



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

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ARTICLE 1 – DEFINITIONS OF TERMS

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.

In these General Conditions of Carriage, hereinafter referred to as "Conditions", except where the context otherwise requires or where it is otherwise expressly provided, the following definitions apply:

"Airline Designator Code"	means the two or three letters which identify individual airlines in Tickets, timetables, reservation systems and elsewhere.
"Article"	means an article of these Conditions of Carriage for Passengers and Baggage
"Authorized Agent"	means a passenger sales agent (which can include another airline) we have appointed to represent us in the sale of carriage on our services.
"Baggage Check"	means those parts of your Ticket which relate to the carriage of your Checked Baggage.
"Baggage Identification Tag"	means a document given to you by us to identify your Checked Baggage.
"Baggage"	means your personal property accompanying you during your carriage. Unless we say otherwise, this consists of your Checked Baggage and Unchecked Baggage.
"Banker's Selling Rate"	means the rate at which, for the purpose of the transfer of funds through banking channels (i.e. other than transactions in bank notes, travelers cheques and similar banking instruments), a bank will sell a given amount of foreign currency in exchange for one unit (or units) of national currency of the country in which the exchange transaction takes place.
"Banning Notice"	means a written notice given to a person by Carrier informing him that he is banned from travelling on all of Carrier's flights.
"Carrier's Regulations"	means rules, other than these Conditions, as may be published by Carrier on www.airtanzania.co.tz/ and/or issued to Passengers, and in effect on date of commencement of carriage or issuance of ticket depending on the applicability, governing carriage of Passengers and/or baggage and shall include but not be limited to Carrier's applicable Fare conditions and any applicable tariffs in force.
"Carrier"	means the air carrier issuing the ticket and all air carriers that carry or undertake to carry the Passenger and/or his baggage under the ticket or perform or undertake to perform any other services related to such air carriage.

“Checked Baggage”	means Baggage we take into our custody for carriage in the hold of an aircraft for which we have issued a Baggage Check or a Baggage Identification Tag or both.
“Check-in Deadline”	means the time limit we have set you for completing the process of checking-in and receiving a boarding pass.
“Conditions of Carriage for Passengers and Baggage”	means these conditions of carriage.
“Conjunction Ticket”	means a Ticket issued by us or our Authorized/ Appointed Agent in conjunction with another Ticket which together constitute a single contract of carriage.
“Coupon”	means a paper document marked “Flight Coupon” or “Passenger Coupon” issued by us or our Authorized Agent as part of your Ticket.
“Damage”	means death or wounding of a Passenger, or any other bodily injury suffered by a Passenger, caused by an accident on board an aircraft or during any of the operations of embarking or disembarking. It also means damage sustained in the event of the destruction or the total or partial loss of or damage to Baggage which occurs during carriage by air. Additionally, it means damage occasioned by delay in the carriage by air of Passengers or Baggage.
“Day”	means any of the seven days of the week. For the purpose of calculating whether you have complied with a notice requirement, we will not count the day on which a notice is sent. For the purpose of determining whether a Ticket is valid, we will not count the day on which the Ticket was issued or the day the first flight began.
“Electronic Ticket”	means the electronic entries within our reservations database recording the carriage you have booked for which we or our Authorized Agent have issued an e-Ticket Receipt/Itinerary.
“e-Ticket Receipt/Itinerary”	means a receipt marked as such or marked “Passenger Receipt/Itinerary” or “Itinerary/Receipt” issued by us or our Authorized Agent and delivered to you by email, by fax, by hand, by mail, or by courier.
“Flight Coupon”	means a paper document, marked as such, issued by us or our Authorized Agent as part of your Ticket showing the places of departure and destination between which you are entitled to be carried or, alternatively, an electronic entry within our reservations database recording your booking for carriage on a particular flight.
“Force Majeure”	means unusual and unforeseen circumstances which you cannot control and the consequences of which cannot be avoided by your taking reasonable care.
“IATA”	means the International Air Transport Association.
“ICAO”	means the International Civil Aviation Organization.

“Immediate Family”	means your spouse, your children (including adopted children), your parents, your brothers and sisters, your grandparents, your grandchildren, your parents-in-law, your brothers and sisters in-law and your sons and daughters-in-law.
“Montreal Convention”	means The Montreal Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Montreal, 28 May 1999. “National Currency Equivalent” means the equivalent value of the local currency of the country in which the compensation is to be paid or in which judgement is to be made.
“Passenger Coupon” and “Passenger Receipt”	mean a document marked as such issued by us or our Authorized Agent as part of your Ticket.
“Passenger”	means any person (whether adult, child or infant) entitled by a Ticket to be carried in an aircraft. See also the definition for “you”, “your”, “yourself”.
“Regulations”	means the rules we have for certain aspects of carriage of Passengers and their Baggage which are described or referred to in more detail in Article 17.
“SDR”	means Special Drawing Right as defined by the International Monetary Fund.
“Service Dog”	means a dog individually trained to provide assistance to a qualified individual with a disability with whom the dog is travelling and that may be transported in the cabin of an aircraft to the extent required by applicable law.
“Stopover”	means any place set out in your Ticket or shown in our timetables as a scheduled stop (regardless of duration) between the first place of departure and the last place of destination in your Ticket.
“Tariff”	means fares for carriage, charges and related Conditions of Carriage and Ticket restrictions (whether published or otherwise available) filed, where required, with a relevant governmental authority.
“Tarmac Delay”	means the holding of an aircraft on the ground either before taking off or after landing with no opportunity for its Passengers to deplane.
“Ticket”	means the paper document marked “Passenger Ticket and Baggage Check” issued by us or our Authorized Agent with all accompanying Coupons or, alternatively, an Electronic Ticket.
“U.S.\$”	means United States Dollars.
“Unchecked Baggage”	means your Baggage, other than your Checked Baggage, which is carried by you aboard the aircraft.

“Warsaw Convention”

means any of the following international instruments of law which apply to your carriage:

- the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929;
- 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 as amended by Additional Protocol No. 4 of Montreal (1975);
- the Guadalajara Supplementary Convention (1961).

“We”, “us”, “our”

means Air Tanzania Company Limited (ATCL).

“Website”

means our internet website with the address www.airtanzania.co.tz/

“You”, “your”, “yourself”

means any person (whether adult, child or infant) holding a Ticket to be carried in an aircraft, except members of the crew. See also the definition of “Passenger”.

ARTICLE 2 – APPLICABILITY

2.1 General

2.1.1 These Conditions are the Carrier’s General Conditions of Carriage referred to in the Ticket and, except as provided in 2.2, 2.4 and 2.5 of this Article and as modified in 2.3 of this Article, apply to all carriage by air of Passengers and baggage, including services incidental thereto, performed by Carrier for reward, and form part of the contract of carriage between Carrier and the Passenger, together with the notices contained in the Ticket and Carrier’s Regulations.

2.1.2 These Conditions also apply to gratuitous and reduced Fare carriage except to the extent that Carrier has provided otherwise to the Passenger in the Carrier’s Regulations, contracts, passes and/or Tickets.

2.1.3 These Conditions and Carrier’s Regulations, Fares and charges are subject to change without notice at the Carrier’s sole and absolute discretion except as prohibited by applicable laws and regulations. However, unless required by applicable laws and regulations, no such change shall apply after the Passenger has paid the applicable Fares and charges in full, save in respect of Fares and charges arising out of subsequent changes requested by the Passenger. The Fares and charges applicable to the carriage are those in effect at the date of the Ticket purchase, except as otherwise provided in Carrier’s Regulations. The Fares and charges applicable to subsequent changes requested by the Passenger are those in effect at the date such request is confirmed and paid for.

2.1.4 By booking a flight with us and/or by checking in for a flight with us, you are deemed to have accepted these *Conditions of Carriage for Passengers and Baggage*. on behalf of yourself and anyone else covered by your booking.

2.2 Charter Operations

If carriage is performed pursuant to a charter agreement, the charter regulations (if any) of Carrier shall be applicable thereto and these Conditions apply only to the extent provided in the said charter regulations. Where there are no charter regulations applicable, these Conditions shall apply to such

carriage in so far as they are not excluded by or inconsistent with the terms and conditions of the charter agreement and the charter ticket. The Passenger, by accepting the carriage pursuant to the said charter agreement, whether or not concluded with the Passenger, agrees to be bound by the applicable provisions of such agreement.

2.3 Code Shares

2.3.1 On some services, Carrier has arrangements with other carriers known as "Code shares". This means that even if the Passenger has a reservation with Carrier and holds a ticket where Carrier's name or airline designator code is indicated as the carrier, another carrier may operate the aircraft. If such code share arrangements apply, we will advise the Passenger of the name of the other airline at the time you make your reservation when you make it with us or, if made through an Authorized Agent, we will endeavor to make sure that the Authorized Agent gives you such information. Please refer to <http://www.airtanzania.co.tz> for further information.

2.3.2 Each code share partner has terms and conditions with respect to the operations of its own flights, which may differ from those set forth in these Conditions. Those terms and conditions, which are found in the partner's contract of carriage, are incorporated into these Conditions by reference and apply to code share services provided by Air Tanzania Company Limited on a flight operated by that partner, which supersede ATCL's rules where applicable. Terms and conditions that may differ between Air Tanzania Company Limited and the partner include, but are not limited to:

- reservations and ticketing policies and procedures;
- check-in policies and procedures, and time limits;
- baggage acceptance restrictions, free baggage allowance and excess baggage charges;
- refusal and limitation of carriage;
- inflight service and special service policies and procedures; and
- flight disruption handling policies and procedures.

2.3.3 For arrival or departing flights, our Emergency Plan for Lengthy Tarmac Delays will apply to your flight only if we operate your flight. If a code share partner or any other carrier operates your flight, that operating carrier's tarmac delay plan will apply.

2.4 Overriding Law

To the extent that any provision contained or referred to herein is contrary to anything contained in the Convention where applicable and in any applicable laws, government regulations, orders or requirements that cannot be waived by agreement of the parties, such provision shall not apply. The invalidity of any provision shall not affect the validity of any other provision.

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. Insofar as any provision contained in these Conditions is set out in more detail within Carrier's Regulations, the more detailed description in Carrier's Regulations shall apply.

ARTICLE 3 – TICKETS

3.1. General

3.1.1 The Ticket constitutes prima facie evidence of the contract of carriage between Carrier and the Passenger named on the Ticket. Carrier will provide carriage only to the Passenger named thereon. The Ticket is and remains at all times the property of the issuing Carrier.

3.1.2 In the case of an Electronic Ticket, you are required to bring your e-Ticket Receipt/Itinerary or

Passenger Receipt with you to the airport as it may be necessary for you to present it to us and to airport immigration and security personnel. For the purposes of the Warsaw Convention and the Montreal Convention, an e-Ticket Receipt/Itinerary is deemed to serve as a passenger ticket and a baggage check/document of carriage.

- 3.1.3 You shall not be entitled to be carried on a flight unless you provide positive identification, for example a valid passport or National ID or Driving License, and a Ticket valid and duly issued in accordance with these Conditions and/or Carrier's Regulations and contained in Carrier's database.
- 3.1.4 You will not be entitled to be carried on a flight if the Ticket presented is mutilated, spoilt or tampered with, or if it has been altered otherwise than by us or our Authorized Agent. For replacement of a lost or damaged Ticket see Article 3.5.
- 3.1.5 A Ticket is not transferable. Carrier will provide carriage only to persons in possession of a valid Ticket issued in the Passenger's name who is able to produce valid identification as per 3.1.3. Carrier reserves the right to refuse carriage to any person who has acquired a Ticket in violation of applicable law or Carrier's Regulations, or to any person presenting a Ticket without being able to prove that he or she is the person named as Passenger in the Ticket. Except as otherwise prohibited by applicable law, 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.
- 3.1.6 The Ticket is and remains at all times our property if issued by us or our Authorized Agent. If the Ticket has been issued by, or on behalf of, another airline, it is and remains the property of that airline.
- 3.1.7 Changes to the Ticket requested by the Passenger will be subject to availability, these Conditions and/or Carrier's Regulations, and may require the satisfaction of certain conditions such as the payment of a change fee and any applicable Fare difference.

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:
- (i) one year from the date of issue; or
 - (ii) 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 If a Passenger is prevented from travelling within the period of validity of the Ticket because Carrier:
- (i) cancels the flight on which the Passenger holds a reservation; or
 - (ii) omits a scheduled stop, being the Passenger's place of departure, place of destination or a stopover; or
 - (iii) fails to operate a flight reasonably according to schedule; or causes the Passenger to miss a connection; or substitutes a different class of service; or
 - (iv) 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 in the class of service for which the Fare has been paid. If Carrier is unable to provide such space in accordance with this paragraph for any reason whatsoever within one year from the original scheduled date of the flight, Carrier is entitled to void the Passenger's Ticket and provide the Passenger a refund of the full cost of the Ticket at the price at which it was bought, for the part(s) of the journey not made. The Passenger has the choice to extend the validity of the Ticket, and can either accept this extension or request a full refund of the unutilized Ticket.

- 3.2.3 When a Passenger is prevented from travelling within the period of validity of his Ticket because at the time such Passenger requests reservations Carrier is unable to provide space on the flight, the validity of such Passenger's Ticket will be extended until Carrier's first flight on which space is available in the class of service for which the Fare has been paid, but for not more than seven days after such request for reservations.
- 3.2.4 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.
- 3.2.5 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. Non-use of Ticket

- 3.3.1. If, before beginning your carriage and using any part of your Ticket, you are prevented from travelling solely by Force Majeure and part or all of the fare for your Ticket is non-refundable, we will provide you with a credit for the non-refundable part of the fare which you can use to purchase a Ticket for yourself or another person for carriage within the next 12 months. No such credit will be given unless you have given us adequate evidence of the Force Majeure event.
- 3.3.2. If, before beginning your carriage and using any part of your Ticket, a member of your Immediate Family dies and you no longer wish to travel, you will be entitled to a refund calculated in accordance with Article 10.2.1(a). No such refund will be made unless we are provided with a valid death certificate or alternative evidence satisfactory to us.
- 3.3.3. In the event of your death before beginning your carriage and using any part of your Ticket, we will provide a refund of your Ticket calculated in accordance with Article 10.2.1(a) if we are asked to do so. No such refund will be made unless we are provided with a valid death certificate or alternative evidence satisfactory to us. In the event of your death after you have begun your carriage, we will provide a refund for the unused portion of your Ticket calculated in accordance with Article 10.2.1(b) if we are asked to do so. No such refund will be made unless we are provided with a valid death

certificate or alternative evidence satisfactory to us.

- 3.3.4. Some of our Tickets are sold at special fares which may be partially or completely non-refundable. You may wish to ensure that you have appropriate insurance to cover instances where you are unable to make use of such a Ticket.

3.4. Coupon Sequence

- 3.4.1. 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.
- 3.4.2. 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.
- 3.4.3. 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.
- 3.4.4. 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.
- 3.4.5. Each Flight Coupon contained in your Ticket will be accepted for transportation in the class of service on the date and flight for which space has been reserved. When a Ticket is originally issued without a reservation being specified, space may be later reserved subject to our Tariff and the availability of space on the flight requested.
- 3.4.6. 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.

3.5. Replacement of Ticket

- 3.5.1. At your request, and if you comply with the requirements of Article 3.5.2, we will replace your Ticket if all or part of it is lost or damaged and cannot be presented for carriage, provided there is adequate evidence, readily ascertainable at the time, that a Ticket valid for the flight(s) in question had been duly issued by us or our Authorized Agent.
- 3.5.2. Before any Ticket will be replaced by reason of Article 3.5.1, you will sign an agreement to reimburse us for any costs and losses of the type specified in Article 3.5.4 and pay to the airline issuing the replacement Ticket (whether us or another airline) any applicable administration fee for this service. This Article will not apply if replacement of your Ticket is necessary by reason of our or our Authorized Agent's fault or negligence.
- 3.5.3. If there is no evidence that a Ticket valid for the flight(s) in question was duly issued or you

do not sign the agreement required by Article 3.5.2, the airline issuing a replacement Ticket (whether us or another airline) may require you to pay up to the full Ticket fare for such replacement Ticket subject to refund of the fare paid if and when the airline issuing the replacement Ticket becomes satisfied that the replaced Ticket has not been used before the expiry of its validity. Where we are the airline issuing the replacement Ticket, payment of the full Ticket price will be mandatory. If, in the case of Ticket loss and replacement, you subsequently find the original Ticket before the expiry of its validity and surrender it without further use to the airline which issued the new replacement Ticket (whether us or another airline), your refund will be processed at that time.

- 3.5.4. Any reimbursement agreement you have signed by reason of Article 3.5.2 will be for an amount up to the fare paid for the original Ticket, but if the original Ticket is subsequently used or cashed in by you, your obligation to reimburse will also include our costs and expenses (including legal fees and expenses) of locating/notifying you and enforcing the agreement together with any applicable administration fee(s).

3.6. Our Name and Address

- 3.6.1. Our name may be abbreviated to our Airline Designator Code, or otherwise, in the Ticket our address is ATC house Ohio Street P.O. Box 543 Dar Es salaam, Tanzania as indicated for our first flight segment in the Itinerary Receipt.
- 3.6.2. Carrier's name may be abbreviated in the Ticket. Carrier's address shall be deemed to be the airport of departure as indicated for the first flight segment in the itinerary and receipt.

ARTICLE 4 – STOPOVERS

Stopovers may be permitted at agreed stopping places only if arranged with Carrier in advance and provided for in the Ticket, and are subject to government requirements, these Conditions, Carrier's Regulations and Carrier's timetables.

Additional charges for stopovers will be payable as provided in these Conditions and/or Carrier's Regulations.

ARTICLE 5 – FARES, TAXES, FEES AND CHARGES

5.1 General

- 5.1.1. Fares apply only for carriage by air from the airport at the point of origin to the airport at the point of destination. Fares do not include any other non-airline transport services, except as otherwise provided in the Ticket, these Conditions and/or Carrier's Regulations.
- 5.1.2. Carrier does not provide any non-airline transport services, except as otherwise provided in the Ticket, these Conditions and/or Carrier's Regulations. Carrier is not liable for the acts or omissions of any operator of such non-airline transport services and shall not be liable therefore by reason of anything done by an employee or agent of Carrier in assisting the Passenger to avail of such services. In cases where Carrier itself provides non-airline transport services, these Conditions and Carrier's Regulations shall be deemed applicable to such services and any additional charges payable for the use of such services in accordance with these Conditions and/or Carrier's Regulations shall not be refundable if the Passenger decides not to use such services.

- 5.1.3. The provision of inflight entertainment and connectivity services may be charged for in accordance with these Conditions and/or Carrier's Regulations.

5.2 Applicable Fares.

Applicable Fares for carriage governed by these Conditions are those published by or on behalf of Carrier or, if not so published, constructed in accordance with Carrier's Regulations. Subject to government requirements, these Conditions and/or Carrier's Regulations, the applicable Fare is the Fare for the flight or flights in effect on the date of the Ticket purchase as indicated in the itinerary and receipt. When the amount that has been collected is not the applicable Fare, the difference shall be paid by the Passenger, or, as the case may be, refunded by Carrier, in accordance with these Conditions and/or Carrier's Regulations.

5.3 Precedence of Fares.

Unless otherwise provided in these Conditions and/or Carrier's Regulations, a published Fare takes precedence over the combination of intermediate Fares applicable to the same class of service between the same points via the same routing.

5.4 Routing.

Unless otherwise provided in these Conditions and/or Carrier's Regulations, Fares apply only to routings published in connection therewith. If there is more than one routing at the same Fare, the Passenger may specify the routing prior to issue of the Ticket. If no routing is specified, Carrier may determine the routing.

5.5 Charges, Surcharges, Fees and Taxes

- 5.5.1. At the time you book your flight and purchase your Ticket, you will pay to us the total amount of all applicable taxes, fees and charges imposed on us by a government or other authority, or by the operator of an airport, which we are obliged to collect from you or to pay in respect of your carriage.
- 5.5.2. Taxes, fees and charges imposed on air travel are outside our control and are constantly changing and can be imposed or changed after the date your Ticket has been purchased. When you purchase your Ticket, we may advise you that government-imposed taxes, fees and charges applicable to your flight may increase and obtain your agreement to pay any additional government-imposed taxes, fees and charges that may be levied. If a tax, fee or charge levied by a government or government-owned entity is imposed or increased after your Ticket has been purchased, you must pay to us any such tax, fee or charge, or any such increase before carriage.
- 5.5.3. If any tax fee or charge is abolished or reduced and becomes no longer applicable to all or part of your carriage, a refund can be claimed in respect of any such tax, fee or charge which has been paid. Please ask us or our Authorised Agent for details of how to claim such refund.
- 5.5.4. If you do not use your Ticket, you will be entitled to claim a refund of any taxes, fees or charges you have paid, less any applicable administration fee(s), if your Ticket is subject to restrictions. Please ask us or our Authorised Agent for details of how to claim such refund.

5.6 Currency

Fares, taxes, fees and charges are payable in the currency of the country in which the Ticket is issued, unless another currency is indicated by us or our 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 A reservation is not confirmed until

- (i) a Ticket has been duly created in Carrier's database; and
- (ii) the Passenger has paid for his Ticket (or made credit arrangements with Carrier) within the ticketing time limit prescribed in these Conditions and/or Carrier's Regulations. A reservation that does not comply with any of these requirements may be cancelled by Carrier.

6.1.2 As provided in these Conditions and/or Carrier's Regulations, certain Fares may have conditions which limit or exclude the Passenger's right to change or cancel reservations. Such conditions will be brought to the Passenger's attention before the reservation is confirmed.

6.1.3 The Passenger need not reconfirm his onward or return journey on Carrier's services unless Carrier advises otherwise. However, the Passenger should contact the entity his Ticket was originally purchased from, i.e. his agent or Carrier's reservation and ticketing office (see www.airtanzania.co.tz/contact-us/ for contact details) if he wishes to change his travel plans or if he is unable to travel as booked. Changes to the Passenger's booked itinerary may result in the Fare applicable to the Passenger's booking being recomputed.

6.1.4 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. Passenger agrees to accept any seat that may be allotted on the flight in the class of service for which the Ticket has been issued. 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

A service charge, in accordance with these Conditions and/or Carrier's Regulations, may be payable by a Passenger who for any reason whatsoever fails to use space for which a reservation has been made or to cancel the reservation within the cancellation time limit prescribed in these Conditions and/or Carrier's Regulations.

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

We have the right to refuse to carry you or your Baggage on any flight (even if you hold a valid Ticket and have a boarding pass) if one or more of the events listed in Articles 7.1.1 to 7.1.21 has happened or we reasonably believe might happen, it being understood by you that we have no duty to make any enquiries when determining whether we believe an event might happen. See also Articles 7.2 and 10.5.4 concerning the consequences of being refused carriage and Article 18 concerning any decision we make about the application of Article 7.1 to you.

- 8.1.1. refusal to carry is necessary in order to comply with any applicable government laws, regulations, orders or governmental policy; or
- 8.1.2. you commit a criminal offence during check-in or any of the other operations of embarkation on your flight, or disembarkation from a connecting flight, or on board the aircraft before take-off; or
- 8.1.3. you fail to observe safety or security instructions of, or obstruct or hinder, any ground staff or crew member in the performance of their duties; or
- 8.1.4. you use threatening, abusive, insulting or indecent words or behave in a threatening, abusive, insulting or indecent manner to any person, including ground staff, members of the crew or other

Passengers prior to or during any of the operations of embarkation on your flight, or disembarkation from a connecting flight, or on board the aircraft before take-off; or

- 8.1.5. carriage of you and/or your Baggage may endanger or adversely and materially affect, or has endangered or adversely and materially affected, the safety, health, or security of the aircraft, other Passengers or members of the crew, or the comfort of other Passengers aboard the aircraft; or
- 8.1.6. you appear to be incapacitated by alcohol or drugs; or
- 8.1.7. your mental or physical state, including your impairment from alcohol or drugs, appears to present a hazard or risk to yourself, or to Passengers, or to crew, or to the aircraft, or any person or property in it, or represents a likely or actual source of material annoyance or discomfort to other Passengers aboard the aircraft if you were to proceed to travel in the class in which you are booked or in which you have agreed to travel (certain exceptions apply to passengers with disabilities); or
- 8.1.8. you refuse 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 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
- 8.1.9. you fail to observe our safety, security or passenger comfort instructions concerning, for example, seating, storage of Unchecked Baggage, smoking, consumption of alcohol, use of drugs, dress, or use of electronic equipment (for example, mobile/cellular phones, laptop computers, PDAs, portable recorders, portable radios, CD, DVD and MP3 players, electronic games or transmitting devices); or
- 8.1.10. you have made, or attempted to make, a bomb hoax, hijack threat or any other security threat; or
- 8.1.11. you have not paid in full the applicable fare, including taxes, fees, and charges, for your carriage; or
- 8.1.12. you appear, in our exclusive opinion, not to meet requisite visa requirements or not to have valid or lawfully acquired travel documents or to have acquired them by fraudulent means or you wish to travel to or enter a country through which you may be in transit for which you do not have valid travel documents or meet the requisite visa requirements, or you destroy your travel documents aboard the aircraft or between check-in and boarding, or you refuse to allow us to copy your travel documents, or you refuse to surrender your travel documents to the flight crew, against receipt, when so requested; or
- 8.1.13. we have been informed (orally or in writing) by immigration or other authorities of the country to which you are travelling or through which you may intend to transit, or of a country in which you have a Stopover planned, that you will not be permitted entry to such country even if you have valid travel documents; or
- 8.1.14. you fail, or refuse, to give us information in your possession or available to you which a governmental authority has lawfully asked us to give about you, or it appears to us that any such information you have given is false or misleading; or
- 8.1.15. you present a Ticket for carriage that appears to have been acquired unlawfully or by fraudulent means (for example, by means of use of a stolen credit or debit card), or appears to be forged or falsified, or altered without requisite authority, or has been purchased from or issued by an entity other than us or our Authorised Agent, or has been reported to us as being mutilated, lost or stolen, or is a counterfeit, or you cannot prove that you are the person named in the Ticket, or you fail to

comply with the requirements set forth in Article 3 concerning, for example, use of Flight Coupons in sequence; or

- 8.1.16. 7.1.16 you do not meet the requirements of Article 7.3 in relation to your medical fitness to fly; or
- 8.1.17. you, (or the person who is legally responsible for you, if you are a child) have failed to comply with the requirements of Article 7.7; or
- 8.1.18. you, or someone for whom you are responsible who is travelling with you (for example, a child or infant) is not permitted by law, court order or bail conditions to leave the jurisdiction of the place of departure of the aircraft; or
- 8.1.19. you are, or we reasonably suspect you are, in unlawful possession of drugs; or
- 8.1.20. you have previously behaved in any of the ways prohibited above and we believe that you may repeat such behavior, or you have previously been refused carriage by another airline for any reason relating to your behavior, or you have breached any of the duties imposed on you by Article 11.1 in relation to previous carriage by us; or
- 8.1.21. we have notified you that we would not at any time after the date of such notice carry you on our flights.

8.2. Recourse when Carriage Refused

If you are refused carriage for any of the reasons set out in Article 7.1, you will reimburse us for any costs we incur resulting from: (a) repair or replacement of property lost, damaged or destroyed by you; (b) compensation we have to pay to any Passenger or crew member affected by your actions; and (c) delaying the aircraft for the purpose of removing you and/or your Baggage. We may apply towards such payment or expenditure the value of any unused carriage on your Ticket, or any of your funds in our possession.

8.3. Limitation on Carriage.

Acceptance for carriage of persons requiring special assistance, including but not limited to children, incapacitated persons, pregnant women or persons with illness may be subject to prior arrangement with Carrier and/or any applicable conditions, in accordance with these Conditions and/or Carrier's Regulations (see <https://www.airtanzania.co.tz/special-services> for details). To the extent permitted by the applicable laws, Carrier is not liable to any Passenger for any loss or expense arising out of the Passenger's failure to make such prior arrangement or comply with the applicable conditions.

8.4. Fitness to fly

- 8.4.1. Before boarding the aircraft for carriage you must be reasonably satisfied that you are medically fit to fly. If you have been advised that you are fit to fly provided certain precautions are taken (for example, use of medication) it is your responsibility to ensure that all such precautions are in fact taken before, during and after your flight (as the case may be) and that you will be able to produce any written evidence of your fitness to fly required by these Conditions of Carriage for Passengers and Baggage. For more information, please contact us or visit <https://www.airtanzania.co.tz/special-services>. To check if evidence of fitness to fly is required, see Articles 7.3.2 and 7.5.
- 8.3.1. If doubt exists about your fitness to fly, you may not be accepted for carriage unless you

have satisfied one of the three requirements set out in Articles 7.3.2(a) to (c).

- 8.3.2. (a) You have produced to us no later than 48 hours before flight a medical certificate from an appropriately qualified doctor, bearing a date no more than 10 Days before your flight, which confirms your fitness to travel on all flights on which you intend to travel; or
(b) You have completed and produced to us no later than 48 hours before flight a Medical Information Form (MEDIF - which is most useful where your fitness to fly is in doubt because of a recent illness, disease, treatment or operation) and we have confirmed that we are able to provide you with carriage; or
(c) You have completed and produced to us no later than 96 hours before flight a Frequent Travelers Medical Card (FREMEC - which is most useful where your fitness to fly is in doubt due to a permanent or chronic illness or disease or you require long term medical treatment) and we have confirmed that we are able to provide you with carriage.

8.5. 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.

8.6. 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. If you ask us, we will tell you how the requirements may differ.

8.7. 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.

8.8. 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.

8.9. 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:

- 8.1.1 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.
- 8.1.2 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.
- 8.1.3 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.
- 8.1.4 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.
- 8.1.5 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 Items Unacceptable as Baggage

- 9.1.1 You must not include in your Baggage, items:
 - (i) Items which do not constitute Baggage as defined in Article 1 hereof;
 - (ii) 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 Organization (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);
 - (iii) Items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from, or to;
 - (iv) 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.

(v) which are live animals, except as provided for in Paragraph 10 of this Article.

9.1.2 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.

9.1.3 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.

9.1.4 You are prohibited from including in your Checked Baggage, fragile or perishable items, artwork, cameras, money, jewelry, precious metals, silverware, computers, diving computers, personal electronic devices, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples.

9.1.5 Various countries have implemented restrictions on the carriage of liquids, aerosols and gels in compliance with new guidelines set by the ICAO. For further information on the restrictions imposed by the list of countries, please refer to www.airtanzania.co.tz/

9.1.6 If any items referred to in Subparagraph 9.1.1, 9.1.2 or 9.1.4 of this Paragraph are carried, whether or not they are prohibited from carriage as baggage, the carriage thereof shall be subject to the charges, limitations of liability and other provisions of these Conditions and/or Carrier's Regulations applicable to the carriage of baggage, as well as applicable law.

9.2 Free Baggage Allowance

Passengers may carry free of charge baggage as specified and subject to the conditions and limitations in these Conditions and/or Carrier's Regulations. Where two or more Passengers, travelling as one party to a common destination or point of stopover by the same flight, present themselves and their baggage for travelling at the same time and place, they may be permitted to total free baggage allowance equal to the combination of their individual free baggage allowances.

9.3 Excess Baggage

The Passenger shall pay a charge for the carriage of baggage in excess of the free baggage allowance at the rate and in the manner provided in these Conditions and/or Carrier's Regulations.

9.4 Right to Refuse Carriage

9.4.1 Subject to paragraph 9.1, we will refuse to carry as Baggage the items described in 9.1, 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 9.3.
- 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 9.1.2 or any firearms ammunitions or weapons, which have not been presented to us in accordance with 9.1.2 or 9.1.3. 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. If baggage has no name, initials or other personal identification, the Passenger shall affix such identification to the baggage prior to acceptance
- 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. Acceptance of any bag weighing more than 32 kg 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.
- 9.7.3 Except as otherwise provided in Carrier's Regulations, excess value charges shall be payable at the point of origin for the entire journey to final destination; provided that if at a stop-over en-route a Passenger declares a higher excess value than that originally declared, additional excess value charges for the increased value from such stopover to final destination shall be payable.

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 9.6 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.
- 9.8.2. Baggage which the Passenger carries into the cabin must meet the requirements specified in Carrier's Regulations. Items which do not meet these requirements or which are determined by Carrier to be excessive in quantity, weight or size will not be permitted in the cabin, and will be placed in the cargo compartment. The Carrier reserves the right to charge the Passenger the cost of checked baggage in the event cabin baggage is placed into the cargo compartment.

9.9 Collection and Delivery of Baggage

- 9.9.1. Subject to Article 9.6, 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. Carrier shall deliver checked baggage to the bearer of the baggage check upon payment of all unpaid sums due to Carrier under the contract of carriage. Carrier is under no obligation to ascertain that the bearer of the baggage check is entitled to delivery of the baggage and Carrier is not liable for any loss, damage, delay or expense arising out of or in connection with its failure so to ascertain. Delivery of baggage will be made at the destination shown in the baggage check.
- 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. Should a Passenger notice that the baggage is damaged, then he/she must file a claim immediately, i.e., before leaving the arrival terminal, and, at the latest, within seven days from the date of receipt of the baggage.

9.10 Animals

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

- 9.10.1. Other than domesticated cats and certain breeds of domesticated dogs as set out in these Conditions and/or the Carrier's Regulations, Carrier shall not accept any animals or wildlife for carriage. The aforementioned animals may only be accepted for carriage with the advance agreement of Carrier, subject to Carrier's sole discretion and the satisfaction of Carrier's requirements as may be set out in these Conditions and/or Carrier's Regulations or otherwise notified to the Passenger. The Passenger shall be responsible for ensuring that he is in possession of all valid and current documents required by the countries of exit, transit and entry for the carriage of such animals, including but not limited to health and vaccination certificates, entry permits and licenses, and any other relevant documents.
- 9.10.2. 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.

- 9.10.3. 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 containerized, in the cargo compartment of the aircraft.
- 9.10.4. 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.
- 9.10.5. 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.
- 9.10.6. 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 Times and Schedules not Guaranteed

- 10.1.1. Carrier undertakes to use its best efforts to carry the Passenger and his baggage with reasonable dispatch. Times shown in the Ticket, timetables or elsewhere are not guaranteed and do not form part of the contract of carriage and Carrier assumes no responsibility for making connections.
- 10.1.2. Schedules are subject to change for example if they are affected by issues such as, but not limited to, technical/mechanical failures, adverse weather conditions or operational restrictions, subject always to the applicable laws, regulations or orders of any jurisdiction to be flown from, to or over. Carrier may when circumstances so require alter or omit stopping places shown on the Ticket or in schedules, or add stopping places not shown on the Ticket or in schedules, or substitute alternate carriers or aircraft.
- 10.1.3. Carrier will not be liable for errors or omissions in timetables or other publications of schedules or in statements or representations made by employees, agents or representatives of Carrier as to the dates or times of departure or arrival or as to the operation of any flight.
- 10.1.4. Carrier will advise the Passenger of the identity of the operating carrier either at the time of reservation or, if not known at that time, as soon as practicable thereafter, and in any case no later than at check-in or on boarding, in cases where no check-in is required.

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:
- (i) Carry you at the earliest opportunity on another of our scheduled services on which space is available without additional charges and; where necessary, extend the validity of your Ticket; or
 - (ii) Within a reasonable period of time re-route you to the destination shown on your Ticket by our own services or those of another Carrier, or by other mutually agreed means and class of transportation without additional charge. If the fare, and charges for the revised routing are lower than what you have paid, we shall refund the difference; or
 - (iii) 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. (i) through 10.2.2. (iii) 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.
- 10.2.4. 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. Air Tanzania will not be liable to compensate for delays and cancellation for passengers who have incomplete contact details issued by their travel agent.
- 10.2.5. If circumstances are such that the aircraft's weight limitations or seating capacity (as may from time to time be determined in accordance with the condition or specifications of the aircraft at the material time) would otherwise be exceeded, Carrier shall decide in its reasonable discretion which Passengers or items shall not be carried. In such event, Carrier shall carry, re-route or make a refund to the affected Passengers in accordance with Subparagraph 10.2.2 above and shall be under no further liability to the Passenger.

10.3 Denied Boarding for Overbooked Flights.

Where it is necessary to deny boarding of a Passenger with a confirmed reservation because the flight on which the Passenger holds a reservation is overbooked, such action is subject to the applicable laws and regulations which shall take precedence accordingly. In such event, no Passenger will be denied a seat until Carrier first asks for volunteers willing to give up their reservation in exchange for compensation agreed with Carrier. If there are not enough volunteers Carrier will deny boarding involuntarily to Passengers in accordance with its boarding priority rules which shall take into account Passengers requiring special assistance and Passengers with connecting flights. Any Passenger denied boarding involuntarily will be entitled to compensation in accordance with applicable laws and regulations or as may otherwise be agreed with Carrier up to the Fare paid for the Ticket, such compensation to be payable either in cash, miles under Carrier's frequent flyer programme or any other form agreed with Carrier.

10.4 Tarmac Delays

In the event of a tarmac delay the operating carrier's Contingency Plan for Lengthy Tarmac Delays shall apply.

ARTICLE 11 – REFUNDS

11.1 General

- 11.1.1. 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:
- 11.1.2. 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.
- 11.1.3. 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.
- 11.1.4. Except in the case of lost Tickets, refunds will only be made on surrender to us of the Ticket and all unused Flight Coupons.
- 11.1.5. 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 11.3 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

- 11.3.1 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:
- 11.3.2 if no portion of the Ticket has been used, an amount equal to the fare paid, less any reasonable service charges or cancellation fees;
- 11.3.3 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

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 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);
 - (i) 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
 - (ii) 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 Carrier may refuse refund when application therefore is made later than thirty days after the expiry of the validity of the Ticket.
- 11.5.2 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 therefrom, unless the Passenger establishes to Carrier's satisfaction that he has permission to remain in the country or that he will depart therefrom by another carrier or another means of transport.

11.5.3 Carrier may refuse refund on a Ticket in accordance with Carrier's Regulations, such as, but not limited to, Tickets issued in respect of Fares which are subject to conditions which limit or exclude the Passenger's right to a refund. Such conditions will be brought to the Passenger's attention before the reservation is confirmed.

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

11.7.1 Refunds will be made only by the Carrier which originally issued the Ticket, or by its Authorized Agent, if so authorized, in accordance with these Conditions and/or Carrier's Regulations.

11.7.2 Except as hereinafter provided in this Article, Carrier 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.

11.7.3 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.

ARTICLE 12 – CONDUCT ABOARD AIRCRAFT

12.1 General

12.1.1 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.

12.1.2 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.

12.1.3 If the Passenger is found to have symptoms of or have a communicable disease or any other condition (or there is reason to believe there was exposure to such disease or condition) that could pose a direct threat to the health or safety of other persons, Carrier may take such measures as it deems necessary to prevent the spread of such disease or condition (whether suspected or actual),

including isolating the Passenger on board the aircraft.

12.2 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.

12.3 Electronic Devices

12.3.1 If the Passenger wishes to operate any electronic or transmitting devices on board, including but not limited to laptops, tablets, cellphones, portable radios, walkie-talkies and radio controlled toys, save for hearing aids and heart pacemakers, such devices must be operated in accordance with these Conditions and/or Carrier's Regulations. Operation of hearing aids and heart pacemakers is permitted.

12.3.2 If you fail to comply with Paragraph 12.3.1, 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

If in the course of concluding the contract of carriage by air, Carrier also agrees to make arrangements for the provision of additional services (such as hotel accommodation, excursion trips on the ground and/or non-airline transport), whether or not the cost of such arrangements is for the account of Carrier, Carrier acts only as agent for the Passenger and is not liable to the Passenger for any damage, injury, death, loss, delay or expense whatsoever arising from or in connection with such arrangements, save where any such injury or death arises out of Carrier's negligence and except where prohibited or limited by applicable law.

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

The Passenger agrees to pay the applicable Fare whenever Carrier, on government order, is required to return a Passenger to his point of origin or elsewhere owing to the Passenger's inadmissibility into a jurisdiction, 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 point of refusal of entry or deportation will not be refunded by Carrier.

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.

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

ARTICLE 15 – SUCCESSIVE CARRIERS AND NON-AIRLINE TRANSPORT

Carriage to be performed by Carrier in succession with other carriers and/or third party operators of non-airline transport (where applicable) under one ticket, or under a ticket and any conjunction ticket issued in connection therewith, is regarded as a single operation. If a Passenger holds more than one ticket and where such separate ticket(s) is not a conjunction ticket issued in connection with the Carrier's ticket, Carrier shall have no obligations, duties or liabilities, whether to the Passenger or otherwise, in respect of such separate ticket(s) not issued by Carrier.

ARTICLE 16 – LIABILITY FOR DAMAGE

Please read the following Article 16 and 17 carefully. They set out Carrier's liability to a Passenger in respect of death or injury, delays in the Passenger's carriage and damage to or loss of the Passenger's baggage, they explain the limits on that liability as provided under international law and the time limits for claiming.

16.1 General

16.1.1 Carrier's liability for the carriage of Passengers and baggage is governed by the Convention in the case of international carriage by air, and by applicable national law in the case of domestic carriage by air. If and to the extent that any of the provisions of these Conditions are inconsistent with mandatory and applicable provisions of the Convention or national law, the latter will prevail to the extent of such inconsistency.

However, by special contract as permitted by Article 22(1) of the Warsaw Convention, Air Tanzania Company Limited (ATCL) agrees that in respect of all international carriage of Passengers to which the Convention applies performed on an ATCL service:

- (a) it will not invoke the limitation of liability under the Warsaw Convention as to any claim for recoverable compensatory damages in respect of death, wounding or other bodily injury suffered by a Passenger;
- (b) with respect to that portion of such claim which does not exceed 100,000 SDR (approximately USD 120,000), it will not avail itself of the defence under the Warsaw Convention which provides that a carrier is not liable if it proves that it or its agents have taken all necessary measures to avoid the damage or that it was impossible for it or its agents to take such measures;
- (c) except as provided in Subparagraphs (a) and (b) above, it reserves all defences available under the Warsaw Convention to any such claim and with respect to third parties, it also reserves all rights of recourse against any other person, including without limitation, rights of contribution and indemnity; and
- (d) neither the waiver of limits under Subparagraph (a) above nor the waiver of defences under Subparagraph (b) above shall be applicable in respect of claims made by public social insurance or similar bodies however asserted. Such claims shall be subject to the liability limit and defences under the Warsaw Convention.

16.1.2 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

16.1.3 In carriage which is not international carriage to which the Convention applies:

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

16.2. Our Liability for Damage to Baggage

16.2.1 To the extent not in conflict with the foregoing and whether or not the Convention applies:

- (a) When Carrier is a successive carrier, Carrier is not liable for those parts of the journey performed by other carriers. Where Carrier is the actual carrier, Carrier is liable for an accident which causes injury or death that occurs on board the aircraft, or in the process of embarking or disembarking. Where Carrier is the contracting carrier but does not perform any part of the operations of carriage, Carrier is 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.
- (b) Carrier is not liable for any loss of or damage to unchecked baggage unless such damage is caused by the negligence of Carrier. If there has been contributory negligence on the part of the Passenger, Carrier's liability shall be subject to the applicable law relating to contributory negligence.
- (c) Carrier is not liable for any damage arising from its compliance with any laws or government regulations, orders or requirements, or from failure of the Passenger to comply with the same.
- (d) The liability of Carrier in the case of loss, damage or delay of checked baggage shall be limited to 17 SDR or its equivalent (approximately USD 20) per kilogram and in the case of unchecked baggage shall be limited to 332 SDR or its equivalent (approximately USD 400) per Passenger, where the Warsaw Convention applies to the journey or 1,288 SDR (approximately USD 1,604) for checked and unchecked baggage where the Montreal Convention applies to the journey, provided that in either case, if in accordance with applicable law different limits of liability are applicable such different limits shall apply. For the purposes of the Convention, if the weight of the baggage is not recorded on the baggage check, it is presumed that the total weight of the checked baggage does not exceed the applicable free baggage allowance for the class of service concerned, as provided in Carrier's Regulations. If in the case of checked baggage a higher valuation is declared pursuant to Article 9 Paragraph 7, the liability of Carrier shall be limited to such higher declared value. In the event of loss, damage or delay of part of the checked baggage, the liability limit of Carrier shall be reduced proportionately on the basis of weight to the part concerned.
- (e) Carrier's liability shall not exceed the amount of proven damages. Carrier shall furthermore not be liable for indirect or consequential damages, unless mandated by the applicable laws.

- (f) Carrier is not liable for injury to a Passenger or for damage to a Passenger's baggage caused by property contained in such Passenger's baggage. Any Passenger whose property causes injury to another person or damage to another person's property or to the property of Carrier shall indemnify Carrier for all losses and expenses incurred by Carrier as a result thereof.
- (g) Carrier is not liable for any baggage which is improperly or inadequately packed. Except for baggage carried under and governed by the applicable Convention, Carrier is not liable for any loss of or damage to or delay in the delivery of fragile or perishable items, money, jewelry, precious metals, silverware, negotiable papers, securities or other valuables, business documents, passports and other identification documents, samples, medicines or drugs, which are included in the Passenger's checked and/or carry-on baggage, whether with or without the knowledge of Carrier. Scratches, nicks or dirt may appear despite care and handling by Carrier. Except as the Convention or other law may otherwise require, Carrier does not assume any liability for normal wear and tear to baggage, which includes damage to or loss of protruding parts of the baggage, including, by way of example, straps, pockets, pull handles, hangar hooks, wheels or other items attached to the baggage.
- (h) If a Passenger is carried whose age or mental or physical condition is such as to involve any hazard or risk to himself, Carrier shall not be liable for any loss, illness, injury or disability, including death, attributable to such condition or for the aggravation of such condition.
- (i) On failure of Carrier, other than in circumstances referred to in Article 3 Paragraph 3, Article 8 Paragraph 1, Article 9 Paragraph 3 or Article 10 Paragraph 2(b) or 2(c) or 3, to provide space in the class of service for which a reservation has been duly made in accordance with Article 6 hereof without prejudice to any obligations imposed on Carrier by the applicable Convention or any relevant national laws, Carrier's liability for damages for such failure shall be limited to reimbursement of reasonable expenses of the Passenger for accommodation, meals, communications and ground transport to and from the airport, and to compensation for any other damages sustained by the Passenger at a rate not exceeding US\$50 per day or part thereof up to the time when Carrier is able to provide such space either on another of its own services or on the services of another carrier.
- (j) Any exclusion or limitation of liability of Carrier shall apply to and be for the benefit of agents, employees and representatives of Carrier and any person whose aircraft is used by Carrier and such person's agents, employees and representatives. The aggregate amount recoverable from Carrier and from such agents, employees, representatives and persons shall not exceed the amount of Carrier's limit of liability.

16.2.2 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, including but not limited to;

- (i) Broken feet/wheels or handles /straps
- (ii) Damage to over-packed/oversized bags
- (iii) Damage due to unsuitable packing
- (iv) Damage to pull handles / lost pull handles
- (v) Items of a fragile or perishable nature
- (vi) Manufacturer/s defect.

- 16.2.3 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.
- 16.2.4 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.
- 16.2.5 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.
- 16.2.6 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.
- 16.2.7 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.
- 16.2.8 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, jewelry, 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.
- 16.2.9 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.
- 16.2.10 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.

16.3. Our Liability for Damage Caused by Delay to Passengers

- 16.3.1 Our liability for Damage caused by delay in your carriage by air is limited by the Warsaw Convention and the Montreal Convention.
- 16.3.2 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.

16.4. First need Payment

16.4.1 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.

16.4.2 Below provisions shall therefore apply for delayed bags not received within 24hrs at the arrival airport where the missing report was filed.

- (i) First Needs Allowance (FNA) may be paid on the spot where it is ascertained that based on flight schedules, frequencies and connectivity, the missing bags shall not arrive within 24hours.
- (ii) Passengers receiving at least one of their bags may not be entitled to First Needs Allowance.
- (iii) Proof of Purchase of first needs items in form of receipts is required;
- (iv) Only essential items can be reimbursed;
- (v) Applicable limits are:
 - a. International Flight USD 50
 - b. Domestic Flight USD 30
 - c. Air Tanzania's liability could be reduced if baggage was presented for check-in unsuitably packed or after the recommended check-in time.
 - d. Children between 2-12 yrs. are entitled to 50% of the applicable limits in Economy and Business Class
 - e. Children below 2 years are not entitled to First Needs Allowance Payment.
- (vi) Passengers traveling on award tickets are entitled to First Needs Allowance at the applicable class of ticketing.
- (vii) Staff on Duty and on leisure rebate travel is entitled to First Needs allowance at the applicable class of ticketing.
- (viii) Passengers should be informed and acknowledge on the Release and Discharge

Form that the amount paid shall be deducted from final compensation amount in cases of total baggage loss.

- (ix) First needs payment should be made against a signed First Need Expenses Form of Release, with the following attachments;
 - a. Boarding pass
 - b. Baggage tag
 - c. PIR Form (Proper Irregularity Report)
 - d. A signed Compensation Form
 - e. Photo ID (National Id, Voter's Card, Driving License or Passport)

16.4.3 The total amount paid for each passenger must never exceed the maximum liability

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. Notice of Claims.

No action shall lie in respect of claims pertaining to baggage unless the person entitled to delivery of the baggage makes a complaint to Carrier within the following time limitations:

- 17.1.1 In the case of damage to checked baggage, forthwith after the discovery of the damage and, at the latest, within seven (7) days from the date of receipt by him of such baggage;
- 17.1.2 In the case of delay of checked baggage, at the latest within twenty-one (21) days from the date on which the baggage has been placed at his disposal;
- 17.1.3 In the case of lost item(s) within baggage, forthwith after the discovery of the loss and, at the latest, within seven (7) days from the date of receipt by him of such baggage; and
- 17.1.4 In the case of lost baggage, at the latest within seven (7) days from the date such loss is admitted by Carrier or within twenty-eight (28) days from the date on which the baggage ought to have been placed at his disposal, whichever is earlier.
- 17.1.5 Every complaint must be made in writing and dispatched within the times aforesaid. Carrier may require that details of any damage be provided through the completion of Carrier's prescribed form (Property Irregularity Form), and/or that a policy report or other evidence be furnished to aid in Carrier's investigations.

17.2. Time Limit for Baggage

- 17.2.1. 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.
- 17.2.2. If you wish to claim compensation from us for Damage to Checked Baggage, you must notify us as follows:
- (i) If the Damage is physical in nature, within seven (7) days of receipt of the Checked Baggage.
17.1.2

- (ii) 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.
- (iii) 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.

17.2.3. 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.

17.3. 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.

17.4. Submission of Claims.

Passengers may submit their complaints to Carrier by email or telephone for consideration. Please refer to www.airtanzania.co.tz/contact-us/ for contact details.

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.