



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

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## **INTRODUCTION**

If you have been issued with a ticket for carriage by air by Air Tanzania, then you have a contract of carriage with Air Tanzania. That contract gives you the right to be carried on a flight or series of flights and its terms are governed by:

- a. The terms and conditions of contract of the Ticket;
- b. These General Conditions of Carriage;
- c. Applicable Tariffs; and
- d. Our Specific Regulations.

## **ARTICLE 1: WHAT PARTICULAR EXPRESSIONS MEAN IN THESE CONDITIONS**

As you read these conditions, please note that:

**We, Our, Ourselves, Us:** means ATCL - AIR TANZANIA COMPANY LIMITED COMPANY LIMITED

**"You", "Your" And "Yourself"** means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also definition for "Passenger").

**"Agreed Stopping Places"** means those places, except the place of departure and the place of destination, set out in the Ticket or shown in our timetables as scheduled stopping places on your route.

**"Airline Designator Code"** means the two characters or three letters which identify particular air carriers.

**"Baggage"** means your personal property accompanying you in connection with your trip. Unless otherwise specified, it consists of 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 an air carrier other than ourselves, whose airline designator code appears on your Ticket or on a Conjunction Ticket.

**"Checked Baggage"** means Baggage of which we take 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 Contract"** means those statements contained in or delivered with your Ticket or Itinerary/Receipt, identified as such and which incorporate, by reference, these Conditions of Carriage and notices.

**"Conjunction Ticket"** means a Ticket issued to you with relation to another Ticket which together constitute a single contract of carriage.

**"Convention"** means whichever of the following instruments are applicable:

The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (hereinafter referred to as the Warsaw Convention);

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

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

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

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

The Guadalajara Supplementary Convention (1961);

The Montreal Convention (1999)

**"Coupon"** means both a paper Flight Coupon and an Electronic Coupon, each of which entitles the named passenger to travel on the particular flight identified on it.

**"Damage"** includes death, wounding, or bodily injury to a Passenger, loss, partial loss or theft of or other damage to Baggage, arising out of or in connection with carriage or other services incidental thereto performed by us.

**"Days"** mean 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 provided further that for purposes of determining duration of validity of a Ticket, 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," or in the case of an Electronic Ticket, the Electronic Coupon, and indicates the particular places between which you are entitled to be carried.

**"Force Majeure"** means unusual and unforeseeable circumstances beyond your control, the consequences of which could not have been avoided even if all due care had been exercised.

**"Itinerary/Receipt"** means a document or documents issued by us or on our behalf to Passengers travelling on Electronic Tickets that contains the Passenger's name, flight information and notices.

**"Notice of Contract Terms Incorporated by Reference"** means those statements contained in or delivered with your Ticket or Itinerary/Receipt, identified as such and which incorporate by reference, these Conditions of Carriage and notices.

**"Passenger"** means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also definition for "you", "your" and "yourself").

**"Passenger Coupon" Or "Passenger Receipt"** means that portion of the Ticket issued by us or on our behalf, which is so marked and which ultimately is to be retained by you.

**"Special Drawing Rights"** are an international unit of account, defined by the International Monetary Fund, based upon the values of several leading currencies. The currency values of the Special Drawing Right fluctuate and are re-calculated each banking day. These values are known to most commercial bankers and are reported regularly in leading financial journals.

**"Stopover"** means a scheduled stop on your journey, at a point between the place of departure and the place of destination.

**"Tariff"** means the published fares, charges and/or related conditions of carriage of an airline filed, where required, with the appropriate authorities.

**"Ticket"** means either the document entitled "Passenger Ticket and Baggage Check" or the Electronic Ticket, in each case issued by us or on our behalf, and includes the Conditions of Contract, notices and Coupons.

**"Unchecked Baggage"** means any of your Baggage other than Checked Baggage.

## **ARTICLE 2: APPLICABILITY**

### **2.1 General**

- 2.1.1 Except as provided in Articles 2.4 and 2.5, these Conditions of Carriage apply to all flights operated by us and in any case where we have a legal liability to you in relation to your flight.
- 2.1.2 These Conditions also apply to gratuitous and reduced fare carriage except to the extent that we have provided otherwise in our Regulations or in the relevant contracts, passes or tickets.

### **2.2 Charter Operations**

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

### **2.3 Code Shares**

On some services we may have arrangements with other carriers known as "Code Shares". This means that even 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 name of the other carrier operating the aircraft at the time you make a reservation.

### **2.4 Overriding Law**

- 2.4.1. These Conditions of Carriage are applicable unless they are inconsistent with our Tariffs or applicable law in which event such Tariffs or laws shall prevail
- 2.4.2. 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
- 2.4.3. If any provision of these Conditions of Carriage is invalid, under any applicable law, the other provisions shall nevertheless remain valid

### **2.5 Conditions Prevail Over Regulations**

Except as provided in these Conditions of Carriage, in the event of inconsistency between these Conditions of Carriage 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**

- 3.1.1. We will provide carriage only to the Passenger named in the Ticket, and you may be required to produce appropriate identification.
- 3.1.2. You cannot transfer your Ticket.
- 3.1.3. Some Tickets are sold at discounted fares which may be partially or completely non-refundable. You should choose the fare best suited to your needs. You also may wish to ensure that you have appropriate insurance to cover instances where you have to cancel your Ticket.
- 3.1.4. If you have a Ticket, as described in 3.1.3 above, which is completely unused, and you are prevented from travelling due to Force Majeure, provided that you promptly advise us and furnish evidence of such Force Majeure, we will provide you with a credit of the non-refundable amount of the fare, for future travel on us, subject to deduction of a reasonable administration fee.

- 3.1.5. The Ticket is and remains at all times the property of the issuing Carrier. Requirement for Ticket Except in the case of an Electronic Ticket, you shall not be entitled to be carried on a flight unless you present a valid Ticket containing the Flight Coupon for that flight and all other unused Flight Coupons and the Passenger Coupon. In addition, you shall 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 Agents. In the case of an Electronic Ticket, you shall not be entitled to be carried on a flight unless you provide positive identification and a valid Electronic Ticket has been duly issued in your name and delivered to you
- 3.1.6. Loss, Mutilation, or Non-presentation 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 of it) 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 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. We will not claim reimbursement from you for any such losses which result from our own negligence. The issuing carrier may charge a reasonable administration fee for this service, unless the loss or mutilation was due to the negligence of the issuing carrier, or its Agents.
- 3.1.7. Where such evidence is not available or you do not sign such an agreement, the carrier issuing the Ticket may require you to pay up to the full Ticket price for a replacement Ticket, subject to refund if and when the original issuing carrier is satisfied that the lost 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, you surrender it to the carrier issuing the new Ticket, the foregoing refund will be processed at that time.
- 3.1.8. A ticket is valuable and you should take appropriate measures to safeguard it and ensure it is not lost or stolen.

## **3.2. Period Of Validity**

- 3.2.1 Except as otherwise provided in the Ticket, these Conditions, or in applicable Tariffs, (which may limit the validity of a ticket, in which case the limitation will be shown on the Ticket), a Ticket is valid for:
- a. one year from the date of issue; or
  - b. Subject to the first travel occurring within one year from the date of issue, one year from the date of first travel under the Ticket.
- 3.2.2 When 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 confirm a reservation, the validity of such Ticket will be extended or you may be entitled to a refund in accordance with Article 11.
- 3.2.3 If after having commenced your journey, you are prevented from travelling within the period of validity of the Ticket by reason of illness, we may extend the period of validity of your Ticket until the date when you become fit to travel or until our first flight after such date, from the point where the journey is resumed on which space is available in the class of service for which the fare has been paid. Such illness must be attested to by a medical certificate. When the flight coupons remaining in the Ticket, or in the case of an Electronic Ticket, the Electronic Coupon, involve one or more Stopovers, the validity of such Ticket may be extended for not more than three months from the date shown on such certificate. In such circumstances, we will similarly extend the period of validity of Tickets of other members of your immediate family accompanying you.
- 3.2.4 In the event of death of a Passenger en-route, the Tickets of the persons accompanying the Passenger may be modified by waiving any restriction and 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 who accompanied the Passenger may likewise be 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 not longer than forty-five (45) Days from the date of the death.

### **3.3. Coupon Sequence**

3.3.1 The Ticket you have purchased is valid only for the transportation as 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 upon 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. The Ticket will not be honored and will lose its validity if the Coupons (or flights mentioned in the Ticket) are not used in the sequence provided in the Ticket. For example, where you commence your journey at any stopover or agreed stopping place.

3.3.2 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 or maintaining your original transportation as ticketed. Should you be required to change any aspect of your transportation due to Force Majeure, you must contact us as soon as practicable and we will use reasonable efforts to transport you to your next Stopover or final destination, without recalculation of the fare.

3.3.3 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 for your revised transportation. We will refund you the difference if the new price is lower but otherwise, your unused Coupons have no value.

3.3.4 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.

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

3.3.6 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 do advise us in advance, we will not cancel your subsequent flight reservations.

### **3.4. Our Name And Address**

Our name may be abbreviated to our Airline Designator Code, or otherwise, in the Ticket our address is ATC house Ohio Street PO Box 543 Dar Es salaam, Tanzania as indicated for our first flight segment in the Itinerary Receipt.



## **ARTICLE 4: STOPOVERS**

- 4.1 Stopovers may be permitted at Agreed Stopping Places subject to Government requirements and our Regulations.
- 4.2 Stopovers must be arranged with Carrier in advance and specified on the ticket.

## **ARTICLE 5: FARES, TAXES, FEES AND CHARGES**

### **5.1 Fares And Other Charges**

Fares apply only for carriage from the airport at the point of origin to the airport at the point of final destination, unless otherwise expressly stated. Fares do not include land (road, rail) and maritime transport service between airports and between airports and town terminals. 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 Charges, Surcharges, Fees And Taxes**

- 5.2.1 Applicable charges, fees and taxes not included in the fare that are imposed on us or on you, collected by us on behalf of governments or other authorities, or by airport operators, shall be payable by you. At the time you purchase your Ticket, you will be advised of charges, fees and taxes not included in the fare, most of which will normally be shown separately on the Ticket. The charges, fees and taxes imposed on air travel are constantly subject to change and can be imposed after the date of Ticket issuance. If there is an increase in the charge, fee or tax shown on the Ticket, you will be obliged to pay it. Likewise, if a new charge, fee or tax is imposed after Ticket issuance, you will be obliged to pay it. In the event any charges, 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, a lesser amount is due, or you cancel your Ticket, you will be entitled to, subject to applicable laws, claim a partial or full refund of unused charges, fees and/or taxes (as the case may be) without being subject to any administration fees.
- 5.2.2 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 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 fees as we may determine from time to time as applicable to such refund. As such 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.

### **5.3 Currency**

Fares, taxes, fees and charges are payable in the currency of the country in which the Ticket is issued, unless another currency is indicated by us or our authorized 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.

## **ARTICLE 6: RESERVATIONS**

### **6.1 Reservation Requirements**

6.1.1 We or our authorized Agents will record your reservation(s). Upon request, we will provide you with written confirmation of your reservation(s).

6.1.2 Certain fares 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.

### **6.2 Ticketing Time Limits**

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

### **6.3 Personal Data**

We may use the personal information that you provide and we collect, including information about how your purchase history and how you use our services and facilities 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 programs; systems testing, maintenance and development; IT training; customer relations; helping us to deal with you more efficiently in the future; 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).. For these purposes, you authorize us to retain and use such data as long as it is needed to perform these tasks and to transmit it to our own offices, authorized Agents, government agencies, other carriers or the providers of the above-mentioned services. You may be required, by government regulations, to provide specific personal data or information to us, including information to enable us to notify 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. Further information on our data privacy policy, including how to access and correct this data, can be obtained from our offices and our website.

### **6.4 Seating**

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

### **6.5 Service Charge When Space Not Occupied**

Except in the case of travel on non-refundable fares, a reasonable 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.

### **6.6 Special Services**

- 6.6.1 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.
- 6.6.2 If you are a passenger with a disability and you require any special assistance you should inform us at the time of booking of your special assistance needs so we may have adequate time to make appropriate arrangements.
- 6.6.3 If you are a passenger with a disability, we will assist you in reaching those locations where arrangements have been made to provide for your special needs. If you do not inform us at the time of your special needs, we will nevertheless use reasonable efforts to accommodate your special needs.
- 6.6.4 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.
- 6.6.5 We reserve the right to cease accepting passengers who must travel on a stretcher on any flight.
- 6.6.6 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).

## **6.7 On Board Services**

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

## **6.8 Reconfirmation of Reservations**

- 6.8.1 Onward or return reservations may be subject to the requirement to reconfirm the reservation within specified time limits. We will advise you when we require reconfirmation, and how and where it should be done. If it is required and you fail to reconfirm, we may cancel your onward or return reservations. However, if you advise us you still wish to travel, and there is space on the flight in the class of service for which the fare has been paid, we will reinstate your reservations and transport you to your next or final destination. If there is no space available on the flight in the class of service for which the fare has been paid, we will use reasonable efforts to transport you to your next or final destination.
- 6.8.2 You should check the reconfirmation requirements of any other Carriers involved in your journey with them. Where it is required, you must reconfirm with the Carriers whose code appears for the flight in question on the Ticket.

## **6.9 Cancellation Of Onward Reservations**

Please be advised that if you do not show up for any flight without advising us in advance, we may cancel your return or onward reservations. However, if you do advise us in advance, we will not cancel your subsequent flight reservations.

## **ARTICLE 7: CHECK-IN AND BOARDING**

- 7.1 Check-in Deadlines are different at every airport and we recommend that you inform yourself

about these Check-in Deadlines and honor them. Your journey will be smoother if you allow yourself ample time to comply with the Check-in Deadlines. We reserve the right to cancel your reservation if you do not comply with the Check-in Deadlines indicated. We or our authorized Agents will advise you of the Check-in Deadline for your first flight on us.

For any subsequent flights in your journey, you should inform yourself of the Check-in Deadlines. Check-in Deadlines for our flights can be found in our timetable, or may be obtained from us or our authorized Agents.

- 7.2 You must be present at the boarding gate not later than the time specified by us when you check-in.
- 7.3 We may cancel the space reserved for you if you fail to arrive at the boarding gate in time or if you fail to present required travel documents as provided in Article 14.2.
- 7.4 We will not be liable to you for any loss or expense incurred due to your failure to comply with the provisions of this Article.

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

### **8.1 RIGHT TO REFUSE CARRIAGE**

- 8.1.1 In the reasonable exercise of our discretion, we may refuse to carry you or your Baggage (even if you hold a valid Ticket and/or have a boarding pass) 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. In this circumstance, you will be entitled to a refund as provided in Article 11.3. We may also refuse to carry you or your Baggage if one or more of the following have occurred or we reasonably believe may occur:
  - 8.1.2 such action is necessary in order to comply with any applicable government laws, regulations, or orders;
  - 8.1.3 you refuse our requests for information about yourself including information required by governments;
  - 8.1.4 your mental or physical state, including your impairment from alcohol or drugs, presents a safety or health hazard or risk to yourself, to passengers, to crew, or to property or may materially affect the comfort of other Passengers or crew (however, we will make reasonable accommodations for passengers with disabilities in accordance with applicable laws); or
  - 8.1.5 you have committed misconduct on a previous flight, and such conduct may be repeated; or
  - 8.1.6 you have refused to submit to a security check for yourself or your Baggage, or having submitted to such a check, you fail to provide satisfactory answers to security questions at check-in or at the boarding gate, or you fail a security profiling assessment/analysis, or you tamper with or remove any security seals on your Baggage or security stickers on your boarding pass; or
  - 8.1.7 you have not paid the applicable fare, taxes, fees, or charges; or
  - 8.1.8 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 flight or refuse to surrender your travel documents to the flight crew, against receipt, when so requested; or
  - 8.1.9 You present a Ticket that has been acquired unlawfully, or has been purchased from an entity other than us or our authorized Agents or has been reported as being lost or stolen; or is a counterfeit ticket; or you cannot prove that you are the person named in the Ticket. We reserve the right to retain such Ticket; or
  - 8.1.10 you fail to comply with the requirements set forth in Article 3.3 above concerning coupon sequence and use, or you present a Ticket which has been issued or altered in any way, other than by us or our authorized Agents, or the Ticket is mutilated;
  - 8.1.11 you fail to observe our instructions with respect to safety or security; or

8.1.12 you have previously committed one of the acts or omissions referred to above.

## **8.2 CONSEQUENCES OF REFUSAL TO CARRY OR REMOVAL OF PASSENGER**

If, due to your behavior, 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 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 incurred by us, including in respect of death, injury, loss, damage or delay to other persons or to property as a result of such behavior, conduct or condition and such refusal or removal. We also reserve the right to give you a banning notice. By a banning notice we mean a written notice we have given to you informing you that you are banned from being carried on our route network. This means you are banned from all flights we operate. This notice will give the date when the ban comes into force and the period for which it applies. A banning notice will also ask you not to buy a Ticket or ask or allow anyone to do so for you. If you try to travel while a banning notice is in force, we will refuse to carry you.

## **8.3 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. All or some of the requirements of Article 8.3 may not apply to Passengers with disabilities travelling to or from the United States or to or from Europe. If you ask us, we will tell you how the requirements may differ.

## **8.4 AIRCRAFT WEIGHT LIMITATION / SEATING CAPACITY**

If we believe that the aircraft weight limitation or seating capacity would otherwise be exceeded, we will decide in our reasonable discretion and subject to the provisions of Articles 9.6.3 and 10.2.4 of these General Conditions of Carriage and any applicable local laws which Passengers or articles shall be carried.

## **8.5 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.

## **8.6 ANIMALS**

We reserve the right, at our absolute discretion, to refuse to carry any animals. If we agree to carry any animals they will be carried subject to the following conditions:

8.6.1 You must ensure that animals such as dogs, cats, household birds and other pets, are properly crated (or carried in a container complying with any applicable legal requirements) and

accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit, failing which they will not be accepted for carriage. Such carriage may be subject to additional conditions specified by us, which are available on request.

- 8.6.2 If accepted as Baggage, the animal, together with its container and food, shall not be included in your free Baggage allowance, but shall constitute excess baggage, for which you will be obliged to pay the applicable rate.
- 8.6.3 Service and emotional support dogs accompanying Passengers with disabilities will be carried free of charge in addition to the normal free baggage allowance, subject to conditions specified by us, which are available on request.
- 8.6.4 Where carriage is not subject to the liability rules of the Convention, we are not responsible for injury to or loss, sickness or death of an animal which we have agreed to carry unless we have been negligent.
- 8.6.5 We will have no liability in respect of any such animal not having all the necessary exit, entry, health and other documents with respect to the animal's entry into or passage through any country, state or territory and the person carrying the animal must reimburse us for any fines, costs, losses or liabilities reasonably imposed or incurred by us as a result.

## **ARTICLE 9: BAGGAGE**

### **9.1 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 and are available at our stations or from our authorized Agents.

### **9.2 EXCESS BAGGAGE**

You will be required to pay a charge for carriage of Baggage in excess of the free Baggage allowance. These rates are available from us upon request

### **9.3 ITEMS UNACCEPTABLE AS BAGGAGE**

- 9.3.1 You must not include in your Baggage:
- 9.3.2 Items which do not constitute Baggage as defined in Article 1 hereof;
- 9.3.3 Items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the International Civil Aviation Organisation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations, and in Our Regulation. (Further information is available from us on request);
- 9.3.4 Items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from, or to;
- 9.3.5 Items which are reasonably considered by us to be 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. Information about unacceptable items is available upon request.
- 9.3.6 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.

- 9.3.7 Weapons such as antique firearms, swords, knives and similar items may be accepted as Checked Baggage, at our discretion, but will not be permitted in the cabin of the aircraft.
- 9.3.8 You are prohibited from including in your Checked Baggage, fragile or perishable items, artwork, cameras, money, jewellery, precious metals, silverware, computers, diving computers, personal electronic devices, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples.
- 9.3.9 If, despite being prohibited, any items referred to in 9.3.1, or 9.3.2 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.

#### **9.4 RIGHT TO REFUSE CARRIAGE**

- 9.4.1 Subject to paragraph 9.3.2 and 9.3.3, we will refuse to carry as Baggage the items described in 9.3, and we may refuse further carriage of any such items upon discovery. For reasons of safety or security we may request that you permit us to search your Baggage. The right of search in 9.5 does not impose an obligation on us, nor does the right of search, whether exercised or not, constitute an agreement, either express or implied by us to carry items within your baggage which would otherwise be precluded from carriage.
- 9.4.2 We may refuse to carry as Baggage any item, reasonably considered by us to be unsuitable for carriage because of its size, shape, weight, content, character, or for safety or operational reasons, or the comfort of other passengers. Information about unacceptable items is available upon request.
- 9.4.3 We may refuse to carry as Baggage any item, due to security, 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 indemnity from you in respect of claims or losses incurred as a result of Damage caused to it.
- 9.4.4 Unless advance arrangements for its carriage have been made with us, we may carry on later flights Baggage which is in excess of the applicable free allowance, subject to your paying the charge specified in Paragraph 9.2.
- 9.4.5 We may refuse to accept Baggage as Checked Baggage unless it is in our reasonable opinion properly and securely packed in suitable containers. Information about packing and containers unacceptable to us is available upon request.
- 9.4.6 We will not refuse to carry passenger wheelchairs or other disability-assistive devices, unless such carriage would be inconsistent with safety, hazardous materials or safety requirements. If you ask us, we will provide additional information concerning the carriage of wheelchairs and other disability assistive devices.
- 9.4.7 We and our agents shall not check through Baggage for other Carriers where we do not have an interline agreement with them. Therefore,
- 9.4.8 Where you intend to arrive at an airport on another Carrier order to connect with one of our flights or you intend to arrive at the airport on one of our flights in order flight you must check in advance whether we have an interline agreement with them. If we do not, you are responsible for clearing your Baggage and having it checked-in and re-tagged for the next flight. In such circumstances, we are not liable for any loss, damage or delay to your journey or

baggage.

## **9.5 RIGHT OF SEARCH**

9.5.1 For reasons of safety and security we may request that you permit a search and scan of your person and a search, 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 item described in 9.3.1 or any firearms ammunitions or weapons, which have not been presented to us in accordance with 9.3.2 or 9.3.3. If you are unwilling to comply with such requests we may refuse to carry you and your Baggage. In the event a search or scan causes damage to you, or an x-ray or scan causes damage to your Baggage, we shall not be liable for such Damage unless due to our fault or negligence

## **9.6 CHECKED BAGGAGE**

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

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

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

9.6.4 Maximum weight of any single piece of checked baggage is 32 kg (70 lb.). Acceptance of any bag weighing more than 32 kg (70 lb.) is subject to prior approval and notification upon booking/reservation. Overweight items will be repacked or split into lighter units during check-in. Such items that cannot be repacked will not be accepted for carriage. In either case, we shall not be liable to you for any loss, damage or delay arising as a result of your failure to comply with the weight allowance and need to repack, split or decline to carry the overweight items.

## **9.7 EXCESS VALUE DECLARATION AND CHARGE**

9.7.1 You may declare a value for Checked Baggage in excess of the applicable liability limits. If you make such a declaration, you shall pay reasonable additional charges in accordance with Our Regulations.

9.7.2 We will refuse to accept an excess value declaration on Checked Baggage when a portion of the carriage is to be provided by a non-IATA Member Carrier which does not offer the facility of declaring excess valuation.

## **9.8 UNCHECKED BAGGAGE**

9.8.1 Objects not suitable for carriage in the cargo compartment (such as delicate musical instruments) and which do not meet the requirements in 9.8.1 above, will only be accepted for carriage in the cabin compartment if you have given us notice in advance and permission has been granted by us. You may be required to pay a separate charge for this service.



## **9.9 COLLECTION AND DELIVERY OF BAGGAGE**

- 9.9.1 Subject to Article 9.6.3, you are required to collect your Checked Baggage as soon as it is made available at your destination or Stopover, provided that the Stopover is greater than 24 hours. For the avoidance of doubt, Checked Baggage will not be checked to an intermediate point when a passenger arrives at an intermediate point and is scheduled to depart within 24 hours after arrival, except where permitted under your Ticket. 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.
- 9.9.2 Only the bearer of the Baggage Check and Baggage Identification Tag, is entitled to delivery of Checked Baggage.
- 9.9.3 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 thereto, 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.
- 9.9.4 Acceptance of Baggage by the bearer of the Baggage Check without complaint at the time of delivery shall constitute sufficient evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage.

## **9.10 ANIMALS**

- If we agree to carry your animals they will be carried subject to the following conditions:
- 9.9.5 You must ensure that animals such as dogs, cats, household birds and other pets, are properly crated or transported in containers which meet the requirements of law, accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit failing which, such animals will not be accepted for carriage. Such carriage may be subject to additional conditions by us, which are available on request.
- 9.9.6 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. Except as provided for in Article 9.10.3, animals will not be carried in the passenger cabin of the aircraft. They will be carried, suitably containerised, in the cargo compartment of the aircraft.
- 9.10.1 Service animals accompanying passengers with disabilities 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, or as required by applicable law. Additional information concerning these conditions is available on request.
- 9.10.2 Where carriage is not subject to the liability rules of the Warsaw Convention or the Montreal Convention, we are not responsible for injury to or loss, sickness or death of an animal which we have agreed to carry, unless we have been negligent.
- We will have no liability in respect of any such animal not having all the necessary exit, entry, health and other documents with respect to the animal's entry into or passage through the person transporting the animal must reimburse us for any fines, costs losses or liabilities

reasonably imposed or incurred by us as a result.

## **ARTICLE 10: SCHEDULES, CANCELLATION OF FLIGHTS**

### **10.1 SCHEDULES**

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

Before we accept your booking, we will notify you of the scheduled flight time in effect as of that time, and it will be shown on your Ticket. It is possible we may need to change the scheduled flight time subsequent to issuance of your Ticket. If you provide us with contact information, we will endeavor to notify you of any such changes. If, after you purchase your Ticket, we make a significant change to the scheduled flight time, which is not acceptable to you, and we are unable to book you on an alternate flight which is acceptable to you, you will be entitled to a refund in accordance with Article 11.

### **10.2 CANCELLATION, REROUTING, DELAYS, ETC.**

10.2.1 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.

10.2.2 Except as otherwise provided by the Warsaw Convention or the Montreal Convention or applicable law, 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:

10.2.2.1 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

10.2.2.2 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;

10.2.2.3 or make a refund in accordance with the provisions of Article 11;

10.2.3 Upon the occurrence of any of the events set out in Article 10.2.2, except as otherwise provided by the Warsaw Convention or the Montreal Convention, or, where applicable, EC Regulation 261/2004, the options outlined in Article 10.2.2.1 through 10.2.2.3 are the sole and exclusive remedies available to you and we shall have no further liability to you. In particular, except where EC Regulation 261/2004 is 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 Paragraphs 10.2.1 - 10.2.3 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.

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.

1. First need Payment
  - First Needs Allowance (FNA) The payment shall be made immediately when it is determined that the missing bags will not arrive within 24 hours based on flight schedules, frequencies, and connectivity.
  - Residents are not eligible for first needs payment unless they provide proof of residing in another country for at least 6 months.
2. Air Tanzania will not be held liable for any damages of this nature including but not limited to;
  - Broken feet/wheels or handles /straps
  - Damage to over-packed/oversized bags
  - Damage due to unsuitable packing
  - Damage to pull handles / lost pull handles
  - Items of a fragile or perishable nature
  - Manufacturer/s defect
3. Air Tanzania will not be liable for passengers who have incomplete contact details issued by their travel agent.
4. Air Tanzania will not be responsible for, or have any liability in respect of, articles removed from your Baggage by airport security personnel acting by any applicable regulations and damage arising from our compliance with or your failure to comply with applicable laws or Government rules and regulations
5. Air Tanzania will not be responsible for any damage caused by your Baggage. You shall be responsible for any damage caused by your Baggage to other persons or property, including our property

## **ARTICLE 11: REFUNDS**

- 11.1** Unless otherwise stated in these conditions, fare rules or tariff or in accordance with applicable law, tickets are non-refundable. We will refund a Ticket or any unused portion, as set out below:
- 11.1.1 Except as otherwise provided in this Article, we shall be entitled to make refund either to the person named in the Ticket, or to the person who has paid for the Ticket upon presentation of satisfactory proof of such payment.
- 11.1.2 If a Ticket has been paid for by a person other than the Passenger named in the Ticket, and the Ticket indicates that there is a restriction on refund, we shall make a refund only to the person who paid for the Ticket, or to that person's order.
- 11.1.3 Except in the case of lost Tickets, refunds will only be made on surrender to us of the Ticket and all unused Flight Coupons.
- 11.1.4 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 pursuant to 11.2.1 or 11.2.2 shall be deemed a proper refund and shall discharge us from liability and any further claim for refund from you or from anyone else.

## **11.2 INVOLUNTARY REFUNDS**

- If we cancel a flight, fail to operate a flight reasonably according to schedule, fail to stop at your final destination or Stopover, or cause you to miss a connecting flight on which you hold a reservation, the amount of the refund shall, except where 11.2.4 applies, be:
- 11.2.1 if no portion of the Ticket has been used, an amount equal to the fare paid;
  - 11.2.2 if a portion of the Ticket has been used, the refund will be not less than the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used.
  - 11.2.3 Upon acceptance of a refund by the Passenger on the purchase of a ticket under these circumstances, we shall be released from any further liability.

## **11.3 VOLUNTARY REFUNDS**

- If you are entitled to a refund of your Ticket for reasons other than those set out in 11.2, the amount of the refund shall be:
- 11.3.1.1 if no portion of the Ticket has been used, an amount equal to the fare paid, less any reasonable service charges or cancellation fees;
  - 11.3.1.2 if a portion of the Ticket has been used, the refund will be an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used, less any reasonable service charges or cancellation fees.

## **11.4 REFUND ON LOST TICKET**

- 11.4.1 If you lose your Ticket or portion of it, upon furnishing us with satisfactory proof of the loss, and 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:

- 11.4.1.1 that the lost Ticket, or portion of it, has not been used, previously refunded or replaced, (except where the use, refund or replacement by or to a third party resulted from our own negligence);
- 11.4.1.2 that the person to whom the refund is made undertakes, in such form as may be prescribed by us, to repay to us the amount refunded in the event of fraud and/or to the extent that the lost Ticket or portion of it is used by a third party (except where any fault or use by a third party resulted from our own negligence).
- 11.4.2 If we or our authorized Agents lose the Ticket or portion of it, the loss shall be our responsibility.

## **11.5 RIGHT TO REFUSE REFUND**

- 11.5.1 We may refuse a refund where application is made after the expiry of the validity of the Ticket.
- 11.5.2 We may refuse refund on a Ticket which has been presented to us, or to Government officials, as evidence of intention to depart from that country, unless you establish to our satisfaction that you have permission to remain in the country or that you will depart from that country by another Carrier or another means of transport.
- 11.5.3 We may refuse refund in the circumstances covered by Article 8.2 of these Conditions.

## **11.6 CURRENCY**

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

## **11.7 BY WHOM TICKET REFUNDABLE**

Voluntary refunds will be made only by the carrier which originally issued the Ticket or by its agents if so authorized.

## **ARTICLE 12: CONDUCT ABOARD AIRCRAFT**

- 12.1 If, in our reasonable opinion, you 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 and fastening a seatbelt, smoking, alcohol or drug consumption, or behave in a manner which causes discomfort, inconvenience, damage or injury to other passengers or the crew, we may take such measures as we deem reasonably necessary to prevent continuation of such conduct, including restraint. You may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed on board the aircraft.
- 12.2 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.
- 12.3 **GENERAL INDEMNITY**  
If you conduct yourself in a manner described in Paragraph 12.1 above, you will 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 to property, arising from your misconduct.

## **12.4 ELECTRONIC DEVICES**

12.4.1 For safety or legal reasons, we may forbid or limit operation aboard the aircraft of electronic equipment, including, but not limited to, cellular telephones, laptop computers, portable recorders, portable radios, MP3, cassette and CD players, electronic games, laser products, or transmitting devices including remote or radio controlled toys and walkie-talkies. You must not use these items when we have informed you that they are not permitted to be used. You may also commit a criminal offence if you do. Operation of hearing aids and heart pacemakers is permitted.

12.4.2 If you fail to comply with Paragraph 12.4, we reserve the right to retain such electronic devices until the termination of your flight or until such other time as we consider appropriate.

## **ARTICLE 13: ARRANGEMENTS FOR ADDITIONAL SERVICES**

13.1 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 hotel reservations 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 such services, including a third party service providers' decision to cancel or deny any reservations.

13.2 If we are also providing surface (land or sea) transportation to you, other conditions may apply to such surface transportation. Such conditions are available from us and our authorised agents upon request.

## **ARTICLE 14: ADMINISTRATIVE FORMALITIES**

### **14.1 GENERAL**

14.1.1 You (not us) must check the relevant entry requirements for any country you are visiting; and present to us all required passport, visas, health certificates and other travel documents needed for your journey.

14.1.2 You must obey all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which you transit

14.1.3 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.

## **14.2 TRAVEL DOCUMENTS**

Prior to travel, you must present to us all exit, entry, health and other documents including passports and visas 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 travel 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 these requirements, or your travel documents do not appear to be in order.

## **14.3 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 that country and any other costs we reasonably pay or agree to pay. The fare collected for carriage to the point of refusal or denied entry will not be refunded by us.

## **14.4 PASSENGER RESPONSIBLE FOR FINES, DETENTION COSTS, ETC**

If we are required to pay or deposit any fine or penalty or to incur any expenditure by reason of your failure to comply with laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents, you shall reimburse us, any amount so paid or any expenditure so incurred. We may apply toward such payment or expenditure the value of any unused carriage on your ticket, or any of your funds in our possession.

## **14.5 CUSTOMS OR OTHER OFFICIAL INSPECTION**

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

## **14.6 SECURITY INSPECTION**

You must allow us, government officials, 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 15: SUCCESSIVE CARRIERS**

Carriage to be performed by us and other Carriers under one Ticket, or a Conjunction Ticket is regarded as a single operation for the purposes of the Warsaw Convention and Montreal Convention. However, your attention is drawn to Art. 16.

## **ARTICLE 16: LIABILITY FOR DAMAGE**

### **16.1 APPLICABLE RULES**

16.1.1 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 carriage, we are liable for an accident which causes injury or death that occurs during any part of the transportation, while on board the aircraft, or in the process of embarking or disembarking.

16.1.2 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.

16.1.3 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.

## **16.2 OUR LIABILITY FOR DEATH OR INJURY TO PASSENGERS**

Our liability for proven damages sustained by you in the event of death, wounding or any other bodily injury caused by 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 supplementary rules.

16.2.1 We will not invoke any financial limit of liability available under the applicable law in defense of any claim for recoverable compensatory damages.

16.2.2 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, including invoking any defense based upon proof that we and our agents have taken all necessary measures to avoid the damage, or that it was impossible for such measures to have been taken.

16.2.3 Notwithstanding the provisions of 16.2.2; 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 legally entitled person claiming compensation we may be exonerated wholly or partly from our liability in accordance with applicable laws.

16.2.4 To the extent that recoverable 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 either partially or wholly if we prove that the damage

- (a) was not due to the negligence or other wrongful act or omission of us or our agents; or
- (b) was solely due to the negligence or other wrongful act or omission of a third party

16.2.5 We are not responsible for any illness, injury or disability, including death, attributable to your age, mental or physical condition or for the aggravation of such condition

## **16.3 OUR LIABILITY FOR DAMAGE TO BAGGAGE**

16.3.1 We are not liable for Damage to Unchecked Baggage (other than Damage caused by delay which is covered by Article 16.4 below) unless the Damage was caused by our negligence or the negligence of our agents.

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

16.3.3 With respect to claims to which the Warsaw Convention applies, 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, or any higher sum agreed to by us pursuant to Article 9.7.1.
- 16.3.4 With respect to claims to which the Montreal Convention applies, our liability for damage to both Unchecked and Checked Baggage, including Damage caused by delay is limited to 1,131 SDRs per Passenger or any higher sum agreed to by us pursuant to Article 9.7.1.
- 16.3.5 Where either the Warsaw Convention or Montreal Convention applies the limits of liability mentioned in Articles 16.3.3 and 16.3.4 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;
- (a) with the intention of causing Damage; or
  - (b) 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 within the scope of their employment.
- 16.3.6 The limit of liability for Damage to both Unchecked and Checked Baggage established by local law applies to your Baggage where local law applies to your journey instead of the Warsaw Convention or the Montreal Convention.
- 16.3.7 The limit of liability for Damage to both Unchecked and Checked Baggage specified in 16.3.3 applies to Damage to Unchecked Baggage and Checked Baggage respectively where neither the Warsaw Convention nor the Montreal Convention applies to your carriage and no limit of liability is established by applicable local law.
- 16.3.8 You may wish to make a special declaration of value (see Article 9.7.1) or buy yourself additional insurance to cover instances where the actual value or replacement cost of your Checked Baggage or Unchecked Baggage exceeds our liability.
- 16.3.9 If the weight of the baggage is not recorded on the baggage check, it is presumed that the total weight of the checked baggage does not exceed the applicable free baggage allowance for the class of carriage concerned, as provided in Our Regulations.
- 16.3.10 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.
- 16.3.11 We are not liable for damage to baggage caused by delay if we prove that we and our agents took all measures that could reasonably be required to avoid the Damage or that it was impossible for us or our agents to take such measures.
- 16.3.12 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.
- 16.3.13 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 you are prohibited from including in your Baggage by Article 9.3, 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 Baggage.

16.3.14 We are not liable in any way whatever for Damage to your Baggage caused by your failure to adhere to Article 9.4.7 of these conditions including failing to take responsibility for clearing, checking-in and re-tagging Baggage for carriage on another flight with a Carrier which we do not have an interline agreement with.

16.3.15 We are not liable for Damage to Baggage to the extent that we prove that the Damage was caused by your negligence or other wrongful act or omission.

#### **16.4 OUR LIABILITY FOR DAMAGE CAUSED BY DELAY TO PASSENGERS**

16.4.1 Our liability for Damage caused by delay in your carriage by air is limited by the Warsaw Convention and the Montreal Convention.

16.4.2 Whether or not the Warsaw Convention or 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 measures that could reasonably be required to avoid the damage or that it was impossible for us or them to take such measures.

#### **16.5 GENERAL PROVISIONS**

16.5.1 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  
Nevertheless, with respect to Checked Baggage you may 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.

16.5.2 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;

16.5.3 Except where these conditions of carriage state differently, 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; and
- (ii) indirect, consequential losses, or
- (iii) any form of non-compensatory damages.

16.5.4 If your age or mental or physical condition is such as to involve any hazard or risk to yourself, we shall not be liable for any illness, injury or disability, including death, attributable to such condition or for the aggravation of such condition.

16.5.5 Any exclusion or limitation of our liability shall apply to and be for the benefit of our Agents, employees 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.

- 16.5.6 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 applicable law which may apply. With respect to third parties, we reserve all of our right of recourse against any other person, including without limitation, rights of contribution and indemnity.

## **ARTICLE 17: TIME LIMITATION ON CLAIMS AND ACTIONS**

### **17.1 TIME LIMIT FOR BAGGAGE**

- 17.1.1 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.
- 17.1.2 If you wish to claim compensation from us for Damage to Checked Baggage, you must notify us as follows:-
- 17.1.2(a) If the Damage is physical in nature, within seven (7) days of receipt of the Checked Baggage.
- 17.1.2(b) If the Damage consists of complete loss of the Checked Baggage, within twenty-one (21) days from the date on which the Baggage ought to have been delivered to you.
- 17.1.2(c) If the Damage consists of delay to the Checked Baggage, within twenty-one (21) days from the date of the Baggage was place at your disposal.
- 17.1.3 If you do not notify us in writing within the timescales in Articles 17.1.2 (a) to (c) Above, and the Warsaw Convention or the Montreal Convention applies to your claim, no action shall lie against us save in the case of fraud on our part.

### **17.2 TIME LIMIT FOR ALL ACTIONS**

Any right you may have for compensation for any Damages shall be extinguished if an action is not brought within two years from the date of arrival at the destination, or the date on which the aircraft ought to have arrived, or the date on which the carriage stopped. The period of limitation shall be determined by the law of the court where the case is heard.

## **ARTICLE 18: MODIFICATION AND WAIVER**

None of our Agents, employees or representatives has authority to alter, modify or waive any provision of these Conditions of Carriage.

## **ARTICLE 19: OTHER CONDITIONS**

Carriage of you and your Baggage is also provided in accordance with Our Regulations and certain other conditions applying to or adopted by us. These regulations and conditions as varied from time to time are important. They concern among other things; the carriage of unaccompanied minors, pregnant women, and

sick passengers, restrictions on use of electronic devices on board the aircraft, forbidden items in Baggage, and the on board consumption of alcoholic beverages.

Copies of Our Regulations and conditions concerning these matters are available from us upon request.

**ARTICLE 20: INTERPRETATION**

The title of each Article of these Conditions of Carriage is for convenience only, and is not to be used for interpretation of the text.

Issued by  
Air Tanzania Company Limited  
2019