.2.1 We will take all necessary measure to avoid delay in carrying you and your baggage. In the exercise of these measures and in order to prevent a flight cancellation, in exceptional circumstances, we may arrange for a flight to be operated on our behalf by an alternative carrier and/or aircraft or by both.

9.2.2 If we cancel a flight, fail to operate a flight reasonably according to the schedule, fail to stop at your destination or stopover destination, or cause you to miss a connecting flight on which you hold a confirmed reservation, we shall, at your option, either:

9.2.2.1 Carry you at the earliest opportunity on another of our schedule services on which a seat is available without additional charge and, where necessary, extend the validity period of your Ticket: or

9.2.2.2 Within a reasonable period of time re-route you to the destination shown on your Ticket either using our services or those of another carrier, or by other mutually agreed means and class of transportation without additional charge. If the fare and charges for the revised routing are lower than what you have paid, we will be entitled to a refund; or

9.2.2.3 Make a refund in accordance with the provisions of Article 10.

The above 3 remedies are the only remedies available to you. We will have no further liability to you except as may be provided for by the applicable convention.

9.2.3 If we are unable to provide seats on a flight for which passengers have both a valid ticket and a confirmed reservation, we shall provide compensation to those Passengers denied boarding in accordance with applicable laws and according to our policy.

## 10. Refunds

### 10.1 Fares Rules

We will refund a Ticket or any unused part of it and any taxes, fees and charges in accordance with our fare rules or Tariff, as follows:

10.1.1 Except as otherwise provided in this Article, we shall make a refund either to the person named in the Ticket or, to the person who has paid for the Ticket. You must prove to us that you are the person named on the ticket or the person who paid for the ticket.

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

10.1.3 Except in the case of a lost Ticket, refund will only be made to you if you surrender to us the Ticket and all unused Flight Coupons.

### 10.2 Involuntary Refunds

10.2.1 If we cancel a flight, fail to operate a flight reasonably according to schedule, fail to stop at your destination or Stopover, or cause you to miss a connecting flight on which you hold a confirmed reservation, fail to carry you because a banning is in force against you, the amount of the refund shall be:

10.2.1.1 If no portion of the Ticket has been used, an amount equal to the fare paid and any taxes, fees and charges you have paid.

10.2.1.2 If a portion of the Ticket has been used, the refund will be not less than the difference between the fare Paid and any taxes, fees and charges you have paid and the applicable fare, taxes, fees and charges for travel between the points for which the Ticket has been used by you.

### 10.3 Voluntary Refunds

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

10.3.1.1 If no portion of the Ticket has been used, an amount equal to the fare and taxes, fees and charges paid, less any reasonable service charges and cancellation fees;

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

### 10.4 Right to Refuse Refund

10.4.1 We may refuse a refund if you apply for it after the expiry of the validity of the Ticket.

10.4.2 We may refuse a refund on a Ticket when you arrived in a country and you presented to us, or to Government officials, your ticket as evidence of your intention to depart from that country, unless you establish to our satisfaction that you have permission to remain in the country or that you will depart from the country by another carrier or another means of transport

### 10.5 Currency

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

### 10.6 By Whom Ticket Refundable

We will only make a voluntary refund of your ticket if we or our authorised agent issued the ticket and we or our authorised agent have authorised the refund.

## 11. Conduct Aboard Aircraft

### 11.1 Unaccepted Behaviour on the Aircraft

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

- put the aircraft, or any person in it, in danger;
- interfered with the crew in carrying out their duties;
- failed to obey the instructions of the crew;
- committed a criminal offence;
- consumed drugs or excess alcohol;
- made a hoax bomb threat;
- threatened, abused or insulted the crew or other passengers;

- assaulted or acted in a disorderly way towards the crew or other passengers; or
- behaved in a way which causes discomfort, inconvenience, damage or injury to the crew or other passengers;

We may take measures we think reasonable to prevent you continuing your behaviour.

When the aircraft lands, we may decide to:

- make you leave the aircraft;
- refuse to carry you for any period of time we deem fit.
- Report the incident on board the aircraft to the Police.

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

#### 11.2 Electronic Devices

For safety reasons, we may not allow you aboard the aircraft to use electronic equipment devices, including mobile telephones, laptop computers, portable recorders, portable radios, CD players, MP3 cassette electronic games or transmitting devices, including radio controlled toys and walkie-talkies. Operation of hearing aids and heart pacemakers is permitted.

### 12. Arrangement for Additional Services

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

12.2 If we are also providing surface transportation to you other conditions will apply to such surface transportation. Such conditions are available from us or our authorised agent upon request.

### 13. Administrative Formalities

#### 13.1 General

13.1.1 It is your responsibility to obtain all required travel documents including passports, health certificate, entry requirements and visas and we shall not be liable if you are denied entry in any country as a result of your failure to hold the required travel documents.

You must comply with all laws, regulations orders, demands and travel requirements of countries you fly from, enter or travel through or in which you transit and we shall not be liable if you do not obey any law.

13.1.2 We shall not be liable to you if:

(i) you fail to obtain all necessary documents including passport, health certificates, visa, or other travel documents

(ii) your passport, health certificates, visa or other travel documents are invalid.

#### 13.2 Travel Documents

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

#### 13.3 Refusal of Entry

If you are denied entry into any country, you will be responsible to reimburse any fine, penalty or charge assessed against us by the Government concerned and any detention costs we are charged, for transporting you from that country and other costs we reasonably pay or are asked to pay. The fare collected for carriage to the point of refusal or denied entry will not be refunded by us.

#### 13.4 Passenger Responsible for Fines, Detention Costs, etc...

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

We may take this amount from the value of any unused part of your ticket, or any of your funds in our

possession.

#### 13.5 Customs Inspection

If required, you shall attend inspection of your Baggage, by customs or other Government officials. We are not liable to you for any loss or damage suffered by you in the course of such inspection or through your failure to comply with this requirement

#### 13.6 Security Inspection

You must allow Governments airport officials, other Carriers or us to carry out screening of you or your baggage.

### 14. Successive Carriers

Carriage to be performed by us and other Carriers under one Ticket, or a Conjunction Ticket is regarded as a single operation for the purposes of the Convention. However, your attention is drawn to Article 15.1.2(b).

### 15. Liability for Damage

15.1 Liability Provisions The liability of Air Mauritius Limited and each Carrier involved in your journey will be determined by its own Conditions of Carriage as the case may be. Our liability provisions are as follows:

15.1.1 Unless otherwise stated herein, international travel, as defined in the Convention, is subject to the liability rules of the Convention and the provisions of these Conditions of Carriage.

15.1.2 Where your carriage is not subject to the liability rules of the Convention, the following rules shall apply:

- Carrier shall be liable for damage to a passenger or his checked baggage only if such damage has been caused by the negligence of Carrier. If there has been contributory negligence on the part of the passenger, Carrier's liability shall be subject to the applicable law relating to contributory negligence.
- With respect to delay, carrier shall be under no liability except as provided in these conditions of carriage.

15.1.2(a) Any liability we have for Damage, will be reduce by any negligence on your part which causes or contributes to the Damage in accordance with applicable law.

15.1.2(b) We will be liable for Damage occurring during carriage on flights or flight segments where our Airline Designator Code appears in the carrier box of the Ticket for that flight or flight segment. 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 take a claim against the first or last carrier.

15.1.2(c) We will not be liable for Damage to Unchecked Baggage unless such Damage is caused by our negligence. If there has been contributory negligence on the part of the passenger, carrier's liability shall be subject to the applicable law relating to contributory negligence.

15.1.2(d) 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 same.

15.1.2(e) Except in the case of an act or omission done by you with intent to cause Damage or your act or omission is done recklessly and with knowledge that Damage would probably result, our liability in the case of Damage to Checked Baggage shall be limited to SDR 17 per kilogram and in the case of Damage to Unchecked Baggage shall be limited to SDR 332 per passenger, provided that if in accordance with applicable law different limits of liability are applicable 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 higher declared value.

15.1.2(f) Except where other specific provision is made in these conditions, we shall be liable to you only for recoverable compensatory Damages (excluding consequential damages) for proven losses and cost in accordance with the Convention.

15.1.2(g) 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.

15.1.2(h) We shall have no liability whatsoever for Damage to articles not permitted to be contained in Checked Baggage under 8.3, including fragile or perishable items, items having a special value, such as money, jewellery, precious metals, computers, personal electronic devices, negotiable papers securities, or other valuables, business documents, passport and other identification documents or samples.

15.1.2(i) We are not responsible for any illness, injury or disability, including death, attributable to your physical condition or for the aggravation of such condition.

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

15.1.2(k) 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.

#### 15.2 Special Agreement

Special agreement applicable to carriage, from or with an agreed stopping place in the United States of America (see applicable U.S Tariffs).

We shall avail ourselves of the limitation of liability provided in the Convention. However, in accordance with Article 22(1) of the Convention Air Mauritius Limited and certain other carriers agree that as to all international carriage by such airlines to which the Convention applies and which according to the Contract of carriage includes a point in the United States of America as a point of origin, a point of destination or agreed stopping place:

(i) the limit of liability for each Passenger for death, wounding or other bodily injury shall be the sum of US \$ 75,000 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;

(ii) such carriers shall not, with respect to any claim arising out of the death, wounding or other bodily injury of a Passenger, avail themselves of any defence under Article 20(1) of the Convention.

Nothing herein shall be deemed to affect the rights and liabilities of such airlines with regard to any claim brought by, on behalf of, or in respect of, any person who has caused Damage which resulted in death, wounding, or other bodily injury of a Passenger.

The names of carriers' party to the arrangement referred to in this Paragraph are available at all Ticket offices of such carriers, and may be examined on request. Each of such carriers' has entered into the said agreement solely on its own behalf and with respect to carriage performed by it and has not thereby imposed any liability on any other airlines with respect to the portion of the carriage performed by such other carrier or assumed any liability with respect to the portion of the carriage performed by such other carrier.

## 16. Time Limitations on Claims and Actions

### 16.1 Notice of Claims

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. If you wish to file a claim or an action regarding Damage to Checked Baggage, you must notify us within seven (7) Days from the date the Baggage has been placed at your disposal. Every such notification must be made in writing.

### 16.2 Limitation of Actions

Any right to Damage shall be extinguished if an action is not brought within two years of the date of arrival at destination, or the date on which the aircraft was scheduled to arrive, or the period of limitation shall be determined by the law of the court where the case is heard.

## **17. Other Conditions**

Carriage of you and your Baggage is also provided in accordance with certain other regulations and conditions applying to or adopted by us. These regulations and conditions as varied from time to time are important. They concern among other things; the carriage of unaccompanied minors, pregnant women, and sick passengers, restrictions on use of electronic devices and items, the on board consumptions of alcoholic beverages.

Regulations and Conditions concerning these matters are available from us upon request.

## **18. 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.