

## Allgemeine Geschäftsbedingungen KLM

### ARTICLE 1. DEFINITIONS

**AGREED STOPPING PLACES** means those places, except the place of departure and the place of destination, set forth in the ticket or shown in Carrier's timetables as scheduled stopping places on the passenger's route.

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

**AUTHORIZED AGENT** means a passenger sales agent who has been appointed by Carrier to represent Carrier in the sale of air passenger transportation over the service of the Carrier and, when authorized, over the services of other air carriers.

**BAGGAGE** means both checked baggage and unchecked baggage, unless otherwise specified.

**BAGGAGE CHECK** means those portions of the ticket which relate to the carriage of the passenger's checked baggage, including a claim check issued by Carrier to be attached to the ticket.

**BAGGAGE IDENTIFICATION TAG** means a document issued by Carrier which is attached by Carrier to a particular piece of checked baggage for identification of such baggage.

**CARRIAGE** means carriage of passenger and/or baggage by air, gratuitously or for reward, including transportation services incidental thereto.

**CARRIER** includes KLM and the air carrier, other than KLM, issuing the ticket and all air carriers that carry or undertake to carry the passenger and/or his baggage thereunder or undertake to perform any other services related to such air carriage, whichever is applicable pursuant to the context of the provisions of these General Conditions of Carriage.

**CHECKED BAGGAGE** means baggage of which Carrier takes sole custody, in accordance with article 9 of these General Conditions of Carriage, and for which Carrier has issued a baggage identification tag.

**CONDITIONS OF CONTRACT** means those statements contained in, or delivered with, the ticket or paper itinerary which include a reference to notices and these General Conditions of Carriage.

**CONFIRMED RESERVATION** means that the passenger has a ticket which contains

a) in the case of a paper ticket, a specification of the number, date and time of the flight and the notation "OK" in the appropriate space, or;

b) in the case of an electronic ticket or paperless transport document, an indication that the reservation has been registered and confirmed.

**CONJUNCTION TICKET** means a ticket issued to a passenger in conjunction with another ticket which together constitute a single contract of carriage.

**CONVENTION** means whichever of the following instruments is applicable to the contract of carriage:

- the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw on 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 Convention Supplementary to the Warsaw Convention, for the Unification of Certain Rules Relating to International Carriage by Air Performed by a Person other than the Contracting Carrier, signed at Guadalajara on 18 September 1961.
- the Convention for the Unification of Certain Rules For International Carriage by Air, signed at Montreal on 28 May 1999.

**COUNTRY OF DEPARTURE** means the country where the place of departure as herein defined is situated.

**COUPON** means both a Flight Coupon and an Electronic Coupon.

**DAMAGE** includes death, bodily injury to a passenger, damages due to delay, partial loss or other damage of whatsoever nature arising out of or in connection with carriage or other services performed by Carrier incidental thereto.

**DAYS** mean calendar days, provided that, for the purposes of notification, the day upon which the 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 flight commenced, shall not be counted.

**DENIED BOARDING** means a refusal to carry a passenger on a KLM flight although he (1) has a Confirmed reservation on that flight, (2) holds a valid Ticket and (3) has checked in or has presented himself for check-in at the check-in desk before the latest check-in time (or for connecting passengers the minimum connecting time for that airport), as specified by Carrier, or such any other time indicated to the passenger in advance by Carrier or by its agent, or if no time is indicated, not later than 45 minutes before the published departure time, except

where there are reasonable grounds to deny the passenger boarding such as reasons of health, safety or security, or inadequate travel documentation.

**DENIED BOARDING COMPENSATION or DBC** means a compensation offered to the passenger in accordance with the provisions of article 20 of these General Conditions of Carriage.

**ELECTRONIC COUPON** means an electronic flight coupon or other value document held in Carrier's database.

**ELECTRONIC TICKET** means the paper itinerary issued by Carrier or on behalf of Carrier, the Electronic Coupons and, if applicable, a boarding document.

**EUROPEAN COMMUNITY** in articles 11, 12 and 20 of these General Conditions includes the European Economic Area (EEA), and other countries upon condition only that Regulation 261/2004 applies, either directly or indirectly, in those other countries pursuant to arrangements between those countries and the European Community.

**FINAL DESTINATION** means the destination on the ticket presented for check-in or at the check-in desk or, in the case of directly connecting flights, the destination of the last flight.

**FLIGHT COUPON** means that portion of the ticket issued by or on behalf of Carrier that bears the notation "good for passage" or in the case of an electronic ticket, the electronic coupon, and indicates the particular places between which passenger is entitled to be carried.

**FORCE MAJEURE** means unusual and unforeseeable circumstances beyond the control of the passenger and/or Carrier, the consequences of which could not have been avoided even if all due care had been exercised, including but not limited to cases of political instability (wars, riots, airport closure, embargoes, seizure, hostilities, unsettled international conditions, government regulations), meteorological conditions incompatible with the operation of the flight concerned (floods, earthquakes, hurricanes, thick fog, severe storms, snow/runway iced cover), security risks (terrorist attacks, bomb alert, hijacking, requisitioning of aircraft or seats on the flight by government order, fire or explosions, sabotage), unexpected flight safety shortcomings (e.g. mechanical failure, defective or non-functioning airport facilities such as defective navigation systems, de-icing station, congested x-ray screening check points, breakdown in airport information systems), unexpected diversions as a consequence of illness/childbirth on board and/or unruly passenger(s), epidemics, strikes that affect the operation of Carrier, air traffic management decision in relation to a particular aircraft on a particular day that gives rise to a long delay or the cancellation of one or more flights by that aircraft.

**GROSS NEGLIGENCE** means any act or omission done recklessly and with the knowledge that damage would probably result.

**INCAPACITATED PASSENGER** means a passenger whose physical, medical or mental condition requires individual attention (on enplaning and deplaning; during flight; in an emergency evacuation; during ground handling) which is normally not extended to other passengers.

**KLM** means Koninklijke Luchtvaart Maatschappij N.V.

**NORMAL FARE** means the highest fare fixed for carriage in a given class of carriage, and any other fare denominated and published as a normal fare.

**OVERBOOKED FLIGHT** means a flight where the number of passengers holding a confirmed reservation and presenting themselves for check-in within the required time limit and as stipulated exceeds the number of available seats.

**PAPER ITINERARY** means a document or documents Carrier issues to passengers travelling on electronic tickets that contains the passenger name, flight information and notices.

**PASSENGER** means any person, except members of the crew, carried or to be carried in an aircraft with the consent of Carrier.

**PASSENGER COUPON or PASSENGER RECEIPT** means that portion of the ticket which is so marked and which ultimately is to be retained by the passenger.

**PLACE OF DEPARTURE** means the airport from which travel initially commences as shown on the ticket.

**PLACE OF DESTINATION** means the airport where the passenger reaches his ultimate stopping place as shown on the ticket.

**RESERVATION**, which is equivalent to the term "booking", means the allotment in advance of seating or sleeping accommodation for a passenger or of space or weight capacity for baggage.

**SPECIAL DRAWING RIGHT or SDR** means a unit of account established by the International Monetary Fund.

**SPECIAL FARE** means any fare which is not a normal fare.

**STOPOVER** means a deliberate interruption of the journey by the passenger at a point between the place of departure and the place of destination.

TARIFF REGULATIONS mean the published fares charges and/or related conditions of carriage of an airline as filed with United States and Canadian authorities.

**TICKET** means either the document entitled "Passenger Ticket and Baggage Check" or the electronic ticket, in each case issued by or on behalf of Carrier and including certain conditions of contract and notices, and the flight and passenger coupons or passenger receipt contained therein.

**UNCHECKED BAGGAGE** means any baggage of the passenger other than checked baggage.

**WILFUL MISCONDUCT** means any act or omission, done with intent to cause damage.

## **ARTICLE 2. APPLICABILITY**

### **1. GENERAL**

a. These General Conditions of Carriage are the conditions of carriage of KLM referred to in amongst others the ticket. Except as provided in paragraph 2 of this article, they apply to all carriage of passengers and baggage, performed by Carrier for reward. Unless otherwise agreed they also apply to gratuitous carriage. These General Conditions of Carriage take precedence over the conditions of contract in the ticket. Carriage against special fares are also subject to special conditions and/or tariff regulations, which in case of contra-

diction shall take precedence over these General Conditions of Carriage.

b. These General Conditions of Carriage shall apply to passengers travelling on a flight or a specified flight sector, pursuant to a ticket on which KLM is designated as the carrier for such flight or a specified flight sector. Designation of KLM as the carrier for such flight or specified flight sector constitutes prima facie evidence of the contract of carriage for that flight or specified flight sector between KLM and the person named as passenger on the ticket.

### **2. OVERRIDING LAW**

To the extent that any provision contained or referred to herein is contrary to anything contained in the Convention and in any other treaties, applicable laws, government regulations, tariff 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 provision.

### **3. CODE SHARES**

On some flights KLM has arrangements with other carriers, generally known as 'code share'. This means that other airlines may operate a flight even though KLM is mentioned in the ticket as "carrier". These General Conditions of Carriage also apply to such transportation. If such

arrangement applies, KLM will advise the passenger of the carrier operating the aircraft at the time he makes a reservation.

#### **4. EFFECTIVE RULES**

All carriage shall be subject to Carrier's General Conditions of Carriage and Carrier's tariff regulations in effect on the date of issue of the ticket or, if such date cannot be ascertained, on the date of commencement of carriage covered by the first flight coupon of the (electronic) ticket.

### **ARTICLE 3. TICKETS**

#### **1. TICKET PRIMA FACIE EVIDENCE OF CONTRACT**

The ticket constitutes prima facie evidence of the contract of carriage between Carrier and the passenger named on the ticket.

#### **2. REQUIREMENT FOR VALID TICKET**

A ticket will not be issued until the applicable fare has been paid or until credit arrangements established by Carrier have been complied with. Except in the case of an electronic ticket a person shall not be entitled to be carried on a flight unless that person presents a valid ticket containing the flight coupon for that flight, all other unused flight coupons and the passenger coupon or, if issued, the passenger receipt. A passenger shall furthermore not be entitled to be carried if the ticket presented is mutilated or has been altered otherwise than by Carrier or its authorized agent.

In the case of an electronic ticket, a person shall not be entitled to be carried on a flight unless that person provides positive identification and a valid electronic ticket has been duly issued to that person.

#### **3. IRREGULARITIES OF TICKET; LOST OR STOLEN TICKETS**

In case of loss, theft or mutilation of a ticket (or part thereof) by the passenger or non-presentation thereof, upon the passenger's request Carrier will replace such ticket (or part thereof) by issuing a new ticket, provided there is evidence, readily ascertainable at the time, that a ticket valid for the flight(s) in question was duly issued and provided that the passenger signs an agreement to reimburse Carrier for any costs and losses, up to the value of the original ticket, which are necessarily and reasonably incurred by Carrier for misuse of the ticket. Carrier may charge a reasonable administration fee for this service, unless the loss, theft or mutilation was due to the negligence of the issuing carrier, or its agent. Where such evidence is not available or the passenger does not sign such an agreement, Carrier issuing the new ticket may require the passenger to pay up to the full ticket price for a replacement ticket, subject to refund if and when Carrier is satisfied that the loss or mutilated ticket has not been used before the expiry of its validity. If, upon finding the original ticket before the expiry of its validity, the passenger surrenders it to Carrier issuing the new ticket, the foregoing refund will be processed at that time.

#### **4. TICKET NOT TRANSFERABLE**

A ticket is not transferable except as may be required by any locally applicable laws, in particular those of the European Community concerning package holidays. It is not allowed to travel on a ticket by a person other than the passenger named in the ticket. If a ticket is presented by someone other than the person entitled to be carried thereunder or to a refund in connection therewith, Carrier shall not be liable to the person so entitled if in good faith it provides carriage or makes a refund to the person presenting the ticket. Carrier reserves the right to request a passenger to identify himself with a valid identification.

#### **5. PERIOD OF VALIDITY**

A ticket issued at the normal fare is valid for carriage for one year from the date of commencement of flight or, if no portion of the ticket is used, from the date of issue thereof. A ticket issued at a special fare is valid for carriage only for the period and subject to the conditions as notified by Carrier in its tariff regulations.

#### **6. EXTENSION OF VALIDITY**

(a) If a passenger is prevented from travelling within the period of validity of the ticket because Carrier:

- (1) is unable to provide space on the flight at the time such passenger requests reservation;
- (2) cancels the flight on which the passenger holds a reservation;
- (3) omits a scheduled stop, being the passenger's place of departure, place of destination or a stopover;
- (4) fails to operate a flight reasonably according to schedule;
- (5) causes the passenger to miss a connection;
- (6) substitutes a different class of service; or
- (7) is unable to provide previously confirmed space, the validity of such passenger's ticket will be extended until Carrier's first flight on which space is available for that passenger in the class of service for which the fare has been paid.

(b) When a passenger after having commenced his journey is prevented from travelling within the period of validity of his ticket by reason of illness, Carrier will extend the period of validity of such passenger's ticket. The extension shall be in effect until the passenger has become fit to travel or until Carrier's first flight after such date, from the place 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 to by a medical certificate. When the flight coupons remaining in the ticket, or in the case of an electronic ticket, the electronic coupons, involve one or more stopovers, the period of validity of such ticket will be extended for not more than three months from the date shown on such medical certificate. In such circumstances, Carrier will extend similarly the period of validity of tickets of the passenger's spouse or of members of his immediate family accompanying an incapacitated passenger.

(c) 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 of the spouse or in the immediate

family of a passenger who has commenced travel, the passenger's tickets and those of his 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 be for a period no longer than 45 days from the date of the death.

## **7. FLIGHT COUPON SEQUENCE**

(a) Carrier will honour flight coupons only in sequence from the place of departure as shown on the ticket.

(b) The passenger wishing to change any aspect of his itinerary (i.e. the place of departure, a stopover or the place of destination as mentioned in the ticket), shall contact Carrier in advance. The fare for the altered itinerary will be calculated and the passenger will be given the option of accepting the new fare or main-

taining his original itinerary. Should the passenger change his original itinerary without the consent of Carrier, Carrier will assess the correct fare for the altered itinerary. Any difference between the fare of the original itinerary and the fare of the altered itinerary shall be settled in accordance with subparagraph (d).

(c) Should the passenger not use the first flight coupon(s) of the ticket and embark at an airport which is not the place of departure but mentioned in the ticket as a stopover, then Carrier shall calculate a new fare. Any difference between the fare of the original itinerary and the fare of the altered itinerary shall be settled in accordance with subparagraph (d).

(d) Should the fare of the original itinerary be higher than the fare of the altered itinerary, the difference shall be reimbursed by Carrier to the passenger. Should the fare of the original itinerary be lower than the fare of the altered itinerary, the difference shall be paid by the passenger to Carrier.

(e) Notwithstanding the provisions of subparagraph (b) and (c), should the passenger be required to change any aspects of his itinerary due to force majeure, he shall contact Carrier as soon as practicable. Carrier will use reasonable efforts to transport the passenger to his next stopover or place of destination, without recalculation of the fare, subject to the passenger giving evidence, to Carrier's satisfaction, of passenger's force majeure.

(f) The passenger coupon or passenger receipt and all unused flight coupons not previously surrendered to Carrier shall be retained by the passenger throughout his journey and shall be produced and the applicable flight coupons shall be surrendered to Carrier at Carrier's request.

## **8. CLASS OF SERVICE**

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 the conditions of the relevant fare and the availability of space on the flight applied for.

## **9. ABBREVIATIONS**

Carrier's name may be abbreviated in the ticket.

## **ARTICLE 4. STOPOVERS**

In the case of a passenger holding a ticket issued at the normal fare, stopovers within the period of validity of the ticket will be permitted at any agreed stopping place unless government requirements or tariff regulations or timetables do not permit such stopover. In the case of a passenger holding a ticket issued at a special fare, stopovers are subject to the limitations or prohibitions on stopovers as provided in tariff regulations. Additional charges for stop-overs may be payable pursuant to tariff regulations.

## **ARTICLE 5. FARES AND CHARGES**

### **1. GENERAL**

Fares apply only for carriage from the place of departure to the place of destination. Fares do not normally include transport service between airports and between airports and town terminals. Carrier may however, at its discretion, provide such transport without additional charge.

### **2. APPLICABLE FARES**

Applicable fares are those published by or on behalf of Carrier or, if not so published, constructed in accordance with Carrier's tariff regulations, for the flight or flights indicated in the ticket from the place of departure to the place of destination, in effect for a given class of service at the place of actual commencement of the carriage on the date of payment of the ticket. Upon check-in, the applicable fares and charges must have been paid.

### **3. TAXES, FEES AND CHARGES**

Any taxes, fees and/or charges imposed by government or by municipal or other authority, or by the operator of the airport or by KLM, in respect of a passenger or the use by a passenger of any services or facilities will be in addition to the otherwise applicable fares and charges and shall be payable by the passenger to the extent they are not already included in the fare, even after the ticket was issued and/or after the passenger paid the ticket fare.

### **4. CURRENCY**

To the extent the applicable law permits, fares and charges are payable in any currency acceptable to Carrier. When payment is made in a currency other than the currency in which the fare is published in the country of payment, the exchange rate for such payment will be

the banker's selling rate of the bank, used by Carrier in this respect on the day the ticket is issued.

## **ARTICLE 6. RESERVATIONS**

### **1. RESERVATION REQUIREMENTS**

(a) Unless reconfirmation is required in accordance with article 6 paragraph 7, the passenger has a Confirmed Reservation if the Ticket contains:

- a) in the case of a paper ticket, a specification of the number, date and time of the flight and the notation "OK" in the appropriate space; or
- b) in the case of an electronic ticket or paperless transport document, an indication that the reservation has been registered and confirmed.

(b) Special fares may have conditions which limit or exclude the passenger's right to change or cancel reservations.

### **2. TICKETING TIME LIMITS**

If a passenger has not secured his ticket for his reservation within the time limit specified by Carrier, by either purchasing a ticket which indicates his reserved space or by having his previously issued ticket revalidated or reissued to reflect his reserved space, Carrier may cancel the reservation without notice.

### **3. PERSONAL DATA**

To the extent the applicable law permits, the passenger authorizes Carrier to retain any personal data which have been given to Carrier or its authorized agents for the purposes of making a reservation for carriage, for obtaining ancillary services, for operating baggage fraud detection systems and ticket fraud prevention/detection systems, for facilitating immigration and entry requirements, and for making such data available to Government Authorities such as Customs and Immigration Authorities and Federal and State Authorities, if they so require. Carrier is further authorized to transmit such data world wide for said purposes to its own offices, its authorized agents, other Carriers, the providers of ancillary services or Government Authorities, in whatever country they may be located. Carrier has implemented a Privacy Policy, details of which are available on Carrier's web site ([www.klm.com](http://www.klm.com)), or alternatively, will be sent to passenger upon request.

### **4. SEATING**

Carrier will endeavour to honour advance seating assignments. Carrier reserves the right to change such seat assignments, even after boarding of the aircraft, for operational, safety or security reasons .

### **5. SERVICE CHARGE WHEN SPACE NOT OCCUPIED**

Except in the case of travel on non-refundable fares a service charge may be payable by a passenger who fails to use space for which a reservation has been made.

### **6. COMMUNICATION CHARGES**

The passenger may be charged for any communication expenses incurred by Carrier

or its authorized agent as the result of a request by the passenger in connection with his reservation or carriage other than communication expenses incurred in securing his original reservation on a flight.

#### **7. RECONFIRMATION OF RESERVATIONS**

Carrier will advise the passenger when reconfirmation of onward or return reservations is required and how and when this should be done. If Carrier requires the passenger to reconfirm reservations, failure to comply with any such requirement will entitle Carrier to cancel the onward or return reservation. Should the passenger advise Carrier he still wishes to travel however, and should there be space available on the flight, Carrier will reinstate his reservations and transport the passenger. Should there be no space available on the flight, Carrier will use reasonable efforts to transport the passenger to his stopover or place of destination.

#### **8. CANCELLATION OF ONWARD RESERVATIONS MADE BY CARRIER**

If a passenger does not use a reservation and fails to advise Carrier, Carrier may cancel or request cancellation of any onward and/or return reservations. However, if the passenger advises Carrier in advance and provided the new fare as mentioned in article 3 paragraph 7(c) has been settled, Carrier will not cancel passenger's subsequent flight reservation.

#### **ARTICLE 7. CHECK-IN**

In order to permit completion of any government formalities and departure procedures sufficiently in advance of flight departure, the passenger has to check in or to present himself at Carrier's check-in location and boarding gate not later than the time that will be indicated by Carrier. If the passenger fails to check in or to present himself in time at Carrier's check-in location or boarding gate, or appears improperly documented, Carrier is entitled to cancel the space reserved for the passenger and will not be obliged to delay the flight. Carrier will not be liable to the passenger for loss or expense due to failure of the passenger to comply with the provisions of this article.

#### **ARTICLE 8. REFUSAL OF AND LIMITATION ON CARRIAGE**

1. Carrier may refuse carriage of the passenger and/or his or her baggage or further carriage for reasons of safety and/or good order or if, in the exercise of its reasonable discretion, Carrier determines that such action is necessary:
  - (a) in order to comply with any applicable laws, regulations or orders of any state or country to be flown from, into or over;
  - (b) because the conduct, age or mental or physical state of the passenger is, or

reasonably seems to be, such as to:

- (1) require special assistance of Carrier which Carrier cannot reasonably provide;
- (2) cause discomfort or make himself objectionable to other passengers; or
- (3) involve any hazard or risk to himself or to other persons or to property;
- (c) because the passenger is drunk or under the influence of drink or drugs;
- (d) because the passenger is, or appears to be in the unlawful possession of drugs;
- (e) because the passenger has failed to observe any reasonable instructions of Carrier, given in order to ensure safe, efficient and comfortable carriage for all passengers or to enable Carrier otherwise to comply with its obligations towards any other passengers;
- (f) because the passenger has expressed himself in such a way or displayed such behaviour that doubt exists with respect to the safety to carry such person. Such expression or behaviour includes the use of threatening, abusive or insulting language towards ground staff or crew;
- (g) because the passenger has refused to submit to a security check by Carrier or by any airport or government official;
- (h) because the passenger is threatening to endanger or already has endangered the safety of one or more persons, goods or the aircraft itself. Such threats include a hoax bomb threat ;
- (i) because the applicable fare or any charges- or taxes payable has/have not been paid, or credit arrangements agreed between Carrier and the passenger have not been complied with;
- (j) because the Custom and/or Immigration Authority or indeed any other government authority informed Carrier (either orally or in writing) that the passenger is not allowed to travel. This includes the situation in which Carrier has received a negative travel advice regarding the passenger from such Authority, for example in cases where the passenger is suspected of (intent to) drug smuggling.
- (k) because the passenger does not appear to be properly documented;
- (l) because the passenger may seek to enter a country through which he may be in transit, or for which he does not have a valid entry document;
- (m) because the passenger may cause to destroy or lose, either deliberately or otherwise, his documentation during the flight;
- (n) because
  - i. the ticket presented by the passenger:
    - (1) appears to be invalid;
    - (2) appears to have been acquired unlawfully or to have been purchased from an entity other than the issuing carrier or its authorized agent;
    - (3) has been reported lost, stolen, fraudulent or otherwise suspicious;
    - (4) appears to be a counterfeit ticket;
    - (5) contains any flight coupon which appears to have been altered by anyone other than Carrier or its authorized agent, or has been mutilated, in which cases Carrier reserves the right to retain such ticket; or
    - (6) contains the first flight coupon for international travel which has not been used and the passenger commences his journey at any stopover or agreed stopping place, provided the new fare as mentioned in article 3 paragraph 7(c) has not been settled.
  - ii. the person presenting the ticket cannot prove

that he is the person named in the "NAME OF PASSENGER" box, in which cases Carrier reserves the right to retain such ticket.

(o) because the passenger has previously committed one of the acts or omissions referred to above, and Carrier has reason to believe that such conduct may be repeated.

(p) because the Immigration/Customs Authority and/or Carrier have/has notified the passenger in writing that Carrier would not at any time after the date of such notice carry the passenger on his flights, for a certain period or forever.

**2.** No refund shall be given by Carrier where passenger is refused carriage on the basis of paragraph 1 (i, j and n).

**3.** The passenger refused carriage or removed en route for any other reasons specified in paragraph 1 of this article is entitled to an involuntary refund as provided hereinafter in article 11 paragraph 2.

**4.** Carriage of unaccompanied children, pregnant women, or persons with illness, incapacitated persons or other people requiring special assistance shall only be performed subject to Carrier's prior consent. Women with an uncomplicated pregnancy over 36 weeks shall in any event not be carried; in case of a complicated pregnancy (such as carrying twins) this time limit shall be earlier, in consultation with Carrier. After having received Carrier's prior consent such passengers shall not be subsequently refused carriage on the basis of such disability and/or special requirements.

**5.** If the passenger fails to inform Carrier of a mental or physical condition or incapacity within the meaning of article 8 paragraph 4, and as a result of that condition, Carrier diverts the aircraft to an unscheduled place of destination, Carrier is entitled to recover the reasonable costs of the diversion and other related costs from the passenger.

## **ARTICLE 9. BAGGAGE**

### **1. ITEMS UNACCEPTABLE AS BAGGAGE**

(a) It is forbidden that passengers carry in their baggage dangerous goods, such as:

(1) articles, liquids or other substances which are capable of posing a significant risk to health, safety or property when transported by air, including (but not limited to) explosives, compressed gasses and/or aerosoles, flammable liquids, corrosives, oxidizing materials, radioactive materials, magnets, materials that are easily ignited, poisonous, offensive or irritating substances, and any further items specified in the Technical Instructions for the Safe Transport of Dangerous Goods by Air of the International Civil Aviation Organization (ICAO) and the Dangerous Goods Regulations of International Air Transport Association (IATA). Further information on this subject is available from Carrier on request.

(2) items, the carriage of which is prohibited by applicable laws, regulations or orders of any state to be flown from, to or over;

(3) articles which in the opinion of Carrier are unsuitable for carriage by reason of their character, weight, size, shape or smell;

(4) live animals, except as provided for in paragraph 10 of this article.

(b) Firearms, replica of weapons, ammunition and weapons such as antique firearms, swords, knives and similar items shall not be accepted for carriage, unless carried as cargo or checked baggage and provided Carrier's prior approval has been obtained, and can be proven by the passenger.

(c) Additional information on prohibited items which may not be carried as hand baggage, such as pointed/edged weapons and sharp objects, blunt instruments and lighters, can be obtained from Carrier.

(d) Carrier shall not be liable for damage which is the result of any dangerous goods referred to in subparagraphs (a) and (b) of this paragraph; such goods are passengers sole responsibility and any damage resulting from such goods is for the account and risk of the passenger.

## **2. RIGHT TO REFUSE BAGGAGE**

Carrier will refuse carriage as baggage of any item specified in paragraph 1 of this article and may refuse further carriage of any baggage on discovering that it consists of or includes any such item. Carrier has no obligation to take refused baggage and/or articles in custody. If baggage and/or articles are taken in custody other than as checked or unchecked baggage, Carrier does not accept any liability there for, except in case of Carrier's wilful misconduct or gross negligence.

## **3. RIGHT OF SEARCH**

Carrier may request the passenger to permit a search, x-ray or other type of scan to be made of his person and his baggage, and may search or have searched the passenger's baggage in his absence if the passenger is not available, for the purpose of determining whether or not he is in possession of or whether his baggage contains any item named in paragraph 1(a) of this article or contains any arms, weapons or ammunition in respect of which paragraph 1(b) of this article has not been complied with, for tracing purposes or for reasons of safety and security, and in order to ensure that provisions in respect of baggage are complied with. If the passenger is unwilling to comply with such request, Carrier may refuse to carry the passenger or baggage. In the event an x-ray or other scan causes damages to the passenger or his baggage, Carrier shall not be liable for such damage except in case of Carrier's wilful misconduct or gross negligence.

## **4. CHECKED BAGGAGE**

(a) Upon delivery to Carrier of baggage to be checked, Carrier shall take custody thereof.

Carrier will there upon issue a baggage identification tag for each piece of checked baggage.

(b) Carrier may refuse to accept baggage as checked baggage unless it is properly packed in locked suitcases or other suitable containers to ensure safe carriage with ordinary care in handling. Carrier has no obligation to take refused baggage and/or articles in custody. Carrier shall not be liable for damage to baggage and/or articles

which have been taken in custody by Carrier other than as checked or unchecked baggage, unless such damage is the result of Carrier's wilful misconduct or gross negligence.

(c) The passenger shall not include in checked baggage fragile or perishable items, valuable items, money, keys, jewellery, electronic equipment such as laptops, pocket computers etc., cameras, cellular telephones, negotiable instruments, business documents, securities, medications, medical documents, passports and other identification documents or samples.

(d) Prior to acceptance the passenger shall affix exterior identification to the baggage showing his family name and initials and permanent address/place of residence. If the passenger is not willing to do so, Carrier may refuse carriage of the passenger and baggage.

(e) For passengers convenience and for reasons of safety, Carrier undertakes to use reasonable efforts to carry checked baggage on the same aircraft as the passenger. Checked baggage not so carried will subsequently be delivered to the destination airport of the passenger as soon as reasonably possible. At Carrier's sole discretion it may decide to deliver the baggage at passenger's place of residence, unless applicable law and/or Customs and/or Airport Authorities require the passenger to be present for customs clearance.

(f) If at the request of passenger carriage in accordance with the contract of carriage is not provided, and as a result, passenger's baggage must be offloaded and/or rerouted, the applicable (service) charges must be paid by passenger.

## **5. FREE BAGGAGE ALLOWANCE**

Depending on the baggage allowances applicable to the different classes of travel, passengers may carry a certain amount of baggage free of charge. The free baggage allowance will be shown in passenger's tickets, or in the case of an electronic ticket, in the itinerary and receipt. Depending on the route to be flown, this amount is based either on the weight of the baggage (the "weight system") or a combination of weight, size and number of pieces (the "piece system"). More information is available at the offices of Carrier and its authorized agents, and on Carrier's web site ([www.klm.com](http://www.klm.com)).

## **6. EXCESS BAGGAGE**

(a) The carriage of baggage in excess of the free baggage allowance is subject to a charge. Details concerning this charge are available at the points of sale of Carrier and its authorized agents, and on Carrier's web site ([www.klm.com](http://www.klm.com)).

(b) Unless advance arrangements for its carriage have been made with Carrier, Carrier may carry on later flights baggage which is in excess of the applicable free allowance and for which the applicable charge has been paid.

## **7. EXCESS VALUE DECLARATION AND CHARGE**

(a) A passenger may declare a value for checked baggage in excess of the applicable liability limits. If the passenger makes such a declaration, Carrier may charge a supplementary sum, which is to be paid by passenger. This sum shall be based on a tariff which is related to the additional costs involved in transporting and insuring the baggage, over and above those costs for baggage valued at or below the liability limit. The tariff shall be made available to passenger upon request at the

points of sale of Carrier and its authorized agents

(b) Carrier will accept only an excess value declaration on checked baggage on its own flights.

## **8. UNCHECKED BAGGAGE**

(a) Baggage which the passenger carries on to the aircraft must fit under the seat in front of the passenger or in an en-closed storage compartment in the cabin that is available for use by the passenger. Unchecked baggage must also comply with Carrier's further regulations and must fit the maximum dimensions and the maximum weight as specified at the airport. Any instruction given by Carrier in this respect shall be followed by the passenger. Items other than the kind or in excess of a number as specified in the ticket cover and/or by Carrier and items determined by Carrier to be of excessive weight or size or considered unsafe for any reason will not be permitted in the cabin and will further be regarded and handled as checked baggage. Due to the operation by Carrier of smaller aircraft on regional flights, storage space on such aircraft is restricted. Should a journey involve one or more of Carrier's regional flights, the passenger may be asked to surrender (a part of) his unchecked baggage on these flight(s). This baggage will then further be regarded and handled as checked baggage.

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

## **9. COLLECTION AND DELIVERY OF BAGGAGE**

(a) It is the passenger's responsibility to collect his baggage as soon as it is available for collection at places of destination or stopover. Should the passenger not collect

it within a reasonable time, Carrier may charge the passenger a storage fee.

(b) Only the bearer of the baggage identification tag delivered at the time the baggage was checked is entitled to collect his baggage.

(c) Acceptance of baggage by the bearer of the baggage identification tag without complaint at the time of

delivery is prima facie evidence that the baggage has been delivered in good condition and in accordance with the contract of carriage.

## **10. ANIMALS**

(a) Carriage of dogs, cats, domestic birds and other pet animals is subject to Carrier's explicit approval upon reservation. It is contingent on the animals being

properly crated and accompanied by valid health and vaccination certificates, entry permits, and other documents (including but not limited to certificates,

passports and/or other proof of identification) required by countries of entry or

transit. Carrier reserves the right to determine the manner of carriage and to limit the number of animals which may be carried on a flight.

(b) If accepted as baggage, the animal together with its container and food carried, shall not be included in the free baggage allowance of the passenger but constitute excess baggage, for which the passenger shall pay the applicable rate.

(c) Animals, trained to assist governmental officials, rescue teams or handicapped persons, and accompanying such passengers, will be carried free of charge, together with containers and food, in addition to the applicable free baggage allowance.

(d) Acceptance for carriage of all animals is subject to the condition that the passenger assumes full responsibility for such animal and the necessary permits and certificates, or the like. Carrier shall not be liable for injury to or loss, delay, sickness or death of such animal in the event that it is refused entry into or passage through any country, state or territory, unless such damage has been caused by Carrier's wilful misconduct or gross negligence.

#### **ARTICLE 10. SCHEDULES**

1. Except in case of Carrier's wilful misconduct or gross negligence, Carrier shall not be liable for errors and omissions in timetables, in other published schedules, or on its web site.

2. Passenger is responsible to provide KLM with his contact details and/or contact address through which he may be contacted in the event of changes to the flight schedule(s).

#### **ARTICLE 11. CANCELLATION AND/OR DELAY OF FLIGHTS**

1. Carrier will take all necessary measures to avoid delay in carrying the passenger and his baggage. In order to prevent a flight cancellation or delay, Carrier may arrange for a flight to be operated on its behalf by an alternative carrier and/or aircraft and/or means of transport.

#### **2. REMEDIES FOR CANCELLATION AND DELAY OF PASSENGERS DEPARTING FROM AN AIRPORT LOCATED OUTSIDE THE EUROPEAN COMMUNITY**

If Carrier cancels or delays a flight, is unable to provide previously confirmed space, fails to stop at a passenger's stopover or destination place, or causes the passenger to miss a connecting flight on which the passenger holds a Confirmed Reservation, Carrier shall either:

(a) carry the passenger on another of its scheduled services on which space is available in the same class of travel;

(b) re-route the passenger to the destination indicated on the ticket or applicable portion thereof by its own scheduled services; or

(c) at the passenger's option, make a refund in accordance with the provisions of article 12.

### **3. SPECIAL REMEDIES FOR CANCELLATION AND LONG DELAY FOR PASSENGERS DEPARTING FROM AN AIRPORT LOCATED IN THE EUROPEAN COMMUNITY**

This paragraph 3 applies exclusively to passengers departing from an airport located in the territory of one of the countries in the European Community, who have a Confirmed Reservation on, and hold a valid ticket for a flight operated by KLM, and have checked in or have presented themselves at the check-in desk before the latest check-in time (or for connecting passengers: the minimum connecting time for that airport) as specified by Carrier, or such any other time indicated to them in advance by Carrier or by its agent, or if no time is indicated, not later than 45 minutes before the published departure time. Special remedies for cancellation and delay apply to such passengers, as follows: -

#### **3.1 CANCELLATION**

In case of cancellation of a flight operated by KLM, KLM shall offer a passenger:

(1) the choice between:

(a) reimbursement of the full cost of the unused ticket, or the unused portion(s) of the ticket known to KLM, whichever is applicable, at the price at which it was bought, and for the portion(s) already used if the flight is no longer serving any purpose in relation to the passenger's original travel plan, together with, when relevant, a return flight to the first point of departure of the ticket known to KLM, at the earliest opportunity;

(b) re-routing, under comparable transport conditions, to his/her final destination, as specified at the ticket known to KLM, either at the earliest opportunity or at a later date at the passenger's convenience, subject to availability of seats;  
and;

(2) meals, refreshments in a reasonable relation to the waiting time, and two telephone calls, or telex or fax messages, or e-mails; and in the event of re-routing, when the reasonably expected time of departure is at least the day after the time of departure previously announced (hotel) accommodation and transport between the airport and the place of accommodation;  
and;

(3) compensation in accordance with the schedule in article 20 paragraph 2.2 (b), unless the passenger is informed of the cancellation:

(i) at least two weeks before the scheduled time of departure, or

(ii) between two weeks and seven days before the scheduled time of departure and is offered re-routing, allowing him to depart no more than two hours before the scheduled time of departure and to reach his final destination less than four hours after the scheduled time of arrival; or

(iii) less than seven days before the scheduled time of departure and is offered re-routing, allowing him to depart no more than one hour before the scheduled time of departure and to reach his final destination less than two hours after the scheduled time of arrival; or

(iv) the cancellation is due to Force Majeure.

### **3.2 LONG DELAY**

In case of delay of a flight operated by KLM beyond its scheduled time of departure:

- (a) for two hours or more in the case of flights of 1,500 kilometers or less; or
- (b) for three hours or more in the case of all intra-Community flights of more than 1,500 kilometers and of all other flights between 1,500 and 3,500 kilometers; or
- (c) for four hours or more in the case of all flights not falling under paragraph 3.2 a. or b.;

KLM shall offer a passenger:

- (1) the assistance specified in paragraph 3.1 (2); and,
- (2) when the delay is at least five hours, the assistance specified in paragraph 3.1.(1) (a).

### **3.3**

A written notice setting out the remedies for cancellation and delay shall be provided to the passengers concerned.

### **3.4**

The compensation and/or reimbursement as specified in paragraph 3.1 (1) a, 3.1 (3), and 3.2.(2) shall be paid in cash, by electronic bank transfer, bank orders or bank cheques, at the discretion of KLM or, with the signed agreement of the passenger, in credit vouchers and/or other services. When the compensation and/or reimbursement is paid in the form of a credit voucher for a KLM flight, the amount will be higher than the cash amount.

### **4.**

Carrier's liability for damage as a result of delay and cancellation is in any event limited to the sums mentioned in article 17.

## **ARTICLE 12. REFUNDS**

### **1. GENERAL**

a. If, on the part of Carrier or at the request of the passenger, carriage in accordance with the contract of carriage is not provided, refund for an unused ticket or unused portion thereof shall be made by Carrier in accordance with the following paragraphs of this article and pursuant to the relevant tariff regulations.

b. (1) Except as hereinafter provided in this paragraph, Carrier shall be entitled to make refund, upon the presentation of satisfactory proof, either to the person named in the ticket or to the person who has paid for the ticket.

(2) If a ticket has been paid for by a person other than the passenger named in the ticket, and Carrier has indicated on the ticket that there is a restriction on refund, Carrier shall make a refund only to the person paying for the ticket or to that person's order.

(3) Except where a passenger is not entitled to a refund, refunds will only be made on surrender to Carrier of the passenger coupon or passenger receipt and surrender of all unused flight coupons.

(4) A refund made to anyone presenting the passenger coupon or passenger

receipt and an unused flight coupon and holding himself out as a person to whom refund may be made in terms of subparagraphs (a) or (b) of this paragraph, shall be deemed a proper refund. A refund made to a person in accordance with this paragraph shall discharge Carrier from liability to refund and no other person shall be entitled to claim any further refund in respect of the same ticket.

(5) If the passenger holds a ticket which has been issued at a special fare, and is subsequently completely unused because the passenger is prevented from travelling due to his own force majeure, Carrier shall provide the passenger with a credit voucher of the non-refundable amount of the fare, for future travel on Carrier's flights, provided the passenger has promptly advised Carrier of such force majeure, and has furnished evidence of such force majeure to Carrier's satisfaction. The credit may be subject to deduction of a reasonable administration fee.

## **2. INVOLUNTARY REFUNDS**

If, pursuant to article 11 paragraph 2, Carrier cancels a flight, fails to operate a flight reasonably to schedule, fails to stop at a place to which the passenger is destined or ticketed to stop over, is unable to provide previously confirmed space, causes the passenger to miss a connecting flight on which the passenger holds a reservation; or Carrier refuses carriage under conditions as mentioned in article 8, paragraph 1 (except sub ) i, j and n), the amount of the refund shall be:

- (1) if no portion of the ticket has been used, an amount equal to the fare paid;
- (2) if a portion of the ticket has been used, the refund will not be less than the difference between the fare paid and the applicable fare for travel between the places for which the ticket has been used.

## **3. VOLUNTARY REFUNDS**

If the passenger wishes a refund of his or her ticket for reasons other than those set out in paragraph 2 of this article, the amount of the refund shall be:

- (1) if no portion of the ticket has been used, an amount equal to the fare paid, less any applicable service charges or cancellation fees;
- (2) if a portion of the ticket has been used, an amount equal to the difference between the fare paid and the applicable fare for travel between the places for which the ticket has been used, less any applicable reasonable service charges and/or cancellation fees.

## **4. REFUND OF LOST OR STOLEN TICKETS**

(a) If a ticket or portion thereof is lost or stolen upon furnishing Carrier with satisfactory proof of the loss or theft and upon payment of a reasonable administration charge, refund will be made as soon as practicable after the expiry of the validity period of the ticket, on condition that:

- (1) the lost or stolen ticket, or portion thereof, has not been used, previously refunded or replaced, and
- (2) the person to whom the refund is made undertakes, in such form as may be prescribed by Carrier, to repay Carrier the amount refunded in the event and to the extent that the lost or stolen ticket or portion thereof is used by any person or that

refund thereof is made to any person in possession of the ticket.

(b) The amount of the refund for lost or stolen tickets shall be the difference between the total amount paid for the carriage, including any replacement ticket, and the fare for the carriage actually used.

(c) No refund for a lost or stolen ticket will be made within a two-month period after issuance of the original ticket.

## **5. INVOLUNTARY DOWNGRADING**

In the event a passenger has involuntarily been downgraded, the refunded amount will be established as follows:

(a) FOR PASSENGERS DEPARTING FROM AN AIRPORT LOCATED IN THE EUROPEAN COMMUNITY:

(i) 30% of the price of the ticket for all flights of 1,500 kilometers or less; or

(ii) 50% of the price of the ticket for all intra-Community flights of more than 1,500 kilometers, except flights between the European territory of the Member States and the French overseas departments, and for all flights between 1,500 kilometers and 3,500 kilometers, or;

(iii) 75% of the price of the ticket for all flights not falling under article 12 paragraph 5.a. (i) and (ii), including flights between the European territory of the Member States and the French overseas department.

The refunds paid in accordance with this paragraph 5 (a) are based on the price of the ticket known to KLM and shall be paid in cash, by electronic bank transfer, bank orders or bank cheques, at the discretion of KLM or, with the signed agreement of the passenger, in credit vouchers and/or other services. When the refund is paid in the form of a credit voucher for a KLM flight, the amount will be higher than the cash amount.

(b) FOR ALL OTHER PASSENGERS:

(i) In case on the stretch where downgrading occurs, a normal one way and return adult fare for Economy-class exists, the refund shall be the difference between the Business-class fare and the Economy-class fare for the stretch and the type of flight concerned;

(ii) In case on the stretch where the downgrading occurs, no normal one way adult fare for Economy-class exists, the refund shall be:

- for European stretches 15% of the local Europe Select Class fare for the stretch and the type of flight concerned;

- for stretches in other parts of the world 15% of the local Business class fare for the stretch and the type of flight concerned.

The refund in this paragraph 5 (b) shall be paid by the means provided for in paragraph 5 (a) under (iii). When the refund is paid in the form of a credit voucher for a KLM flight, the amount will be higher than the cash amount.

## **6. RIGHT TO REFUSE REFUND**

(a) Carrier is entitled to refuse a refund when application therefore is made later than the thirty (30) days after the expiry date of the ticket or the credit voucher was issued and a portion of the ticket or the credit voucher has been used.

(b) Carrier may refuse refund on a ticket which has been presented to Carrier or to

Government officials of a country as evidence of intention to depart there from, unless it is established that the passenger has permission to remain in the country or that he will depart there from by another carrier or another means of transport.

#### **7. CURRENCY**

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

#### **8. BY WHOM TICKET REFUNDABLE**

Refunds will be made only by the Carrier which originally issued the ticket or by its agent if so authorized.

### **ARTICLE 13. CONDUCT ABOARD AIRCRAFT**

1. The conduct of a passenger on board of the aircraft must be such that, in Carrier's reasonable opinion, he does not endanger or threaten to endanger one or more persons or goods or the aircraft. The passenger must, in Carrier's reasonable opinion, not obstruct the crew in the performance of its duties and must comply with any instruction of the crew given in order to ensure the safety of the aircraft or the safe, efficient and comfortable transportation of the passengers. The passenger must, in Carrier's reasonable opinion, refrain from behaving in such a manner to which other passengers may reasonably object.
2. For safety reasons, Carrier may forbid or limit operation aboard the aircraft of electronic equipment, including cellular telephones, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices, including radio controlled toys and walkie-talkies, except that hearing aids and heart pacemakers may be used.
3. On board the aircraft the passenger shall not be under such influence of alcoholic beverages or drugs or such other substances that he could possibly endanger or threaten to endanger one or more persons or goods or the aircraft itself or conducts himself in such way that the other passengers could reasonably object thereto. Consumption of any alcoholic beverages carried into the aircraft by the passenger is prohibited.
4. Carrier may prohibit all smoking on board.
5. If the passenger fails to comply with the provisions of the previous paragraphs, Carrier may take such measures as the situation requires and as Carrier deems reasonably necessary, to prevent continuation of such conduct. Such measures may include restraint and/or disembarkation of the passenger, refusal of onward carriage of the passenger at any point and reporting the passenger to the local authorities.
6. If the passenger does not comply with the provisions of this Article and Article 8 paragraph (1) or acts otherwise in conflict with his obligations, Carrier reserves the right to institute legal proceedings and to claim damages.

7. If as a result of passenger's behaviour, Carrier diverts the aircraft to an unscheduled place of destination, passenger must pay to carrier the reasonable and proper costs of such diversion.

## **ARTICLE 14. ARRANGEMENTS BY CARRIER**

### **1. LIABILITY**

(a) If in the course of concluding the contract of carriage by air, KLM also agrees to make arrangements as agent for the provision of additional services KLM shall have no liability to the passenger except for negligence on its part in making such arrangements.

(b) If KLM provides additional services as a tour operator, KLM's liability is subject to the rules and conditions applicable to package tour agreements, such as EC Directive 90/314.

### **2. TRANSFER SERVICES**

Carrier does not as a general rule maintain, operate or provide transfer services between airports or between airports and town centers. Carrier is not liable for transfer services provided by third parties not designated by Carrier. In cases where Carrier itself maintains and operates for its passengers transfer services, these General Conditions of Carriage shall apply to such services. Applicable charges for the use of transfer services maintained and operated by Carrier itself shall be payable by the passenger.

### **3. RAIL CARRIAGE**

Rail carriage from or to Amsterdam Airport Schiphol (The Netherlands) shall only be offered by KLM as agent, even if such carriage is named on the ticket under KL-designator code. KLM shall not be liable for any damage, also including but not limited to loss, delay and non-performance, occurred during the period of carriage by rail. KLM may only be held liable as agent. The liability of KLM as agent is in any event limited to the price of the ticket with regard to the relevant flight.

### **4 ADDITIONAL SERVICES**

A separate charge may be payable for liquor, snacks, meals, the provision of in-flight services and any other additional services provided on board the aircraft or in the course of any of the operations of embarking and disembarking. Carrier will use its best endeavours to comply as far as possible with special requirements, such as cradles, special meals, beverages, but is not answerable for any failure to do so.

## **ARTICLE 15. ADMINISTRATIVE FORMALITIES**

### **1. GENERAL**

The passenger is responsible for obtaining all required travel documents and for complying with all laws, regulations, orders, demands and travel requirements of

countries to be flown from, into or through which he transits. Carrier shall not be liable for the consequences to any passenger resulting from his or her failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, and travel requirements, rules or instructions.

## **2. TRAVEL DOCUMENTS**

On request the passenger shall present to Carrier or its employees, agents or representatives all exit, entry, health and other documents required by laws, regulations, orders, demands or travel requirements of the countries concerned and permit Carrier to take and retain copies thereof or otherwise to retain the data contained in the relevant documents. Carrier reserves the right to refuse carriage of any passenger who has not complied with applicable laws, regulations, orders, demands or travel requirements or whose documents do not appear to be in order or who does not permit Carrier to take and retain copies thereof or otherwise retain the data contained in the relevant documents.

## **3. REFUSAL OF ENTRY**

The passenger agrees to pay the applicable fare whenever Carrier, on Government order, is required to return a passenger to his place of departure or elsewhere, owing to the passenger's inadmissibility into a country, whether of transit or of destination. Carrier may apply to the payment of such fare any funds paid to Carrier for unused carriage, or any funds of the passenger in the possession of Carrier. The fare collected for carriage to the place of refusal of entry or deportation will not be refunded by Carrier. For reasons of safety and good order the captain and/or the escorting police may hold the relevant travel documents of the passenger under its custody during the flight to his place of departure or elsewhere.

## **4. PASSENGER RESPONSIBLE FOR FINES, DETENTION COSTS ETC.**

If Carrier is required to pay or deposit any fine, penalty or security or incurs 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, the passenger shall on demand reimburse to Carrier any amount so paid or deposited and any expenditure so incurred. Carrier may use towards such expenditure any funds paid to Carrier for unused carriage or any funds of the passenger in the possession of Carrier or may refuse carriage if the passenger does not reimburse Carrier for payments so made or expenditure so incurred. Information in respect of government laws, regulations, orders or requirements (which may result in Carrier making such payments or incurring such expenditure) shall be supplied on request to the best of Carrier's knowledge but, except in case of its wilful misconduct or gross negligence, Carrier does not accept any liability in respect of information so supplied.

## **5. CUSTOMS INSPECTION**

If required, the passenger shall attend inspection of his baggage, delayed and/or undelayed and checked and/or unchecked, by Customs

and/or other Government officials and shall give all requested assistance. Carrier is not liable to the passenger for any loss or damage suffered by the passenger through failure to comply with this requirement. If damage is caused to Carrier as a result of the passenger's failure to comply with this requirement, or as a result of the passenger permitting Carrier to have the customs inspection performed on passenger's behalf, the passenger shall indemnify Carrier for such damage.

#### **6. GOVERNMENT REGULATIONS**

Carrier shall not be liable for any loss or damage on the part of the passenger, if such loss or damage results from Carrier's refusal to carry the passenger, and Carrier believes or may reasonably believe that carriage of the passenger would be in contravention of government regulations, demands, order, requirements, or any other applicable law. This paragraph does not apply in the event of wilful misconduct or gross negligence on the part of Carrier.