

GENERAL CONDITIONS OF CARRIAGE FOR PASSENGERS AND BAGGAGE



Effective Date from: 01 December 2011

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

HONG KONG DRAGON AIRLINES LIMITED

**Co-ordinated & distributed by Corporate Risk Management
(Group Insurance Team)**

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ARTICLE 1: WHAT PARTICULAR EXPRESSIONS MEAN IN THESE CONDITIONS

As these Conditions are read, please remember that:

“We”, “our” and “us” means Hong Kong Dragon Airlines Limited (“Dragonair”).

“You”, “your” and “yourself” means any person, except members of the crew, carried or to be carried in an aircraft with our consent (See also definition for “Passenger”).

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

“**AIRLINE DESIGNATOR CODE**” means two-characters or three letters which identify particular air carriers.

“**AUTHORISED AGENT**” means a passenger sales Agent who has been appointed by us to represent us in the sale of air transportation over our services and, when authorised, over the services of other air carriers.

“**BAGGAGE**” means your personal property accompanying you in connection with your trip. Unless otherwise specified, it includes both your Checked and Unchecked Baggage.

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

“**BAGGAGE IDENTIFICATION TAG**” means a document issued solely for identification of Checked Baggage.

“**CARRIER**” means the air carrier whose airline designator code appears on your Ticket or on a Conjunction Ticket.

“**CHECKED BAGGAGE**” means Baggage of which we take sole custody and for which we have issued a Baggage Check.

“**CHECK-IN DEADLINE**” means the time limit specified by the airline by which you must have completed check-in formalities and received your boarding pass.

“**CONDITIONS OF CARRIAGE**” means these conditions of carriage or another carrier's conditions of carriage as the case may be.

“**CONDITIONS OF CONTRACT**” means those statements contained in or delivered with your paper or Electronic Ticket (Itinerary Receipt) which incorporate by reference these Conditions of Carriage, and notices(s).

“**CONNECTING FLIGHT**” means a subsequent flight providing onward travel on the same ticket or on a conjunction ticket.

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

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

“DAMAGE” means death or wounding of a Passenger, or any other bodily injury suffered by a Passenger caused by an accident on board the aircraft or during any of the operations of embarking or disembarking. It also means damage sustained in the event of the destruction of or the total or the partial loss of or damage to Baggage which occurs during Carriage by air. Additionally, it means damage occasioned by the delay in the Carriage by air of Passengers and 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; and that for purposes of determining duration of validity the day upon which the ticket is issued or the flight commenced, shall not be counted.

“ELECTRONIC COUPON” means an Electronic Flight Coupon or other value document held in our database.

“ELECTRONIC TICKET” means the Itinerary Receipt issued by us or on our behalf, the Electronic Coupons and, if applicable, a boarding document.

“FLIGHT COUPON” means that portion of the ticket that bears the notation “good for passage” and indicates the particular places between which passenger is 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 has been exercised.

“IMMEDIATE FAMILY” means your spouse, your children (including legally 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 Montreal Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Montreal, 28 May 1999.

“ITINERARY RECEIPT” means a document on documents we issue as a Ticket to Passengers travelling on Electronic Tickets that contains the Passenger’s name, Flight Information and Notices.

“NORMAL FARES” means the highest fare established for a first, or business, or economy/tourist class service during the period of applicability.

“PASSENGER” means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket (see also definition of “you”, “your” and “yourself”).

“PASSENGER COUPON” or **“PASSENGER RECEIPT”** means that portion of the ticket issued by or on behalf of Carrier, which is so marked and which ultimately is to be retained by you.

“RESERVATION BOOKING DESIGNATOR” means the booking code assigned to booking made in accordance with applicable fare type of the appropriate class of service.

“SPECIAL DRAWING RIGHT” means the composite unit of currency that is the official unit of exchange of the International Monetary Fund. The currency values of the Special Drawing Right fluctuate and are recalculated each banking day. These values are known to most commercial banks and are reported regularly in leading financial journals as well as the International Monetary Fund website of www.imf.org.

“SPECIAL FARE” or **“PROMOTIONAL FARE”** means a fare other than the normal fare.

“SUCCESSIVE CARRIER” means one of several carriers which performs carriage under one ticket or under a ticket and any conjunction ticket issued in connection therewith, which is regarded as a single operation for purposes of determining the applicability of the Montreal Convention to the transportation.

“STOPOVER” means a deliberate interruption of the journey by the passenger, at an intermediate point and is not scheduled to depart on the date of arrival, or within 24 hours of arrival if there is no connection on the date of arrival.

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

“TICKET” means the document entitled “Passenger Ticket and Baggage Check” or the Itinerary/Receipt of the Electronic Ticket delivered to the Passenger, in each case issued by us or on our behalf and includes the Conditions of Contract and Notices and the flight and passenger coupons contained therein.

“TRANSACTION RECORD” means a document or documents issued to Passengers purchasing an Electronic Ticket.

“UNCHECKED BAGGAGE” means any of your baggage, other than Checked Baggage including all items you brought with you into the aircraft cabin.

“WARSAW 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; or

the Warsaw Convention as amended at The Hague on 28 September 1955; or

the Warsaw Convention as amended by Additional Protocol No. 1 of Montreal (1975); or

the Warsaw Convention as amended at The Hague and by Additional Protocol No.2 of Montreal (1975); or

the Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975); or

Guadalajara Supplementary Convention (1961) (Guadalajara).

ARTICLE 2: APPLICABILITY

2.1 General

- (a) Except as provided in paragraphs 2-5 hereof, these Conditions of Carriage and Carrier's Regulations apply to all Flights operated by us and in any case where we have a legal liability to you in relation to your Flight.
- (b) These Conditions also apply to gratuitous and reduced fare carriage except to the extent that we have provided otherwise in our rules or regulations or in the relevant contracts, passes or tickets.

2.2 Charters

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

2.3 Codeshares

On some services we may have arrangements with other carriers known as "Codeshares". 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 we will advise you of the carrier operating the aircraft at the time you make a reservation.

2.4 Overriding Law

Carriage hereunder is subject to the rules and limitations relating to liability established by the applicable Convention, unless such carriage is not 'international carriage' as defined by that Convention.

To the extent that any provision contained or referred to herein is contrary to anything contained in the Convention where applicable and in any applicable laws, government regulations, orders or requirements that cannot be waived by

agreement of the parties, such provision shall not apply. The invalidity of any provision shall not affect the validity of any other provisions which shall nevertheless remain valid.

2.5 **Conditions Prevail Over Regulations**

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

ARTICLE 3: TICKETS

3.1 **Ticket As Principal Evidence of Contract**

The ticket constitutes prima facie evidence of the contract of carriage between Carrier and the passenger named on the ticket. The Conditions of Contract contained in the ticket are a summary of some of the provisions of these Conditions of Carriage.

3.2 **Requirement for Ticket** Except in the case of Electronic Ticket, you will not be entitled to be carried on a flight unless you present a Ticket valid and duly issued in accordance with our regulations and containing the Flight Coupon for that flight and all other unused Flight Coupons and the Passenger Coupon. You will not be entitled to be carried if the ticket presented is mutilated or if it has been altered otherwise than by us or our Authorized Agent.

3.3 **Loss, etc, of Ticket** In case of loss or mutilation of a Ticket, or part of it, or non-presentation of a Ticket containing the Passenger Coupon and all unused Flight Coupons, upon your request, we will replace such Ticket or part thereof by issuing a new Ticket on receipt of proof satisfactory to us that a Ticket valid for the flights in question was duly issued and you sign an agreement to reimburse us for any costs or losses up to the value of the original Ticket which are necessarily and reasonably incurred by us or another Carrier for misuses of the Ticket.

3.4 **Ticket Not Transferable**

- (a) The Ticket is and remains at all times the property of the issuing Carrier.
- (b) You cannot transfer your Ticket. If a Ticket is presented by someone other than the person entitled to be carried, thereunder or to a refund in connection therewith, we shall not be liable to the person so entitled if in good faith we provide carriage or makes a refund to the person presenting the Ticket.
- (c) Each Flight Coupon will be accepted for carriage in the class of service specified therein on the date and flight for which accommodation has been reserved. When Flight Coupons are issued without a reservation

being specified thereon, space will be reserved on application subject to availability of space on the flight.

3.5 Period of Validity

A Ticket is valid for carriage for one year from the date of commencement of travel or if no portion of the Ticket is used, from the date of issue thereof, except as otherwise provided in the Ticket which is issued at other than normal fare is valid for carriage or for refund only for the period and subject to the Conditions prescribed in our regulations or in the Ticket itself.

3.6 Extension of Validity

- (a) If you are prevented from travelling within the period of validity of the Ticket because we:
 - (i) cancel the flight on which you hold a reservation; or
 - (ii) omit a scheduled stop, being your place of departure, place of destination or a stopover; or
 - (iii) fail to operate a flight reasonably according to schedule; or
 - (iv) cause you to miss a connection; or
 - (v) substitute a different class of service; or
 - (vi) are unable to provide previously confirmed space;

the validity of your ticket will be extended until the first flight on which space is available in the class of service for which the fare has been paid.

- (b) When you hold a normal fare Ticket, or a special fare ticket which has the same validity as a normal fare Ticket, and you are prevented from travelling within the period of validity of the Ticket because at the time you request a reservation we are unable to provide space on the flight, the validity of such Ticket will be extended until the first flight on which space is available in the class of service for which the fare has been paid, but not for more than seven days, in accordance with our regulations.
- (c) If having commenced your journey, you are prevented from travelling within the period of validity of the Ticket by reason of illness, we will extend (provided such extension is not precluded by our regulations applicable to the fare paid by you) the period of validity of your Ticket until the date when you become fit to travel according to a medical certificate, 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. 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, subject to our regulations, will be extended for not more than three months from the date shown on such certificate in the case of a normal fare Ticket or a special Ticket having the same validity as a normal fare Ticket, and for not more than seven days in any other case. In such circumstances, we will extend similarly the period of validity of Tickets of other members of your immediate family accompanying you.

- (d) 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 a 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 accompanying the Passenger may be likewise modified. Any such modification shall be made upon receipt of a proper 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.

3.7 Flight Coupon Sequence

- (a) The Ticket you have purchased is valid only for the transportation shown on the Ticket from the place of departure via any Agreed Stopping Places to the final destination. The fare you have paid is based on our Tariff and is calculated on the basis of the entire journey shown on the Ticket. It forms an essential part of our contract with you. We will honour Flight Coupons and carriage with us only in sequence from the original place of departure to the place of destination as shown on the Ticket. The Ticket may not be valid and we may not honour the Passenger's Ticket if the Flight Coupon for travel has not been used and the Passenger commences his or her journey at any Stopover or Agreed Stopping Place.
- (b) Should you wish to change any aspect of your transportation, you must contact us in advance. The fare for your new transportation will be calculated and you will be given the option of accepting the new price on 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 practicable and we will use reasonable efforts to transport you to your next Stopover or final destination.
- (c) Should you change your transportation without our agreement, we will assess the reasonable price for your actual travel. You will be required to pay any difference between the price you have paid and the total price applicable to your revised transportation. We will refund you the difference if the new price is lower but otherwise, your unused Coupons have no value.
- (d) Please be aware that while some types of changes will not result in a change of fare, others, such as changing the place of departure (for

example, if you do not fly the first segment) or reversing the direction you travel, can result in an increase in price. 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.

- (e) Each Flight Coupon contained in your Ticket will be accepted for carriage in the class of service specified therein on the date and flight for which accommodation has been reserved. When a Ticket is issued without a reservation being specified thereon, space will be reserved on application subject to the conditions of the relevant fare and the availability of space on the flight applied for.
- (f) Please be advised that in the event you do not show up for any Flight without advising us in advance, we may cancel your return or onward reservations. However, if you advise us in advance, we will not cancel your subsequent Flight reservations.
- (g) The Passenger coupon and all unused Flight Coupons not previously surrendered to us shall be retained by you throughout your journey and shall be produced and the applicable Flight Coupons surrendered to us at our request.

3.8 Name and Address of Carrier

Our name may be abbreviated to our Airline Designator Code, or otherwise in the Ticket. Our address shall be deemed to be the city or the airport of departure shown opposite the first abbreviation of our name in the “Carrier” box in the Ticket or in the case of an Electronic Ticket, as indicated for our first Flight segment in the Itinerary Receipt.

ARTICLE 4: STOPOVERS AND AGREED STOPPING PLACES

4.1 When Stopovers Permitted

Stopovers may be permitted at Agreed Stopping Places subject to Government requirements and our regulations. Additional charges may be payable.

4.2 Advance Arrangements Required

Stopovers will be permitted only if arranged with us in advance and provided for in the Ticket.

4.3 Agreed Stopping Places

For the purposes of the Convention and of these Conditions the Agreed Stopping Places (which may be altered by Carrier in accordance with Article 11) are those places, except the place of departure and the place of destination, set forth in the Ticket or as shown in Carrier’s timetables as scheduled stopping places on the Passenger’s route.

ARTICLE 5: FARES, TAXES, FEES, CHARGES AND ROUTINGS

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 land (road, rail and maritime) transport service between airports and between airports and town terminals, unless our regulations provide that such ground transport will be furnished without additional charge. Your fare will be calculated in accordance with our Tariff in effect on the date of payment of your ticket for travel on the specific dates and itinerary shown on it. Should you change your itinerary or dates of travel, this may change the fare to be paid.

5.2 Applicable Fares

Applicable fares for carriage governed by these Conditions are those published by or on behalf of Carrier, or if not so published, constructed in accordance with Carrier's Regulations. Subject to government requirements and our regulations, 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. When the amount that has been collected is not the applicable fare the difference shall be paid by you, or, as the case may be, refunded by us, in accordance with our regulations. When the amount paid is not relevant to the Reservation Booking Designator of the ticket, the difference of the applicable fare shall be paid by you.

5.3 Priority of Fares

Unless otherwise provided in our regulations, a published fare takes priority over the combination of intermediate fares applicable to the same class of service between the same points via the same routing.

5.4 Routing

Unless otherwise provided in our regulations, fares apply in either direction and only to routings published in connection therewith. If there is more than one routing at the same fare, the passenger prior to issue of the ticket, may specify the routing; if no routing is specified, we may determine the routing.

5.5 Charges, Surcharges, Fees and Taxes

5.5.1 Applicable charges, surcharges, fees and taxes imposed by government or other authority, or by the operator of an airport shall be payable by you. At the time you purchase your Ticket, you will be advised of charges, surcharges, fees and taxes not included in the fare, most of which will normally be shown separately on the Ticket. The charges, surcharges, fees and taxes imposed on air travel are constantly changing and can be imposed after the date of Ticket issuance. If there is an increase in charge, surcharge, fee or tax shown on the Ticket, you will be obliged to pay it. Likewise, if a new charge, surcharge, fee or tax is imposed even after Ticket issuance, you will be obliged to pay it.

Similarly, in the event any charges, surcharges, fees or taxes which you have paid to us at the time of Ticket issuance are abolished or reduced such that they no longer apply to you, or a lesser amount is due, you will be entitled to claim a refund subject to the payment of any administration fee as we may determine as applicable to such refund.

- 5.5.2 Certain additional charges, surcharges or fees imposed by us or by another Carrier shall also be payable by you. Such charges, surcharges or fees will normally be incurred at the time you purchase your Ticket and may be refunded only at our absolute discretion or in accordance with any applicable rules or policies that we may have published and, in either case, subject to the payment of any administrative fee as we may determine as applicable to such refund. However, because these charges, surcharges or fees are subject to change, we reserve the right, except as limited by applicable law, to require you to pay new charges, surcharges or fees (or increases to existing ones) at any time up until the flight to which the relevant charges, surcharges or fees may apply has been fully performed.

5.6 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 Agents, at or before the time payment is made (for example, because of the non-convertibility of the local currency). We may, at our discretion, accept payment in another currency.

5.7 Payment of Fares and Charges

We shall not be obliged to carry, and may refuse onward carriage of you or your baggage, if the applicable fare or any charges or taxes payable have not been paid, or if credit arrangements agreed between us and you (or the person paying for the ticket) have not been complied with. If we refuse to carry you or your baggage in accordance with the provisions of this paragraph, our sole liability shall be to refund any amount that may be payable under Article 12.3 of these Conditions.

5.8 Fare Calculation

Fare shall be construed in accordance with the applicable IATA fare construction rules and subject to Carrier(s)' regulations and/or government(s)' requirements.

ARTICLE 6: CHANGES TO TICKET OR SCHEDULES, MISSED CONNECTIONS

6.1 Changes Requested by Passenger

Any request to effect changes to your Ticket will be subject to our regulations

6.2 Cancellation, Changes of Schedules, etc.

If due to circumstances beyond our control we cancel a flight, or fail/delay to operate a Flight reasonably according to schedules, or substitute a different type of equipment or different class of service, or are unable to provide previously confirmed space, or we cause you to miss a connecting flight on which you hold a reservation, we, with due consideration to your reasonable interests, shall either:

- (a) carry you on another of our scheduled passenger services on which space is available; or
- (b) re-route you to the destination indicated on the ticket or applicable portion thereof by our own scheduled services or the scheduled services of another carrier, or by means of surface transportation. If the sum of the fare, excess baggage charges, and any applicable service charge for the revised routing is higher than the refund value of the ticket or applicable portion thereof as determined under Article 12.3, 12.4 and 12.5, we shall not ask for an additional fare or charge from you, and shall refund the difference if the fare and charges for the revised routing are lower; or
- (c) make a refund in accordance with the provisions of Article 12.3, 12.4 and 12.5, and shall be under no further liability to you.

ARTICLE 7: RESERVATIONS

7.1 Reservation Requirements

- (a) Reservations are not confirmed until recorded as accepted by us or our Authorised Agents. Upon request, we will provide you with written confirmation of your reservation(s).
- (b) As provided in our regulations, certain fares may have conditions which limit or exclude your right to change or cancel reservations. You should check the conditions that apply to your fare and we accept no responsibility for your failure to do so.

7.2 Ticketing Time Limits

If you have not paid for the Ticket (or made credit arrangements with us) prior to the specified ticketing time limit as advised by us or our Authorised Agents, we may cancel your reservation.

7.3 Personal Data

You recognise that personal data has been given to us for the purposes of making a reservation, purchasing and issuing a Ticket, providing you with

your transportation and any related services and facilities, accounting, billing and auditing, verifying and screening credit or other payment cards; immigration and customs control; safety, security, health, administrative and legal purposes, statistical and marketing analysis, operating frequent flyer programmes, systems testing, maintenance and development; customer relations, helping us in any future dealings with you; and direct marketing and market research (which we will only do at your request or with your consent or if we give you the opportunity to opt out and for obtaining ancillary services. For these purposes you authorize us to retain such data as long as it is needed to perform these tasks and to transmit it to our own offices Authorised Agents, government agencies, other carriers or the providers of such services, in whatever country they may be located. You may be required by government regulations to provide specific personal data or information to us including information to enable us to notify immediate family members in the event of an emergency and other purposes associated with or incidental to your carriage. We shall not be liable to you for any loss or expense incurred due to our use or transmission of any personal data provided to us unless the loss or expense was due to our negligence. We may also monitor and/or record your telephone conversations with us to ensure consistent service levels, prevent/detect fraud and for training purposes.

7.4 Seating

We will endeavour to honour advance seating requests. However, we cannot guarantee to provide any particular seat in the aircraft and we reserve the right to assign or re-assign seats at any time, even after boarding. This may be necessary for operational, safety or security reasons. We will make reasonable seating accommodations for Passengers with disabilities in accordance with applicable law.

7.5 Service Charge When Space Not Occupied

A service charge, in accordance with our regulations, may be payable by you if you fail to use space for which a reservation has been made.

7.6 Reconfirmation of Reservations

Onward or return reservations may be subject to the requirement to reconfirm the reservation in accordance with and within the time limits specified in our own or another carrier's regulations. Failure to comply with any such requirement may result in cancellation of any onward or return reservations.

7.7 Cancellation of Onward Reservations Made by Carrier

If you fail to occupy space that has been reserved for you on a flight, we shall be entitled to cancel or to request cancellation of any onward or return reservations that we have made or procured for you.

7.8 Communication Expenses

You may be charged for communication expenses incurred by us as a result of a request in connection with your reservation or journey other than communication expenses incurred in securing your original reservation on a flight.

7.9 Special Services

- (a) We will try to ensure that special services requested by you when you make your reservation, such as religious or dietary meals, or wheelchairs from the airport check-in to the aircraft are available. No charge will be made to you for the provision of such services. We will not, however, be liable to you for loss, expense, breach of contract or other damage should we, for any reason, be unable to supply such previously requested service.(b) If you are a passenger with a disability and you require special assistance, you should inform us at the time of booking of your special assistance needs so that we may have adequate time to make appropriate arrangements.
- (c) If you are a passenger with a disability, we will assist you in reaching those locations where arrangements have been made to provide your special needs. If you do not inform us at the time of your special needs, we will nonetheless use reasonable efforts to accommodate your special needs.
- (d) We may require that you travel with an attendant if it is essential for safety or you are unable to physically assist in your evacuation from the aircraft or you are unable to understand safety instructions.
- (e) We reserve the right to cease accepting passengers who must travel on a stretcher on any flight.
- (f) On flights where medical oxygen is permitted you may be charged for the service of medical oxygen and you may be required to be accompanied by an attendant.

7.10 Onboard Services

For operational reasons, we do not make guarantees about the provision/availability of in-flight entertainment equipment and advertised programmes; advertised special meals or any other type of meals; or the availability of advertised in-flight services.

ARTICLE 8: CHECK-IN

You must arrive at our check-in location and boarding gate sufficiently in advance of the departure of your flight to permit completion of any government formalities and departure procedures and in any event you must arrive at our check-in location not later than 1 hour prior to flight departure. If you fail to arrive in time at the check-in

location or boarding gate or appear improperly documented and not ready to travel, we may cancel the space reserved for you and will not delay the flight. We are not liable to you for loss or expense due to your failure to comply with the provisions of this Article.

ARTICLE 9: REFUSAL AND LIMITATION OF CARRIAGE

9.1 Right to Refuse Carriage

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

- (a) such action is necessary in order to comply with any applicable government laws, regulations or orders of any state or country to be flown from, into or over; or
- (b) your conduct, age or mental or physical state (including your impairment from alcohol or drugs):
 - (i) cause discomfort or make yourself objectionable to other passengers; or
 - (ii) present a safety or hazard or risk to yourself or to other passengers, crew or third persons or to property; or
- (c) you have committed misconduct on another flight and such conduct may be repeated; or
- (d) such action is necessary because you have failed to observe our instructions; or
- (e) you have refused to submit to a security check; or
- (f) the applicable fare or any charges or taxes payable have not been paid, or credit arrangements agreed between us and you for the person paying for the tickets have not been complied with; or
- (g) you do not appear to have valid travel documents, may seek to enter a country through which you may be in transit, or for which you do not have valid travel documents, or destroy your travel documents, during the flight or refuse to surrender your travel documents to the flight crew, against receipt, when so requested; or
- (h) you may with or without cause be refused entry into any country to be flown from, into or over; or
- (i) the Ticket presented by you:

- (i) has been acquired unlawfully or has been purchased from an entity other than the Issuing Carrier or its authorised Agent;
 - (ii) has been reported as being lost or stolen; or
 - (iii) is a counterfeit Ticket; or
 - (iv) any Flight Coupon has been altered by anyone other than us or our Authorised Agents, or has been mutilated; and we reserve the right to retain such Ticket, or
- (j) the person presenting the Ticket cannot provide that he or she is the person named in the “Name of Passenger” box, and we reserve the right to retain such ticket; or
- (k) you fail to observe our instructions with respect to safety or security; or
- (l) you have previously committed one of the acts or omissions referred to above.

9.2 Consequences Of Refusal To Carry Or Removal Of Passenger

If, due to your behaviour, conduct, mental or physical condition, we have, in the exercise of our reasonable discretion, refused to carry you, or removed you en route, then we may cancel the remaining unused portion of your Ticket, and you will not be entitled to further carriage or to a refund either in respect of the sector that was the subject of the refusal of carriage or removal, or any subsequent sectors covered by the Ticket. We will not be liable for any direct or indirect or consequential loss or damage alleged due to any such refusal to carry or removal en route. On the contrary, we reserve the right to seek an indemnity from you in respect of claims or losses including the costs of diverting our flight, and in respect of death, injury, loss, damage or delay to other persons or to property as a result of such behaviour, conduct or condition and such refusal or removal.

9.3 Special Assistance

Acceptance for carriage of unaccompanied children, incapacitated persons, pregnant women, persons with illness or other people requiring special assistance is subject to prior arrangement with us. Passengers with disabilities who have advised us of any special requirements they may have at the time of ticketing, and been accepted by us, shall not subsequently be refused carriage on the basis of such disability or special requirements, however our regulations and/or government regulations may apply to the transportation of such Passengers. Subject to any applicable laws, we may, at our discretion, levy a charge for the provision of these services.

9.4 Weight Or Seating Limitation

If the aircraft's weight limitations or seating capacity would otherwise be exceeded, we shall decide in our reasonable discretion which passengers or articles shall not be carried.

9.5 Items Removed From Passengers By Airport Security Personnel

We will not be responsible for, nor have any liability in respect of, items removed from you or your Baggage by airport security personnel acting in accordance with international or government regulations, whether or not any such items are subsequently retained or destroyed by such airport security personnel, or are passed by such airport security personnel to us.

9.6 Service Dogs

Subject to the service dog requirements as per CAD360 of the Hong Kong Civil Aviation Department, we may refuse to carry your service dog if any of the following has occurred or we reasonably believe it may occur: :

- (a) The dog does not comply with the definition of a Guide Dog or Assistance Dog in CAD 360.
- (b) The dog has not been harnessed or muzzled appropriately.
- (c) We are unable to accommodate the seating of the dog such that it is in front of you.
- (d) The seating position of your dog would obstruct an aisle or other areas required by safety regulations to remain unobstructed for emergency evacuation purposes.
- (e) The dog engages in disruptive behaviour, or other behaviour that poses a direct threat to the health and safety of other passengers on the aircraft.
- (f) There is insufficient evidence to prove that the dog has been properly trained and is a certified service dog.

ARTICLE 10: BAGGAGE

10.1 Items Unacceptable as Baggage

- (a) You must not include in your baggage:
 - (i) Articles which do not constitute Baggage as defined in Article 1 hereof;
 - (ii) Articles 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 of Dangerous Goods by Air and the International Air Transport Association (IATA), Dangerous Goods Regulation, and in our regulations. These items include (but without limitation) explosives, compressed gases, corrosives, oxidizing radioactive or magnetized material, materials that are easily ignited, poisonous, offensive or irritating substances, and liquids (other than liquids in the passenger's unchecked baggage for his use in the course of the journey);

- (iii) Articles the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from, to or over;
 - (iv) Articles which in the opinion of us are unsuitable for carriage because they are dangerous, 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 and the length of your journey;
 - (v) Live animals, except that dogs, cats, household birds and other pets will be accepted for carriage subject to the provisions of Article 10.10;
 - (vi) Artwork, fragile or perishable items, money, jewellery, precious metals, silverware, negotiable papers, securities, computers, personal electronic devices or other valuables, business documents, passports and other identification documents or samples.
- (b) If you are in possession of, or if your Baggage includes any firearms or munitions, you must present them to us for inspection prior to commencement of carriage and we may, at our sole discretion, refuse to carry them. If we accept such articles for carriage we may require them to be delivered to and remain in our custody until your arrival at the airport building at the place of destination. Carriage of firearms and munitions is subject to ICAO and IATA requirements and regulations and may be subject to applicable government regulations.
- (c) If, despite being prohibited, any items referred to in 10.1 (a) (i), (ii), (iii), (iv) or (v) or 10.1(b) are included in your Baggage, to such extent permissible by applicable laws, we shall not be responsible for any loss or damage to such items.

10.2 Right to Refuse Carriage

- (a) We may refuse carriage as Baggage of any articles described in Article 10.1 and may refuse further carriage of any Baggage on discovering that it consists of or includes any such article.

- (b) We may refuse to carry as unchecked Baggage, any Baggage with dimensions greater than 22 inches by 14 inches by 9 inches.
- (c) We may refuse to carry as Baggage any item, due to security or safety or operational reasons, including Baggage which does not belong to you and which you have pooled with your own Baggage. We do not accept liability for such Baggage and reserve the right to seek an indemnity from you in respect of claims or losses incurred as a result of damage caused to it.
- (d) Unless advance arrangements for carriage have been made with us, we may carry on later flights Baggage which is in excess of the applicable free allowance.
- (e) We may refuse to accept Baggage as checked Baggage unless it is in our reasonable opinion properly packed in suitcases or other suitable containers to ensure safe carriage with ordinary care in handling. Information about packing and containers acceptable to us is available upon request.

10.3 Right of Search

For reasons of safety and security, we may request that you permit a search your person and a security scan or x-ray of your Baggage. If you are not available, 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 article described in Article 10.1(a) above or any arms or munitions which have not been presented to us in accordance with Article 10.1(b) above. If you are unwilling to comply with such requests we may refuse to carry you or your Baggage. In any event we shall be under no liability to you except to make a refund to you in accordance with the provisions of Article 12.4(b) of these Conditions.

10.4 Checked Baggage

- (a) Upon delivery to us of your Baggage to be checked, we shall take custody thereof and issue a Baggage Identification Tag for each piece of Checked Baggage.
- (b) Checked Baggage must have your name, or other personal identification affixed to it prior to acceptance by us.
- (c) 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 on which space is available.

10.5 Free Baggage Allowance

You may carry some Baggage free of charge, subject to our regulations which are shown in our Passenger Ticket and Baggage Check and, which are available upon request from us.

10.6 Excess Baggage

You will be required to pay a charge for the carriage of Baggage in excess of the free baggage allowance at the rate and in the manner provided for in our regulations.

10.7 Excess Value Declaration and Charge

We offer an excess valuation facility. You may declare a value for Checked Baggage in excess of the applicable liability limits. If you make such a declaration you shall pay any applicable additional charges in accordance with our regulations.

10.8 Unchecked Baggage

- (a) 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 on to the aircraft must fit under the seat in front of you 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.
- (b) 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 you have given us notice in advance and permission has been granted by us. You may be required to pay a separate charge for this.

10.9 Collection and Delivery of Baggage

- (a) You are required to collect your Baggage as soon as it is available for collection at places of destination or stopover. Should you not collect it within a reasonable time, we may charge you a storage fee. Should your Checked Baggage not be claimed within three (3) months from the time it is made available, we may dispose of it without any liability to you.
- (b) Only the bearer of the Baggage Check and Baggage Identification Tag is entitled to delivery of Baggage.
- (c) If a person claiming the 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, and if required by us, such person shall furnish adequate security to indemnify us for any loss, damage or expense which may be incurred by us as a result of such delivery.
- (d) Acceptance of Baggage by the bearer of the Baggage Check without complaint at the time of collection shall create a presumption that the Baggage has been delivered in good condition and in accordance with the contract of carriage.

10.10 Animals

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

- (a) You must ensure that animals such as dogs, cats, household birds and other pets are properly crated or transported in containers which meet the requirement of law, accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit. Such carriage may be subject to additional conditions by us which are available on request.
- (b) 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. Animals will not be carried in the passenger cabin of the aircraft. They will be carried, suitably containerized in the cargo hold.
- (c) Guide dogs accompanying sight/hearing impaired passengers together with containers and food will be carried as Checked Baggage or in the cabin, free of charge in addition to the normal free baggage allowance, subject to conditions specified by us, which are available on request.
- (d) 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 reckless with actual knowledge that such damage would result.
- (e) Acceptance for carriage of animals is subject to the condition that the passenger assumes full responsibility for such animal. We shall have no liability in respect of any such animal not having all the necessary exit, entry, health and other documents with respect to the animals entry into or passage through any country, state or territory and the person transporting the animal must reimburse us for any fines, costs, losses or liabilities imposed or incurred by us as a result.

ARTICLE 11: SCHEDULES, CANCELLATION OF FLIGHTS

11.1 Times and Schedules Not Guaranteed

- (a) Flight times shown in the Ticket, timetables or elsewhere may change between the date of publication and the date you actually travel. We do not guarantee them and they do not form part of your contract with us. You assume full responsibility for making connections.
- (b) Schedules are subject to change without notice. When circumstances so require we may alter or omit stopping places shown on the ticket or in schedules and may without notice substitute alternate carriers or aircraft.

- (c) We will not be liable for errors or omissions in timetables or other publications of schedules or in statements or representations made by employees, agents or representatives of us as to the dates or times of departure or arrival or as to the operation of any flight.

11.2 Right to Cancel, Postpone etc

- (a) We will take all necessary measures 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.
- (b) 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:
 - (i) carry you at the earliest opportunity on another of our scheduled services on which space is available without additional charges and; where necessary, extend the validity of your Ticket; or
 - (ii) within a reasonable period of time re-route you to the destination shown on your Ticket by our own 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 shall refund the difference;
 - (iii) or make a refund in accordance with the provisions of Article 6;
- (c) Upon the occurrence of any of the events set out in Article 11.2(b), except as otherwise provided by the Convention, or, where applicable, other regulations, the options outlined in Article 11.2(b)(i) through 11.2(b)(iii) are the sole and exclusive remedies available to you. In particular, except where other regulations are applicable, if cancellations or delays are due to inclement weather or to air traffic control delays, we shall be under no immediate obligation to comply with Articles 11.2(a) – 11.2(c) or to provide at all for the cost of telephone calls, accommodation, refreshments or transportation, although we shall make reasonable efforts to assist you as best we can in the prevailing circumstances.
- (d) If we are unable to provide confirmed space, we shall provide compensation to those Passengers who are denied boarding or who are involuntarily downgraded to the class below in accordance with applicable law and our denied boarding/involuntary downgrading compensation policy.

ARTICLE 12: REFUNDS

12.1 General

Where we fail to provide carriage in accordance with your contract with us, or where you request a voluntary change of your arrangements, we will refund any unused Ticket or portion thereof in accordance with the following paragraphs of this Article and our regulations.

12.2 Person to Whom Refund Will Be Made

- (a) Except as provided in this Article, we shall be entitled to make a refund either to the person named in the ticket, or to the person who has paid for the ticket upon presentation of satisfactory proof.
- (b) If a Ticket has been paid for by a person other than the passenger named in the Ticket, and we have indicated on the Ticket that there is a restriction on refund, we shall make a refund only to the person paying for the ticket or to that person's order.
- (c) Except in the case of lost Tickets, refunds will only be made in surrender to us of the Ticket and all unused Flight Coupons.
- (d) A refund made to anyone presenting the Passenger Coupon or Passenger Receipt and all unused Flight Coupons and holding himself or herself out as a person to whom refund may be made in terms of subparagraph (a) or (b) of this paragraph shall be deemed a proper refund to such person and shall discharge us from liability and any further claim for refund from you or from anyone else.

12.3 Amount of Refund

The amount of any refund payable by us in respect of an unused Ticket or portion thereof shall be determined in accordance with our regulations.

12.4 Involuntary Refunds

If we cancel a flight, fail to operate a flight reasonably according to schedule, fail to stop at a point to which the passenger is destined or ticketed to stopover, are unable to provide confirmed space or cause you to miss a connecting flight on which you hold a confirmed reservation, the amount of the refund shall be:

- (a) if no portion of the Ticket has been used, an amount equal to the fare paid;
- (b) if a portion of the Ticket has been used, the refund will be the higher of:
 - (i) the one way fare (less applicable discounts and charges) from point of interruption to destination or point of next stopover, or

- (ii) the difference between the fare paid and the fare for the transportation used.

12.5 Voluntary Refunds

If you are entitled to a refund of your Ticket for reasons other than those set out in paragraph 3 of this Article the amount of the refund shall be:

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

12.6 Refund on Lost Ticket

- (a) If you lose your Ticket or portion of it, refund will be made on proof of loss satisfactory to us and upon payment of any applicable service charge, on condition:
 - (i) that the lost Ticket, or portion thereof, has not been used, previously refunded or replaced.
 - (ii) that the person to whom the refund is made undertaken, in such form as may be prescribed by us, to repay to us the amount refunded in the event of fraud and/or to the extent that the lost Ticket or portion thereof is used by any person or that refund is made to any person in possession of the Ticket.
- (b) If we or our Authorised Agents lose the Ticket or portion of it, the loss shall be our responsibility.

12.7 Right to Refuse Refund

- (a) We may refuse a refund where application is made after the expiry of the validity of the Ticket.
- (b) We may refuse refund on a Ticket which has been presented to us, or to Government officials of a country as evidence of intention to depart from that country, unless you establish to our satisfaction that you have permission to stay in that country or that you will depart from that country by another carrier or another means of transport.
- (c) We may refuse a refund in the circumstances covered by Article 9.2 of these conditions.

12.8 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, or, at the option of us in the currency of the country in which the Ticket was purchased, in an amount equivalent to the amount due in the currency in which the fare or fares for the flight covered by the Ticket as originally issued was collected.

12.9 By Whom Ticket Refundable

Refund will be made only by the Carrier which originally issued the Ticket. When a Ticket is issued by an Authorized Agent of us, such Agent may make refund to the passenger on behalf of Carrier in accordance with Carrier's Regulations.

ARTICLE 13: CONDUCT ABOARD AIRCRAFT

- 13.1 It is a fundamental condition of your contract with us that you will not conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instruction of the crew, including but not limited to those with respect to sitting down, fastening your seat belt, smoking, alcohol or drug consumption or behave in a manner to which other passengers may reasonable object. If, in our reasonable opinion, you have behaved in such a way or we have reasonable grounds to believe that you will take such measures as we deem necessary to prevent continuation of such conduct. You may be disembarked and refused onward carriage at any point and may be prosecuted for offences committed on board the aircraft.
- 13.2 For safety or legal reasons, we may forbid the operation aboard the aircraft of portable radios, electronic games, laser products or transmitting devices including radio controlled toys and walkie-talkies. You must not use these items when we have told you they are not allowed and you may commit a criminal offence if you do. You must not operate any other electronic devices on board without our permission, except that portable recorders, hearing aids and heart pacemakers may be used. If you fail to comply with paragraph 13.2, we reserve the right to retain such electronic devices until the termination of your flight with us or until such other time as we consider appropriate in accordance with applicable law.
- 13.3 You are not allowed to consume alcohol aboard our aircraft (whether purchased as duty free from us or someone else or otherwise obtained) unless it has been served to you by us. We have the right at any time for any reason to refuse to serve you alcohol or to withdraw alcohol which has been served to you.
- 13.4 General Indemnity – If you conduct yourself in the manner described in paragraph 13.2 or operate items we have told you not to or drink alcohol in the circumstances prohibited in paragraph 13.3, you will have breached a fundamental condition of your contract with us. You will therefore have to

indemnify us for all claims or losses, including, but not limited to, all costs arising from the diversion of the aircraft for the purpose of offloading you and all losses suffered or incurred by us, our Agents, employees, independent contractors, passengers and any third party in respect of death, injury, loss, damage or delay to other persons or property, arising from your misconduct.

ARTICLE 14: GROUND TRANSFER SERVICES

14.1 General

Unless otherwise provided in our regulations, we do not maintain, operate or provide ground transfer services between airports or between airports and town centres. If we make arrangements for you with any third party to provide any services other than carriage by air, including road, rail and sea transport, or if we issue a Ticket or voucher relating to transportation or services (other than carriage by air) provided by a third party, such as ferry and bus services or car rental, in doing so, we act only as your Agents for such third party. The terms and conditions of the third party service provider will apply and we shall have no liability to you for the acts or omissions of the operator of such ground transfer services or by reason of anything done by an employee or agent of ours in assisting you with such services.

14.2 Conditions and Regulations Apply

In cases where we maintain and operate for our passengers ground transfer services, other conditions may apply. Charges for the use of ground transfer services maintained and operated by us shall be payable by you in accordance with our regulations. No portion of the fare shall be refundable if such ground transfer services are not used by you.

ARTICLE 15: SERVICE IN AIRCRAFT AND GROUND ARRANGEMENTS

15.1 Hotel Expenses and Meals on Ground

Hotel expenses and meals other than meals served in the aircraft, are not included in the fare and are payable by the passengers, except as otherwise provided in our regulations.

15.2 Arrangements by Carrier

In making arrangements for hotel accommodation or the provision of other board or lodging for passengers, or for excursion trips on the ground or other similar arrangements, whether or not the cost of such arrangements is for the account of us, we act only as agent for you and we are not liable for loss, damage or expense of any nature whatsoever incurred by you as a result of or in connection with your use of such accommodation or arrangements or the decision by another company or agency to deny your use.

ARTICLE 16: ADMINISTRATIVE FORMALITIES

16.1 General

- (a) You (not us) must check the relevant entry requirements for any country or special administrative region of China that you are visiting; and present us all required passport, visas, health certificates and other travel documents needed for your journey.
- (b) You must obey all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which you transit.
- (c) We will not be liable to you (i) if you do not have the necessary passports, visas, health certificates and other travel documents; (ii) your passport, visa, health certificates or other travel documents are invalid or out of date; or (iii) you have not obeyed all relevant laws, regulations, orders, demands, requirements, rules or instructions.

16.2 Travel Documents

Prior to travel, you must present to us all exit, entry, health and other documents required by laws, regulations, orders, demands or requirements of the countries concerned. If we ask, you must allow us to take and retain copies and deposit your passport or equivalent document with a member of the crew of the aircraft for safe custody until the end of the flight. We reserve the right to refuse carriage if you have not complied with applicable laws, regulations, orders, demands or requirements or if your documents are not complete. We are not liable to you for loss or expense due to your failure to comply with the requirements of this paragraph.

16.3 Refusal of Entry

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

16.4 Passenger Responsible for Fines, etc

If we are required to pay or deposit any fine or penalty or to incur any expenditure by reason of the passenger's failure to comply with laws, regulations, orders, demands and travel requirements of the countries concerned or to produce the required documents, you shall reimburse to us any amount so paid or any expenditure so incurred. We may apply toward such

payment or expenditure the value of any unused carriage, or your Ticket, or any funds in our possession.

16.5 Customs Inspection

If required, you shall attend inspection of your Baggage, checked or unchecked, 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.

16.6 Carrier's Interpretation of Laws, Regulations, etc

We are not liable if in the exercise of our reasonable discretion, we determine that what we understand to be applicable law, government regulation, demand, order or requirement requires that we refuse and do refuse to carry you.

16.7 Security Inspection

You must allow us, government or airport officials or other carriers to carry out security screening of you and your Baggage. We are not liable to you for any Damage suffered by you in the course of such security checks or through your failure to comply with this requirement unless caused by our negligence.

ARTICLE 17: SUCCESSIVE CARRIERS

Carriage to be performed by us and other carriers under one Ticket or under a Ticket and any Conjunction Ticket is regarded as a single operation for the purposes of the Warsaw Convention and Montreal Convention. However, your attention is drawn to paragraph 18.6(a).

ARTICLE 18: LIABILITY FOR DAMAGE

18.1 Rules and Limitations of Liability

- (a) These conditions of carriage and applicable law govern our liability to you. Where we are a successive carrier we are not liable for those parts of the journey performed by other carrier(s). Where we are the actual carrier, we are liable for an accident which causes injury or death that occurs on board the aircraft, or in the process of embarking or disembarking. Where we are the contracting carrier but do not perform any part of the operations of the carriage, we are liable for an accident which causes injury and death that occurs during any part of the transportation, while on board the aircraft, or in the process of embarking or disembarking.
- (b) Applicable law may include the Warsaw Convention, or the Montreal Convention, and/or laws which apply in individual countries. The

Warsaw Convention and the Montreal Convention apply to international carriage as defined in those Conventions.

- (c) These conditions of carriage apply to both international carriage as defined in the Warsaw Convention or the Montreal Convention as well as non-international carriage. Non-international carriage includes:
 - i. carriage within Hong Kong;
 - ii. carriage between Hong Kong and Mainland China;
 - iii. carriage between Hong Kong and states, territories or regions that have yet to implement either the Warsaw Convention or the Montreal Convention (e.g. Thailand and Taiwan).

In either case save to the extent that the Warsaw Convention or the Montreal Convention apply.

- 2 Where we issue a Ticket for carriage by another Carrier, or we check-in your Baggage for carriage by another Carrier, we do so only as agent for that Carrier.

18.2 **Our Liability for Death or Injury to Passengers**

- (a) Our liability for proven damages incurred in the event of Death, wounding or any other bodily injury by you in the event of an accident during carriage provided by us is subject to the rules and limitations set forth in the applicable law as well as the following supplementing rules.
- (b) We will not invoke any financial limit of liability available under the applicable law in defence of any claim for recoverable compensatory damages.
- (c) For any recoverable damages up to and including the sum of the equivalent of 113,100 SDRs with respect to claims to which the Montreal Convention applies and 100,000 SDRs in all other instances, we shall not exclude or limit our liability.
- (d) Notwithstanding the provisions of 18.2 (c); if we prove that the damage was caused by or contributed to by the negligence or other wrongful act or omission of the injured or deceased passenger or of the legal entitled person claiming compensation we may be exonerated wholly or partly from our liability in accordance with applicable laws.
- (e) To the extent that damages under this Article may potentially exceed 113,100 SDRs with respect to claims to which the Montreal

Convention applies and 100,000 SDRs in all other instances, they will be reduced accordingly if we prove that the damage.

- (i) was not due to the negligence or other wrongful act or omission of us or our agents; or
 - (ii) was solely due to the negligence or other wrongful act or omission of a third party .
- (f) We are not responsible for any illness, injury or disability, including death, attributable to your age, mental or physical condition or for the aggregation of such condition

18.3 Our Liability for Damage to Baggage

- (a) We are not liable for Damage to Unchecked Baggage (other than Damage caused by delay which is covered by Article 18.5 below) unless the Damage was caused by our negligence or the negligence of our agents.
- (b) Where the Warsaw Convention applies to your journey our liability in the case of Damage to Checked Baggage shall be limited to 17 SDRs per kilogram and in the case of Damage to Unchecked Baggage 332 SDRs per passenger.
- (c) Where the Montreal Convention applies to your journey our liability for Damage to your Checked and Unchecked Baggage, including Damage caused by delay is limited by the convention to 1,131 SDRs.
- (d) Where either the Warsaw Convention or Montreal Convention applies the limits of liability mentioned in Articles 18.3 (b) and 18.3 (c) will not apply if you are able to prove that the Damage resulted from an act or omission by us or our agents carried out either;
 - (i) with the intention of causing Damage; or
 - (ii) recklessly and with actual knowledge that Damage would probably result and you prove that our employees or agents responsible for the act or omission were acting whether the scope of their employment.
- (e) 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 service concerned, as provided in our regulations.

- (f) If you complete a special declaration of higher value at check-in and pay the applicable fee, our liability shall be limited to the higher declared value.
- (g) We are not liable for Damage to Baggage caused by delay if we prove that we and our agents took all necessary measures to avoid the Damage or that it was impossible for us or our agents to take such measures.
- (h) We are not liable for injury to you or for Damage to your Baggage caused by property contained in your Baggage or anyone else. You are responsible for any Damage caused by your Baggage to other people, including property and you shall indemnify us for all losses and expenses incurred by us as a result thereof.
- (i) Except for checked or unchecked baggage carried in the course of international carriage as defined by the Warsaw or Montreal Conventions we are not liable in any way whatever for Damage to articles which you include in your Baggage which are not permitted under Article 10.1 to be contained in your Checked Baggage, including but not limited to damage to fragile or perishable items, keys, artwork, cameras, money, jewellery, precious metals, silverware, medicines, drug, dangerous goods, commercial goods, odd-sized articles, negotiable papers, securities, or other valuables, business documents, passports and other identification documents, or samples, which are included in your Checked Baggage.

18.4 Our Liability for Damage caused by Delay to Passengers

- (a) Our liability for Damage caused by delay is limited by the Warsaw Convention and the Montreal Convention.
- (b) Whether or not the Warsaw Convention or the Montreal Convention applies to your claim, we are not liable for damage to passengers caused by delay if we prove that we and our agents took all reasonable measure to avoid the Damage or that it was impossible to take such measures.

18.5 General Provisions

- (a) We shall be liable only for Damage occurring during transportation ticketed under our own Airline Designator Code or operated by us. If we issue a Ticket or if we check Baggage for transportation under another Carrier's Designator Code, we do so only as Agents for the other Carrier. Nevertheless, with respect to Checked Baggage you shall also have a right of action against the first or last Carrier. However, the liability of each Carrier involved in your journey must be determined only by its own Conditions of Carriage.

- (b) We are not liable for any Damage arising from our compliance with any laws or government regulations, orders or requirements, or from your failure to comply with the same;
- (c) Except where these conditions of carriage state otherwise, our liability shall be limited to proven compensatory damages, and in any event, we shall not be liable for (i) any loss of profits, revenue, contracts, sales, anticipated savings, goodwill and reputation; whether such losses are direct losses or otherwise; and (ii) any indirect special or consequential losses; and (iii) any form of non-compensatory damages.
- (d) On failure by us, otherwise than in circumstances beyond our control or in the circumstance referred to in Article 9, to provide space either altogether or in the class of service for which you have a reservation in accordance with Article 7, we shall be liable for Damage sustained by you as a result of such failure; provided that our liability to you shall be limited to reimbursement of your reasonable expenses for accommodation, meals, communications and ground transport services, and to compensation for any other Damage sustained by you at the rates provided in our regulations.
- (e) Any exclusion or limitation of our liability shall apply to and be for the benefit of our directors, employees, agents and representatives and any person whose aircraft is used by us and such person's agents, employees and representatives. As a result, the total amount recoverable from us and from such agents, employees, representatives and persons shall not exceed the amount of our limit of liability.
- (f) Unless we state otherwise, nothing in these Conditions of Carriage gives up any exclusion or limitation of liability to which we are entitled under the convention or any laws which may apply. With respect to third parties, we reserve all of our rights of recourse against any other person, including without limitation, rights of contribution and indemnity.

ARTICLE 19: TIME LIMITATION ON CLAIMS AND ACTIONS

19.1 Notice of Claims

If you, or the person holding the Baggage Check and Baggage Identification Tag with your authority, receives the Checked Baggage at the time of delivery without making a formal complaint, the absence of a formal complaint will be sufficient evidence that the Checked Baggage was received by you in good order and condition unless you prove otherwise.

- 19.1 If you wish to claim compensation from us for Damage to Checked Baggage, you must notify us as follows:-

- (a) If the Damage to the Checked Baggage is physical in nature, you must notify us in writing within seven (7) days of receipt of the Checked Baggage.
- (b) If the Damage to the Checked Baggage consists of partial loss of items from Checked Baggage, you must notify us in writing within twenty-one (21) days from the date on which the Baggage should have been delivered to you.
- (c) If the Damage to the Checked Baggage consists of complete loss of the Checked Baggage, you must notify us in writing within twenty-one (21) days from the date on which the Baggage should have been delivered to you.
- (d) If you wish to claim compensation from us for delay of Checked Baggage, you must notify us in writing within twenty-one (21) days from the date of the Baggage was place at your disposal.

19.2 Limitation of Actions

Any right to damages shall be extinguished if an action is not brought within two years reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from 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 cases heard.

ARTICLE 20: MODIFICATION AND WAIVER

No agent, employee or representative of Carrier has authority to alter, modify or waive any provision of these Conditions of Carriage or of Carrier's Regulations.

ARTICLE 21: 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 the use of electronic devices and items and the on board consumption of alcoholic beverages.

ARTICLE 22: INTERPRETATION

The title of each article and paragraph headings are for ease of reference only and are not to be used for interpretation of the text.

NAME OF CARRIER: Hong Kong Dragon Airlines Limited

ABBREVIATION OF NAME: KA