



AIRLINK CONDITIONS OF CARRIAGE

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All Passengers issued with a Ticket for carriage by air on Airlink will have a Contract of Carriage. This Contract gives the Passenger the right to be carried on a flight or series of flights and its terms are governed by -

- the terms and conditions of contract of the Ticket
- these conditions of carriage; and
- the applicable Conventions

CLAUSE 1	DEFINITIONS
the Airline	means SA Airlink (Proprietary) Limited ("Airlink")
Airline Designator Code	means the two character IATA code which identifies individual airlines in Tickets, timetables, reservation systems and elsewhere.
Authorised Agent	means a passenger sales agent (which can include another airline) appointed to represent the Airline in the sale of carriage on our services.
Bankers Selling Rate	means the rate for the purpose of the transfer of funds through banking channels.
Baggage	means the personal property accompanying the Passenger in connection with their trip. Unless the airline determines otherwise, Baggage consists of the Passengers Checked Baggage and Unchecked Baggage.
Baggage Tag	means a document (claim tag) given to the Passenger to identify the Checked Baggage.
Business Day	means any Day other than a Saturday, Sunday or South African public holiday.
Checked Baggage	means Baggage the Airline takes into custody for carriage in the hold of an aircraft for which the Airline has issued a baggage tag to the passenger.
Check-in Deadline	means the time limit the airline has set for the Passenger to complete the process of checking-in formalities and receive a boarding pass.
Clause	Clause headings are for convenience only and must not be used for interpreting the contents therein. Where the clause describes a period of any number of days, this period of time will be calculated by excluding the first day and including the last day of that time period. If the last day falls on a day which is not a Business Day, then the very next day will be counted.
Conditions of Carriage	means these conditions of carriage contained herein.
Convention	means the Montreal Convention and / or the Warsaw Convention where applicable.
Conjunction Ticket	means a Ticket issued to the Passenger in conjunction with or in relation to another Ticket which together constitute a single contract of carriage.
Coupon	means both a paper document marked "Flight Coupon" and an electronic coupon, each of which entitles the named Passenger to travel on the particular flight identified on it.

Day	means any of the seven days of the week.
Denied Boarding	means a refusal, other than flight cancellation or delay to carry Passengers on a flight for reasons of health, safety, security or inadequate travel documents or do not meet the booking requirements.
Electronic Ticket	means the electronic entries within our reservations database recording the carriage the Passenger has booked.
E-Ticket Itinerary / Receipt	means a document the Airline issues when travelling on an electronic ticket that contains the Passenger's name, flight information and notices and delivered to the Passenger by email, by fax or by hand.
Flight Cancellation	means the non-operation of a flight which was previously planned and in respect of which at least one Passenger Reservation has been made.
Flight Delay	means the departure or landing of a flight later than its scheduled time.
Force Majeure	means any event outside of the Airline's control including without limitation, acts of God, and meteorological events (such as storms, rain, wind, fog, flooding, heat, earthquakes, haze, cyclones or volcanic eruption). It also includes without limitations government actions, disturbances or potentially volatile international conditions, civil commotions, riots, embargoes, wars or hostilities (whether actual, threatened or reported) strikes, work stoppage, slowdown, lockout or any other labour related disputes involving or affecting our service, mechanical difficulties, Air Traffic Control, the inability to obtain fuel, airport gates, labour or landing facilities for the flight in question or any fact not reasonably foreseen, anticipated or predicted by the airline.
IATA	means the International Air Transport Association.
ICAO	means the International Civil Aviation Organisation.
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.
Law	means any applicable law of general application and includes the common law and any statute, constitution, decree, treaty, regulation, directive, ordinance, by-law, order or any other enactment of legislative measure of government (including local and provincial government) statutory or regulatory body which has the force of law.
Montreal Convention	means the unification of certain rules relating to International Carriage by Air, signed at Montreal, 28 May 1999.
Passenger	means any person (whether adult, child or infant) holding a Ticket to be contracted with Airlink for carriage in an aircraft (except members of crew).
Passenger Coupon or Passenger Receipt	means a document issued as part of the Passenger Ticket which ultimately must be retained by the Passenger when travelling on all flights.
Person with Reduced Mobility	Means any person whose mobility is reduced when using transport because of any physical disability (sensory or locomotory, permanent or temporary), intellectual impairment, age or any other cause of disability and whose situation needs special attention and adaption to the person's needs of the services made available to all Passengers.

Rerouting	a change of routing when a flight is unable to land at the scheduled destination and diverts to an alternative destination. This also includes voluntary or involuntary rerouting which may require Ticket reissuance.
SDR	means Special Drawing Right, the composite unit of currency that is used as the official unit of exchange of the International Monetary Fund.
Stopover	means any place set out in the Passenger 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 the Passengers Ticket.
Tariff	means fares for carriage, charges and related Conditions of Carriage and Ticket restrictions filed, where required, with the appropriate authorities.
Ticket	means the paper document marked "Passenger Ticket and Baggage Check" or the Electronic Ticket issued by the Airline or on our behalf and includes extracts of the conditions of contract, notices and coupons.
Unchecked Baggage	means the Passengers Baggage, other than the Checked Baggage, which is carried by the Passenger aboard the aircraft or by Skycheck.
Warsaw Convention	means international instruments of law which apply to the Passengers' carriage.
The airline website	means our internet website with the address www.flyairlink.com
CLAUSE 1	INTERPRETATION
1.1	<p>The Airline will use its best endeavours to make reasonable decisions about the interpretation of the applicable Laws, regulations, orders or governmental policy for the purposes of clauses 7.1 (Our Right To Refuse Carriage), and 11 (Conduct Aboard Aircraft).</p> <p>Such decisions may have to be made in circumstances where limited time is available and no proper opportunity exists to carry out any or sufficient enquiries. As a result, any such decision made by us will be final and binding on the Passenger even if subsequently proved to be incorrect, provided that at the time the Airline made the decision had reasonable grounds for believing that it was correct or reasonable in the circumstances.</p>
1.2	Where the Airline expressly provides in this Conditions of Carriage that the Passenger must comply with applicable Law or applicable governmental, ICAO or IATA requirements, the Passenger is obliged to comply with such applicable Laws or requirements at all times, especially on the date or dates of the Passenger's carriage.
1.3	All dates and periods of time referred to in this Conditions of Carriage will be ascertained in accordance with the Gregorian calendar.
1.4	The title of each clause of this Conditions of Carriage is for convenience only, and is not to be used for interpretation of the text.

1.5	<p>Limitation of liability</p> <p>These Conditions of Carriage contain terms and conditions which appear in similar text style and format to this clause and which –</p> <ul style="list-style-type: none"> • May limit the risk or liability of the Airline or a third party; and / or • May create risk or liability to the Passenger; and / or • May compel you to indemnify the Airline or a third party; and / or • Serves as an acknowledgement, by you, of a fact. <p>Your attention is drawn to these terms and conditions because they are important and should be carefully noted.</p>
CLAUSE 2	APPLICABILITY
2.1	INTRODUCTION
	<p>Airlink is a regional and privately owned airline that operates as a franchisee of South African Airways SOC Limited. Airlink, together with its partners, provide seamless interline connections between major city hubs and smaller towns.</p> <p>The airline industry operates in a global environment with specific business processes and procedures which have been developed over the years to enable the industry to operate in a fair and efficient manner while having regards for the various factors and risks unique to the industry. Much of the business processes are captured in regulations, conventions and treaties that govern the industry.</p> <p>Airlink, as a member of IATA, adheres to all of the international regulations, Conventions and treaties that govern the industry and where applicable to our Passengers, it is captured in this Conditions of Carriage.</p>
2.2	GENERAL
2.2.1	This Conditions of Carriage form part of the Passenger’s contract of carriage with the Airline and applies to the carriage the Airline provides to the Passenger unless clause 2.4 (Overriding Law) provides otherwise.
2.2.2	<p>The liability of the Airline in regards to any claim that the Passenger may have against Airlink in regards to delays, loss of, or damage to Baggage is limited to the higher of -</p> <ul style="list-style-type: none"> • the total fare paid by the Passenger for the Ticket; or the • the applicable Convention in terms of any claims related to the loss of or damage to Baggage, provided that the Passenger comply in all material respects with the procedures in submitting the claims as provided for in the applicable Convention.
2.2.3	This Conditions of Carriage applies to gratuitous and reduced fare carriage as well, in all material respects.

2.3	CODE SHARE
	On some services the Airline has arrangements with other airlines known as code shares. This means that even if the Passenger has a reservation with us and hold a ticket showing the "SA" airline designator code for one or more flights, another airline may operate the aircraft. If such arrangements apply to the Passenger's carriage, the following conditions will apply -
2.3.1	<ul style="list-style-type: none"> • The Airline will advise the Passenger of the details of the other airline at the time the Passenger makes the reservation with the Airline; and
2.3.2	<ul style="list-style-type: none"> • This Conditions of Carriage will apply where the Airline has a legal or financial obligation towards the Passenger. The Conditions of Carriage of the operating carrier will apply in all other respects, with the result that, for example, provisions relating to baggage acceptance, check-in and boarding, refusal and limitation of carriage, conduct aboard aircraft, and schedules, delays and cancellation of flights may differ from this Conditions of Carriage and the Airline requests that the Passenger familiarise themselves with the Conditions of Carriage of the operating carrier, if applicable.
2.4	OVERRIDING LAW
	The Conditions of Carriage are applicable unless they are inconsistent with applicable Law in which event such Law shall prevail.
CLAUSE 3	TICKETS
3.1	GENERAL
3.1.1	The Airline will only provide carriage to the Passenger named on the Ticket, provided that each Passenger produces a valid passport or South African identity document (applicable on flights operating within the borders of South Africa), as well as the credit card or debit card with which an online reservation was made, if applicable. The Airline will accept birth certificates as proof of identification for children who are not yet in receipt of identity documentation.
3.1.2	In the case of an Electronic Ticket, the Passenger is required to bring the E-Ticket Itinerary/Receipt to the airport as it may be necessary for the Passenger to present it to the Airline and airport immigration and security personnel.
3.1.3	The Passenger will not be entitled to be carried on a flight if the Ticket presented is mutilated, spoilt or tampered with, or altered.
3.1.4	For the purposes of the Warsaw Convention and the Montreal Convention, an E-Ticket Receipt/Itinerary is deemed to serve as a Ticket.

3.1.5	The Ticket is non-transferable.
3.1.6	Some Tickets are sold at special fares which may be partially or completely non-refundable. It is the Passenger's responsibility to choose the fare, and applicable fare rules, best suited to their travelling needs and ensure that they familiarise themselves with the fare rules and the terms and conditions of the Ticket.
3.1.7	It is the Passenger's responsibility to ensure that they have appropriate and adequate travel insurance to cover instances where the Passenger is unable to make use of such a Ticket for whatever reason, including non-performance by the Airline.
3.2	PERIOD OF VALIDITY
	Unless it provides otherwise in the Ticket or in the Conditions of Carriage, a Ticket is valid for -
3.2.1	<ul style="list-style-type: none"> One (1) year from date of first flight in respect of international/regional travel;
3.2.2	<ul style="list-style-type: none"> Six (6) months from date of first flight in respect of travel within the borders of South Africa; and
3.2.3	<ul style="list-style-type: none"> Special fares may be valid for a shorter period than six (6) months or one (1) year and may be subject to minimum and maximum stay periods in terms of the fare rule applicable to the Ticket. It is the Passenger's responsibility to familiarise themselves with the fare rules and the terms and conditions of the Ticket.
3.3	NON USE OF TICKET
3.3.1	<p>In the event that after the Passenger has begun the carriage, and the Passenger is prevented from travelling within the period of validity by reason of illness, the Airline may extend the validity of the Ticket until the date the Passenger becomes fit to travel, provided that the date falls within the validity of the ticket as described in clause 3.2 (period of validity), subject to availability, and the itinerary for which the fare has been paid. Such illness must be attested to by a medical certificate bearing a date not more than ten (10) Days prior to departure of the flight as indicated on the Ticket.</p> <p>In such circumstances, the Airline will similarly extend the period of validity of Tickets of other members of the Passenger's Immediate Family accompanying the Passenger or refund the Passenger in full at the Passenger's election.</p>
3.3.2	In the event of the death in the Immediate Family of a Passenger who has commenced travel, the validity of the Ticket and the Tickets of the immediate family who are accompanying the Passenger may likewise be extended or refunded at the Passenger's request, provided that the date falls within the validity of the Ticket as described in clause 3.2, subject to availability, and the itinerary for which the fare has been paid.

	The extension or refund shall only be made upon receipt of a valid death certificate and the extension shall not be for a period longer than forty five (45) Days from the date of death.
3.3.3	In the event that the Passenger fails to present themselves at the prescribed times at either the check-in counter for the check-in procedure or at the boarding gate for the boarding procedure, the Airline reserves the right to consider the Passenger as a "no-show" and the Passenger will forfeit the Ticket for that applicable segment of travel without the right to a refund.
3.4	SEQUENCE OF TICKET USE
3.4.1	The Ticket is valid only for the transportation as indicated on the Ticket, from the place of departure to the destination. The fare the Passenger has paid is for the transportation and sequence of transportation as indicated on the Ticket. The Ticket will not be honoured by the Airline and will lose its validity if all the coupons are not used in the sequence for provided on the Ticket.
3.4.2	Should the Passenger wish to change any aspect of transportation as indicated on the Ticket, the Passenger is obliged to contact the Airline in advance of the date of travel. The fare for the Passenger's new transportation will be calculated and the Passenger will be given the option of accepting the new price or maintaining the original transportation as Ticketed.
3.4.3	Should the Passenger be required to change any aspect of the transportation due to Force Majeure, the Passenger must contact the Airline as soon as practicable and the Airline will use reasonable efforts available to it to transport the Passenger to the next Stopover or the final destination, without recalculation of the fare.
3.4.4	Should the Passenger change the transportation without the Airline's express agreement, the Airline will assess the correct price for the actual travel. The Passenger will be obliged to pay the difference between the price and penalties, if applicable, and the total price applicable for the revised transportation. The Airline will refund the Passenger the difference if the new price is lower than the original price.
3.4.5	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 the Passenger does not fly the first segment) or reversing the direction of travel, can result in a change in price.
3.4.6	Depending on the fare class, most 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.
3.4.7	Each flight coupon contained in the Passenger's Ticket will be accepted for transportation in the class of service on the date and flight for which the Ticket has been reserved.

3.4.8	In the event the Passenger does not show up for any flight without advising the Airline in advance, the Airline may cancel the Passenger's return or onward reservation. The Passenger is obliged to contact the Airline no later than one (1) hour prior to departure of the flight to cancel the flight reservation.
3.5	REPLACEMENT OF TICKETS
3.5.1	In the event of loss or mutilation of a ticket (or part of it) by the Passenger or non-presentation of a Ticket containing the passenger coupon and all unused flight coupons, the Airline will replace such Ticket (or part of it) by issuing a new Ticket, provided there is evidence, readily ascertainable at the time, that a Ticket valid for the flight(s) in question was duly issued and the Passenger signs an agreement to reimburse the Airline for any costs and losses, up to the value of the original Ticket, which are necessarily and reasonably incurred by the Airline or another carrier for misuse or fraud of the Ticket.
3.5.2	The Airline reserves the right to charge an administration fee for this service which will be the prevailing fee at the time and duly communicated to the Passenger before replacement of the Ticket. The current administration fee is R285.00 (two hundred and eighty five South African Rand).
3.5.3	Where such evidence that a Ticket valid for the flight(s) in question is not available or the Passenger does not sign such an agreement to reimburse the Airline for any costs and losses, up to the value of the original Ticket, the Airline will require the Passenger to pay up to the full Ticket price for a replacement Ticket, subject to refund if and when the original issuing carrier is satisfied that the lost or mutilated Ticket has not been used before the expiry of its validity.
3.5.4	A Ticket is an instrument of value and the Passenger should take the appropriate measures to safeguard it and ensure that it is not lost or stolen.
CLAUSE 4	FARES , TAXES, FEES AND CHARGES
4.1	FARES
4.1.1	The fare paid for the Ticket includes the carriage of the Passenger and their Baggage from the airport of departure to the airport at the destination via specified Stopovers at the times and on the dates specified in the Ticket, unless the Airline advises the Passenger otherwise for whatever reason.
4.1.2	Airfares are different for adult, children and infant Passengers. Adult fares apply to Passengers twelve (12) years and over. Children fares apply to Passengers two (2) to eleven (11) years of age. Infant fares apply to Passengers under two (2) years of age.

4.1.3	Infants that pay the infant fare will be seated on the adult's lap. Infants that require their own seat (between six (6) and twenty three (23) months) must be in an approved car-type seat and will be charged the children fare.
4.1.4	Infants becoming two (2) years en-route must have a booked seat for the remaining portion of the journey and the child fare applies for this part of the journey.
4.1.5	Children who have reached their twelfth (12) birthday en-route at the time of departure shall pay the full applicable adult fare.
4.1.6	The fare charged shall be determined by the age of the child or infant at the date of departure.
4.1.7	A second infant (twins) must travel with an accompanying adult.
4.1.8	The fare does not include ground transport services between airports and town terminals.
4.2	TAXES, FEES AND CHARGES
4.2.1	Before carriage, the Passenger will pay the Airline the total amount of all applicable taxes, fees and charges imposed on the Airline by a government or other authority, or by the operator of an airport, which the Airline is obliged to collect from the Passenger or to pay in respect of the Passengers carriage.
4.2.2	When the Passenger purchases the Ticket all taxes, fees and charges not included in the fare will be shown separately on the Ticket, but will be included in the total fare of the Ticket.
4.2.3	Taxes, fees and charges imposed on air travel are not within the Airline's control and is prescribed and can be imposed or changed after the date the Ticket has been purchased. If a tax, fee or charge is imposed or increased after the Ticket has been purchased; the Passenger is obliged to pay to the Airline any such tax, fee or charge, or any such increase before carriage at the Airline's request.
4.2.4	In the event that any tax, fee or charge is abolished or reduced and becomes no longer applicable to all or part of the Passengers carriage, a refund can be claimed by the Passenger from the Airline.
4.3	CURRENCY
	Fares, taxes, fees and charges are payable in the currency of the country in which the Ticket is issued. Foreign currency converted to the currency of payment will be at the applicable IATA Bankers Selling Rate quoted and applicable on the date payment is made.

CLAUSE 5	RESERVATIONS
5.1	RESERVATION REQUIREMENTS
5.1.1	Certain fares have conditions attached to it which limit or exclude the Passenger's right to change or cancel reservations. The Passenger is responsible to familiarise themselves with the terms and conditions that apply to the fare and the Airline accepts no responsibility for the Passenger's failure to do so.
5.1.2	<p>The Passenger is obliged to inform the Airline at the time of reservation if the Passenger has a medical condition which may require medical assistance or special assistance during embarkation, disembarkation or aboard an aircraft.</p> <p>The reservation will be provisional and converted to a confirmed reservation once the Airline is satisfied that the Passenger has received any medical clearance required and all conditions attached to such clearance have, or will be, complied with by the Passenger. The Airline reserves the right to deny boarding to a Passenger in the interest of safety. In such instances the Airline will refund the denied Passenger in full.</p>
5.1.3	The reservation, Ticket, boarding pass and the identification (passport or South African identification document) must all be in the same name and order of names and surname.
5.2	TICKETING TIME LIMIT
5.2.1	Once the reservation is made, the Passenger or someone on the Passengers behalf must pay for the Ticket before the specified ticketing time as advised by the Airline in the fare rules.
5.2.2	The Airline reserves the right to cancel the reservation if the Passenger has not paid the applicable fare for the Ticket according to the Ticket Time Limit as advised in the fare rules.
5.3	PERSONAL INFORMATION
5.3.1	The Passenger acknowledges that personal information (including sensitive personal information) has been provided to the Airline for the purposes of making a reservation, issuing a Ticket, a boarding pass and other ancillary services related to the Passenger's carriage, including, for example, provision of wheelchair assistance, facilitating immigration and entry procedures, facilitating security checks, dealing with customs control and making information available to government agencies in connection with the Passenger's carriage (for example, security, customs or immigration where the Airline are required by applicable Law to do so).

5.3.2	Sensitive personal information, for example information relating to the Passenger's health or disabilities, religion, criminal record or otherwise may be processed by the Airline. The Passenger hereby authorises the Airline to disclose such sensitive personal information to third parties for the purposes described in clause 5.3.1.
5.3.3	The Airline may require the name and contact details of a third party whom the Airline may contact in the event of an emergency. It is the Passenger's responsibility to ensure that the third party consents to the disclosure of the information provided for that purpose.
5.4	SEATING
	<p>The Airline will use reasonable care within its remit to meet advance seating requests, but cannot guarantee that the Passenger will be able to sit in any particular seat.</p> <p>The Airline reserves the right to change the seating arrangements for a similar seat at any time, even after the Passenger has boarded the aircraft, whether for operational, safety, security reasons or otherwise.</p>
5.5	AIRCRAFT
5.5.1	The Airline will use its best endeavours to provide the aircraft specified in the published timetable for carriage, but cannot guarantee that the particular aircraft will be used. The Airline reserves the right to change the aircraft on which the Passenger will be carried, whether for operational, safety, security reasons or otherwise.
5.5.2	Occasionally, it may be required for whatever reason to temporarily supplement the Airline's fleet with aircraft operated for the Airline by another airline. In the event that this applies to any aircraft on which the Passenger is due to be carried by the Airline, the Airline will endeavour to inform the Passenger of the identity of the operator of the aircraft after which the Passenger will be obliged to familiarise themselves with the Conditions of Carriage of the aircraft operator.
5.6	RECONFIRMATION OF FLIGHTS
	Please reconfirm all flight information as indicated on the Ticket two (2) Business Days prior to departure.
5.7	CANCELLATION OF FLIGHTS
5.7.1	Please be advised that if the Passenger does not present themselves for a flight without advising the Airline in advance, no later than one (1) hour prior to the scheduled departure time, the Airline reserves the right to cancel the subsequent and onward flight reservations.

	Certain of our fare rules provide that the Passenger's Ticket will be forfeited if the Passenger does not present themselves for a flight, be it at the check-in counter or the boarding gate prior to departure. It is the Passenger's responsibility to familiarise themselves with the terms and conditions of the fare and the Airline does not accept any responsibility for the Passenger's failure to do so.
5.7.2	The Airline will not be liable to the Passenger for any loss or expense whatsoever resulting from the Passenger's failure to fully comply with the requirements in terms of clause 5.7.1.
CLAUSE 6	CHECK-IN FLIGHT AND BOARDING TIME REQUIREMENTS
6.1	CHECK – IN TIMES
	<p>The Passenger must present themselves for check-in at the designated check-in counter no later than the time stipulated below before the scheduled departure time of the flight as indicated on the Passenger's Ticket -</p> <p>DOMESTIC: one (1) hour and thirty (30) minutes</p> <p>INTERNATIONAL / REGIONAL: two (2) hours</p>
6.2	FLIGHT CLOSURE TIMES
6.2.1	For domestic flights, flight check-in closes thirty (30) minutes prior to the scheduled departure time and for international/regional flights fifty (50) minutes prior to the scheduled departure time.
6.2.2	In the event that a Passenger fails to check in for a flight by the time specified, the Airline reserves the right to cancel the reservation and the full fare paid by the Passenger for the flight will be forfeited. The Airline will not be liable for any loss or expense incurred due to the Passenger's failure to comply with this provision.
6.3	FLIGHT BOARDING TIMES
	For domestic flights, boarding commences thirty (30) minutes prior to the scheduled departure time and for international/regional flights forty (40) minutes prior to the scheduled departure time.
6.4	BOARDING GATE CLOSING TIMES
6.4.1	For domestic flights, boarding closes fifteen (15) minutes prior to the scheduled departure time and for international/regional flights twenty (20) minutes prior to the scheduled departure time.

6.4.2	The Passenger must be present at the boarding gate no later than the time specified on the Passenger's boarding card.
6.4.3	Passengers that check in must report directly to the boarding gates as stipulated in clause 6.4.1. Failure to do so will result in the Passenger being offloaded from the flight and the Airline reserves the right to cancel the reservation and the full fare paid by the Passenger for the flight will be forfeited. The Airline will not be liable for any loss or expense incurred due to the Passengers failure to comply with this provision.
6.5	GENERAL CHECK – IN REQUIREMENTS
6.5.1	Notwithstanding the provisions of clause 6.1 (check-in times), check-in deadlines are different at the various airports and the Airline recommends that the Passenger informs themselves about these check-in deadlines and honour them accordingly. The Passenger's journey will be more convenient if the Passenger allows sufficient time to comply with the check-in deadlines.
6.5.2	The Airline reserves the right to cancel the reservation if the Passenger does not comply with the check-in deadlines indicated.
6.6	WEB CHECK-IN AND HOME PRINTED BOARDING PASSES
6.6.1	After completing the online check-in process, Passengers will be supplied with a computer generated image of a boarding pass containing the information for the intended flight. This image can be printed at home before the Passenger leaves for the airport. The entire boarding pass document must be printed and have a minimum resolution of 300 dpi. If these conditions are not met the Passenger will be required to collect a boarding pass at the check-in counters or at the self-service kiosk. If the Passenger has no check-in luggage you may proceed directly to security without reporting to the check-in counter.
6.6.2	Certain airports have a baggage drop counter where the Passenger can hand in the bag no later than sixty (60) minutes prior to departure. Failure to do so will cause the Baggage not to be loaded onboard the aircraft. Baggage must conform with the Airline's baggage policy and for safety reasons certain dangerous articles must not be carried in Passenger's Baggage. Please refer to clause 8.4 (Items Not Allowed In Passenger's Baggage).
6.6.3	If no baggage drop counter exists, the Baggage must be checked-in in at the check-in counter.
6.6.4	Passengers need to check the flight information screens in the departure terminal for boarding and gate information as this will not be printed on the home printed boarding pass.
6.6.5	Passengers must report to the boarding gate at least thirty (30) minutes prior to departure. Failure to arrive at the boarding gate on time will result in you being denied boarding and your Baggage offloaded from the aircraft if applicable.

6.6.6	All Passengers using the online check-in facility must produce valid identification, as provided for in clause 3.1.1, which will be checked at the boarding gate. Any Passenger without the appropriate identification will be denied boarding and your Baggage offloaded from the aircraft if applicable.
6.6.7	Any Passenger failing to present their boarding pass at the boarding gate will be required to have the boarding pass reissued at the Airlink check-in counter. On return to security the Passenger will be obliged to resubmit themselves for the security screening. The Airline accepts no liability where such process results in a passenger missing their flight by failing to report at the boarding gate at the stipulated time before the flights departure.
6.6.8	Passengers travelling with hand luggage should ensure that it meets the Airline's requirements with respect to number, size and weight of articles being carried and does not contain any sharp or dangerous objects. The Airline reserves the right to refuse acceptance of hand luggage that is not in conformity with our baggage policy.
6.6.9	The Airline reserves the right to suspend or terminate the online check-in facility for certain flights from time to time at its discretion. In this case the Passenger will be required to check-in in accordance with the normal airport check-in procedure.
CLAUSE 7	REFUSALS AND LIMITATION OF CARRIAGE
7.1	OUR RIGHT TO REFUSE CARRIAGE
	<p>In our reasonable discretion, the Airline may refuse to carry the Passenger and the Passenger's Baggage if the Airline has notified the Passenger in writing that the Airline would not at any time after the date of such notice carry the Passenger and the Passenger's Baggage on its flights. In these circumstances the Passenger will be entitled to a refund in full.</p> <p>The Airline may also refuse to carry the Passenger and the Passenger's Baggage if one or more of the following have occurred or the Airline reasonably believes may occur -</p>
7.1.1	<ul style="list-style-type: none"> Such action as is necessary in order to comply with any applicable government Laws, regulations, and orders.
7.1.2	<ul style="list-style-type: none"> The carriage of the Passenger or the Passenger's Baggage may endanger or affect the safety, health and/or materially affect the comfort of other Passengers and crew.
7.1.3	<ul style="list-style-type: none"> The Passenger's mental or physical state, including suspected impairment from alcohol or drugs, presents a hazard or risk to themselves, to Passengers, to crew, or to property.
7.1.4	<ul style="list-style-type: none"> The Passenger has committed misconduct on a previous flight, and the Airline has reason to believe that such conduct may be repeated.

7.1.5	<ul style="list-style-type: none"> The Passenger has refused to submit to a security check.
7.1.6	<ul style="list-style-type: none"> The Passenger has not paid the applicable fare, taxes, fees or charges.
7.1.7	<ul style="list-style-type: none"> The Passenger does not meet the requirements in relation to the Passenger's medical fitness to fly.
7.1.8	<ul style="list-style-type: none"> The Passenger presents a Ticket that has been acquired unlawfully or by fraudulent means (for example stolen credit or debit card) in our reasonable opinion, or has been reported as being lost or stolen, is a counterfeit, forged or falsified or the Passenger cannot prove that the Passenger is the person named on the Ticket.
7.1.9	<ul style="list-style-type: none"> The Passenger has failed to comply with the requirements concerning coupon sequence and use, or the Passenger presents a Ticket which has been issued or altered in any way, other than by the Airline or an Authorised Agent.
7.1.10	<ul style="list-style-type: none"> The Passenger fails to observe the Airline's instructions with respect to safety or security.
7.1.11	<ul style="list-style-type: none"> The Passenger uses threatening, abusive, insulting or indecent words or behaviour or manner to any person, including ground staff, members of crew or other Passengers prior to or during any of the operations of embarkation on the Passenger's flight, or disembarkation from a connecting flight, or on board the aircraft before take-off.
7.1.12	<ul style="list-style-type: none"> The Passenger appears in the Airline's reasonable opinion, not to meet visa requirements or not to have valid or lawfully acquired travel documents or the Passenger has acquired it by fraudulent means or destroys the travel documents aboard the aircraft or between the check-in and boarding, or refuses to allow the Airline to copy the travel documents, or surrender the travel documents.
7.2	REIMBURSEMENT OF COSTS
	If the Passenger is refused carriage for any of the reasons set out above, the Passenger will be obliged to reimburse the Airline for any costs the Airline incurs resulting from -
7.2.1	<ul style="list-style-type: none"> Repair or replacement of property lost, damaged or destroyed by the Passenger.
7.2.2	<ul style="list-style-type: none"> Compensation the Airline is obliged to pay to any Passenger or crew member affected by the Passenger's actions.
7.2.3	<ul style="list-style-type: none"> Delaying the aircraft for the purpose of removing the Passenger and/or the Passenger's Baggage.

7.2.4	<ul style="list-style-type: none"> Any consequential costs or losses that the airline may incur as a result of the Passenger's conduct or misconduct.
7.2.5	<ul style="list-style-type: none"> The Airline reserves the right to apply towards such payment or expenditure the value of any unused carriage on the Passenger's Ticket or any of the funds in our possession.
7.3	FITNESS TO FLY
7.3.1	Before boarding the aircraft for carriage the Passenger must be reasonably satisfied that they are medically fit to fly. If the Passenger has been advised that they are fit to fly provided certain precautions are taken (for example, use of medication) it is the Passenger's responsibility to ensure that all such precautions are in fact taken before, during and after the flight (as the case may be) and that the Passenger will be able to produce the written evidence of their fitness to fly required by this Conditions of Carriage.
7.3.2	If any reasonable doubt exists about the Passenger's fitness to fly, the Passenger may not be accepted for carriage unless they have produced to the Airline no later than three (3) Business Days before departure time a medical report from an appropriately qualified doctor, bearing a date no more than ten (10) days before the flight date and time, which confirms the fitness to travel on all flights on which the Passenger intends to travel.
7.3.3	Permission to fly is required from the Airlink Control office at least three (3) Business Days before the flight departure time for the following medical conditions -
7.3.3.1	<ul style="list-style-type: none"> A condition which is believed to be actively contagious or communicable and life threatening to other Passengers or crew; or
7.3.3.2	<ul style="list-style-type: none"> Which may cause or induce unusual behaviour, or a physical condition, which could have an adverse effect on the safety, welfare and/or comfort of other Passengers or crew members; or
7.3.3.3	<ul style="list-style-type: none"> Which is considered to be a potential hazard to the safety of the flight; or
7.3.3.4	<ul style="list-style-type: none"> Which may cause the flight to be diverted or perform an unscheduled stop during carriage.
7.4	PASSENGERS WITH SPECIAL NEEDS
7.4.1	Passengers with special medical needs including those requiring wheelchair assistance should contact the Airlink control office +27 11 4517300 or +27 11 4517350 prior to the flight.

7.4.2	Wheelchair assistance can be booked from Monday to Friday 08h00 – 17h00 and must be done no later than three (3) Business Days prior to departure. For flights over a weekend, as well as Monday, the cut-off for the necessary arrangements for special assistance must be no later than 15h00 on the Friday prior to the Passenger's flight.
7.4.3	Regulations limit us to the amount of space available per flight to ensure the Airline have sufficient crew onboard to assist in the event of an emergency situation.
7.4.4	Passengers with disabilities may not be seated at the emergency exit rows.
7.4.5	Airlink offers the following wheelchair types -
7.4.5.1	<ul style="list-style-type: none"> WCHR (Wheelchair Ramp) for Passengers who require a wheelchair from the airport terminal to and from the aircraft and can climb stairs but cannot walk long distances.
7.4.5.2	<ul style="list-style-type: none"> WCHS (Wheelchair Stairs) for Passengers who require a wheelchair from the airport terminal to and from the aircraft and up and down the stairs. A Passenger Aid Unit (PAU) will be provided if the Passenger cannot climb stairs at all (e.g. broken leg).
7.4.5.3	<ul style="list-style-type: none"> WCHC (Wheelchair to Cabin seat) for Passengers who are completely immobile E.g. Paraplegics and Quadriplegics who would require a wheelchair to and from the aircraft via the PAU and to and from their cabin seat.
7.4.6	Meet and Assist for Passengers who require an escort to and from the aircraft. The age and a reason for the Meet and Assist request (e.g. first time flyer, mother with an infant or elderly Passenger) is required at the time of booking.
7.5	STANDARD INFORMATION NEEDED FOR ANY WHEELCHAIR REQUEST
	The following information is required for all medical clearance bookings -
7.5.1	<ul style="list-style-type: none"> The age of the Passenger.
7.5.2	<ul style="list-style-type: none"> The reason for wheelchair or meet and assist.
7.5.3	<ul style="list-style-type: none"> Whether the Passenger can walk long distances or not.
7.5.4	<ul style="list-style-type: none"> Whether the Passenger can climb stairs or not.
7.5.5	<ul style="list-style-type: none"> Whether the Passenger can see to their own needs onboard the aircraft for the duration of the flight or not (including toilet facilities).

7.5.6	<ul style="list-style-type: none"> Whether the Passenger can sit in an upright position for duration of flight.
7.6	SITUATIONS WHERE MEDICAL DOCUMENTATION IS REQUIRED:
7.6.1	<p>A Medical Indemnity form needs to be completed by the Passenger's suitably qualified medical practitioner in order to certify that they are fit to travel -</p> <ul style="list-style-type: none"> Any type of heart condition Any type of spinal or brain injury Any type of cancer Emphysema Any operations within the previous three (3) months Any hospitalisation within the previous three (3) months Strokes within the previous six (6) months Serious back or spinal problems within the previous six (6) months
7.6.2	<p>Medical Indemnity forms can be obtained from the Airlink Control office and must be faxed to +27 11 451 7367 once it has been completed by the Passenger's suitably qualified medical practitioner.</p>
7.6.3	<p>A medical report from a suitably qualified medical practitioner, bearing a date no more than ten (10) days before the Passenger's flight date and time, which confirms the Passenger's fitness to travel on all flights on which the Passenger intends to travel for ailments listed below -</p> <ul style="list-style-type: none"> Strokes within the previous 6 - 12 months Serious back problems within the previous 6 - 12 months Alzheimer's/Parkinson's Disease Pregnant women who are experiencing complications or expecting more than one baby.
7.6.4	<p>Mentally challenged Passengers must include the mental and physical age and declare that they are fit to travel.</p>
7.7	DIABETICS
7.7.1	<p>The Passenger will be allowed to take insulin and one needle onboard in the cabin but the medication has to be self-administered.</p>
7.7.2	<p>If the Passenger requires insulin needles, a suitably qualified medical practitioner's note must be presented at the check-in counter and at the security checkpoints on the day of departure.</p>
7.7.3	<p>All medication must be kept in the Passenger's cabin baggage</p>

7.8	OXYGEN, VENTILATORS, RESPIRATORS, CPAP/BI PAP MACHINES
7.8.1	For safety reasons the Airline does not permit Passengers to bring their own Portable Oxygen Concentrators / Cylinders (POC) onboard the aircraft in Checked or Unchecked Baggage. The Airline is not equipped to supply oxygen onboard the Aircraft.
7.8.2	Portable self-powered using a gel or dry battery assistive devices such as personal ventilators, respirators, Continuous Positive Airway Pressure (CPAP) and Bilevel Positive Airway Pressure (BiPAP) machines may be carried and used onboard the Airline subject to approval at no charge in carry-on luggage only. These assistive devices are limited to one (1) unit per Passenger. Some seating restrictions may be necessary to comply with certain safety rules. The medical units must display a manufacturer's label indicating the device meets FAA requirements.
7.8.3	An advance request for authority to Airlink control office +27 11 4517300 or +27 11 4517350 must be made three (3) Business days before flight departure for Passengers using a ventilator, respirator, CPAP or BiPAP machines onboard.
7.8.4	Please note that aircraft in-seat electrical power is not available for ventilators, respirators, CPAP or BiPAP machines, therefore Passengers must have an ample supply of fully charged batteries for the flight to cover any unforeseen delays.
7.9	CARRIAGE OF PREGNANT PASSENGERS AND NEWBORN CHILDREN
7.9.1	<p>The Airline will carry pregnant Passengers as provided for below. All pregnant women beyond twenty eight (28) weeks gestation must provide a signed letter by a suitably qualified Gynecologist, General Medical Practitioner or Midwife, stating the following:</p> <ul style="list-style-type: none"> - Passengers due date and term of pregnancy. - Any possible complications including hypertensive passengers, history of premature labour, etc. - The letter should also advise the Airline of the latest date up to which the Passenger is expected to be fit to travel. - Whether it is a single, multiple or a high risk pregnancy. <p>In addition, the Passenger will require prior clearance from the Airlink Control office for travel as follows –</p> <ul style="list-style-type: none"> • up to thirty six (36) weeks pregnancy for domestic travel, and • up to thirty five (35) weeks pregnancy for international travel
7.9.2	Carriage of newborn infants will not be permitted until seven (7) days after the date of birth of the newborn infant.
7.9.3	The parents of newborn infants must present sufficient proof of parenthood at the check-in counter for the check-in procedure.

7.10	SPECIAL ASSISTANCE
7.10.1	Acceptance for carriage of unaccompanied children, incapacitated persons, pregnant women, and persons with illness or other people requiring special assistance is subject to prior arrangement with the Airline and the reasonable discretion of the Airline.
7.10.2	Passengers with disabilities who have advised the Airline of any special requirements they may have at the time of ticketing, and have been accepted by the Airline shall not subsequently be refused carriage on the basis of such disability or special requirements, but our regulations or government regulations may apply to the transport of such Passengers.
7.10.3	Special assistance Passengers may not be seated near an Emergency Exit.
7.11	PASSENGER REIMBURSEMENT FOR MEDICAL EXPENSES AND DIRECTLY RELATED EXPENSES INCURRED BY AIRLINK ON THEIR BEHALF
7.11.1	<p>If a Passenger becomes ill onboard the aircraft or in the airport terminal building after the check-in procedure due to a pre-existing condition (regardless of whether or not the Passenger was aware of it) or due to the pregnancy and it is required by the Airline to medically assist the Passenger for whatever reason, the Passenger will be liable for the cost of the medical expenses paid for by the Airline in providing treatment to the Passenger onboard an aircraft or in the airport terminal building, as well as for transporting the Passenger on the ground and paying for treatment provided by a third party.</p> <p>The Airline furthermore reserves the right to levy a reasonable administration fee on such services and/or medical assistance.</p>
7.11.2	The Passenger will be liable to the Airline for all cost directly and incidental in the event that it is required, in the reasonable discretion of the Captain of the flight and in terms of the Airline's medical diversion policy, to divert the flight to the nearest airport in an effort to ensure that the Passenger receives the appropriate medical treatment.
7.12	CARRIAGE OF UNACCOMPANIED CHILDREN
Who is Eligible?	
7.12.1	An unaccompanied minor is a child (five (5) to eleven (11) years of age) on the date the flight commences who is travelling without the supervision of a parent or guardian who is aged sixteen (16) years or older who will be responsible for the safety of the child / children.
7.12.2	Children under five (5) years of age will not be permitted to travel alone.
7.12.3	A young passenger is a child who is at least twelve (12) years old, but under sixteen (16) years of age.

7.12.4	For the purpose of fares, any passenger between the ages of twelve (12) to sixteen (16) is considered an adult, therefore no special handling is required unless requested by the parent.
7.12.5	Reservations for unaccompanied minors cannot be booked online. Please contact the Airlink Control office +27 11 4517300 or +27 11 4517350 from Monday to Friday 08h00 – 17h00 and must be done no later than three (3) Business Days prior to departure. For flights over a weekend, as well as Monday, the cut-off for the necessary arrangements for special assistance must be no later than 15h00 on the Friday prior to the Passenger's flight.
Conditions of Travel	
7.12.6	Prior authorisation from Airlink was received.
7.12.7	Unaccompanied minors should reach their destination before 20h00 for all direct flights, in cases where connecting flights are applicable it is not mandatory. Connecting flights may not be on the next day.
7.12.8	Unaccompanied minors must be in possession of written consent (see reverse of last coupon of unaccompanied minor booklet) from their parent or guardians.
7.12.9	<p>The unaccompanied child Passenger shall be escorted to the airport check-in desk for the check-in procedure by a parent, guardian or adult responsible for the unaccompanied child Passenger who remains in the airport with an allocated member of the Airline's staff until the unaccompanied child Passenger has boarded the aircraft and it has departed from the airport.</p> <p>The parent, guardian or adult responsible for the unaccompanied child Passenger is required to provide information to the Airline that the unaccompanied child Passenger will be met at the destination airport or Stopover airport by another parent, guardian or adult responsible for the child Passenger (with full details of that person's identity) and into whose custody the child Passenger can be delivered.</p>
7.12.10	The child Passenger shall have a confirmed reservation for the flight and it is not reasonably anticipated by the Airline that the flight will terminate at a place other than its destination or make an unexpected stop at any other place due to weather or other operational conditions.
At the Airport	
7.12.11	For safety and security reasons, Airlink has the right to refuse travel if the child is not booked as an unaccompanied minor.
7.12.12	Please ensure the check-in times are adhered to.
7.12.13	For regional/international flights, please ensure that the necessary documentation is completed and in order.

7.12.14	At the check-in counter an Airlink representative will escort your child through the respective security checkpoints / passport control right until the passenger door to the aircraft and handed to the flight cabin attendant.
7.12.15	Parents / guardians should remain at the airport until the flight takes off.
In the Air	
7.12.16	Before the flight, the cabin crew will be notified of your child's name, age and any special requirements. They will regularly check that your child is comfortable and entertained throughout the flight.
On Arrival	
7.12.17	Upon landing, your child will be introduced to an Airlink / handling agent host, who will escort them through airport immigration (international flights only) to arrivals and personally hand them to the parent or guardian. This person must carry proof of identification. Kindly ensure that the appointed guardian is not late, causing unnecessary distress to the child.
Transit Stations	
7.12.18	At transit stops, your child will always remain in the care of the ground staff.
Onward and Return Flights	
7.12.19	Should you need to change your child's travel plans, inform Airlink at any time before or during the trip as restrictions do apply to some airfares. There are also restrictions on the number or unaccompanied children that are permitted on each flight. Please check that the request for travel as an unaccompanied minor is transferred to the new flight.
Inform your Child	
7.12.20	<p>We will do our best to ensure that your child has a pleasant journey from start to finish. However, there are a few things that you can do to make it just that bit easier.</p> <ul style="list-style-type: none"> • Make sure your child knows who is to meet them upon arrival at their destination. • Explain the importance of their passport and tickets, and ensure that they can recognise both. • The Unaccompanied Minor identification lanyard cannot be removed as it is a form of classification. • Children must not leave the aircraft unattended, and must wait for the cabin crew's assistance before they exit the plane.

7.13	ON BOARD SERVICES
7.13.1	<p>All meal requests (on meal catered routes) must be ordered by no later than three (3) Business Days prior to the departure time. Meal selection are based on the following three meal choices -</p> <ul style="list-style-type: none"> • KSML – Kosher meal • MOML – Moslem meal • VGML – Vegetarian meal; or • The standard meal supplied on board.
7.13.2	<p>For operational reasons, the Airline does not guarantee the availability of special meals or any other type of meals. The Airline does not guarantee that special meals will always conform to their exact description since it has been prepared by third parties to our order.</p>
7.13.3	<p>The Airline does not accept requests for nut free meals and does not guarantee that the environment aboard its aircraft will be nut or nut produce free. It is the Passenger’s responsibility to take the necessary precautions in the event that you may suffer from any nut related allergies of any nature whatsoever.</p>
7.14	GROUND SERVICES
	<p>The Airline does not guarantee the provision/availability of equipment and services on the ground at the airports, including airport lounges. The Airline does not guarantee that ground services will always conform to their exact description since some services are provided by third parties to our order.</p>
7.15	WEIGHT LIMITATIONS
	<p>If the event that the Airline reasonably believes that its aircraft weight limitation or seating capacity would otherwise be exceeded, the Airline will decide within its reasonable discretion which Passengers and Baggage shall be carried in the interest of the safety of our passengers.</p>
CLAUSE 8	BAGGAGE
8.1	GENERAL
8.1.1	<p>The Airline will not be liable for damage to Unchecked Baggage unless caused by its gross negligence or wilful misconduct which must be reasonably proved by the Passenger.</p>

8.1.2	It is the Passenger's responsibility to ensure that your Baggage is adequately secured, insured and that all valuable items or important documentation are removed from your Checked or Skycheck Baggage prior to the check-in procedure and/or departure.
8.1.3	The Airline will make every attempt to ensure the Passenger's Baggage is handled with care. The Airline's liability for loss, delay or damage to baggage is limited in terms of the applicable Convention, unless the Passenger declares a higher value for the Checked Baggage in advance and the additional charges are duly paid to the Airline.
8.1.4	The extent of Airline's liability is not based on the weight of the bag nor its value. The Airline will not accept liability for fragile, valuable, perishable articles or Baggage which is packed in damaged or unsuitable containers.
8.1.5	The Airline recommends that the Passenger obtain adequate travel insurance cover prior to your journey.
8.1.6	To comply with health and safety requirements the Airline cannot accept any single item of Baggage that exceeds thirty two (32) kilogram in weight, except for musical instruments, electric wheelchairs, pets as Baggage, sporting equipment, television news cameras etc. This relates only to single items and does not affect the overall Baggage allowance as shown on the Ticket.
8.1.7	If the weight of your Checked Baggage is not recorded on the Baggage claim tag the Airline will assume that it is not more than the free Baggage allowance for the class of carriage concerned.
8.1.8	The Airline will not be liable for minor damage to Checked Baggage such as scratches, dents, nicks, cuts, scuffs, stains, dirt or loss of external locks, straps, name tags and other external features attached to the Baggage resulting from normal baggage handling procedures.
8.2	FREE BAGGAGE ALLOWANCE
8.2.1	The Passenger may carry some Baggage free of extra charge as shown in your Ticket or E-ticket receipt/itinerary. For further information refer to "important information" on www.flyairlink.com for the current Baggage policy.
8.2.2	CABIN BAGGAGE Economy class: one (1) item of no more than eight (8) kilogram of a total dimension of one hundred and fifteen (115) centimetres, measuring a maximum of fifty two (52) by forty (40) by twenty three (23) centimetres. Business class: two (2) items of no more than eight (8) kilogram each of a total dimension of one hundred and fifteen (115) centimetres each, measuring a maximum of fifty two (52) by forty (40) by twenty three (23) centimetres each.

8.2.3	<p>CHECKED BAGGAGE</p> <p>Economy class: twenty (20) kilogram</p> <p>Business class: thirty (30) kilogram</p> <p>The following exception applies for flights to Harare, Lusaka, Bulawayo and Ndola:</p> <p>Economy class: thirty (30) kilogram</p> <p>Business class: forty (40) kilogram</p>
8.2.4	<p>The Airline reserves the right to weigh and measure the Passenger's cabin Baggage and in the event that it exceeds the measurements above, accept it as Checked Baggage only. In the event that you do not concede to this, we will deny the Passenger and Baggage carriage on the flight and the normal fare rules of the Ticket will apply.</p>
8.3	EXCESS BAGGAGE
8.3.1	<p>The Passenger will be obliged to pay an extra charge for carriage of Baggage in excess of the Passenger's free baggage allowance as follows</p> <ul style="list-style-type: none"> • DOMESTIC within South Africa, Checked Baggage, Sporting Equipment and Domestic Pets the charge is twenty six (26) South African Rand per kilogram plus 14% VAT.
8.3.2	<ul style="list-style-type: none"> • REGIONAL / INTERNATIONAL Checked Baggage 1.5% of the highest Airlink one-way economy class fare for adults for that sector.
8.4	ITEMS NOT ALLOWED IN PASSENGER BAGGAGE
8.4.1	<p>There are certain items which the Passenger must not include in Baggage. It is the Passenger's responsibility to familiarise themselves with the applicable rules regarding Baggage. If the Passenger fails to comply with any of the applicable rules then the Passenger and the Baggage will be refused carriage and the fare rules applicable to the Ticket will apply.</p> <p>In addition the Passenger will not be entitled to claim compensation in any prohibited item wrongfully included in Baggage sustains damage or causes damage to your Baggage.</p>
8.4.2	<p>The Passenger shall not include any of the following items in your Unchecked Baggage or Checked Baggage -</p> <ul style="list-style-type: none"> • Items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the ICAO Technical Instructions for the Safe Transport of Dangerous Goods by Air and the IATA Dangerous Goods Regulations (http://www.tsa.gov/travelers/airtravel/prohibited/permitted-prohibited-items.shtm), and in our related regulations. If the Passenger is not familiar with those rules and regulations, please consult with the Airline accordingly;

<p>8.4.2.2</p> <p>8.4.2.3</p> <p>8.4.2.4</p> <p>8.4.2.5</p>	<ul style="list-style-type: none"> • Items which are prohibited from being carried by applicable Laws, regulations, orders or governmental policy of any state to be flown from or to. It is the Passenger's responsibility to familiarise yourself with the applicable Laws, regulations, order or governmental policies that may be applicable; • Items which are reasonably considered by the Airline to be unsuitable for carriage because it may be dangerous or unsafe or by reason of its weight, size, shape or character, or which are fragile or perishable having regard to, for example, the type of aircraft being used. Passengers must consult with the Airline about any concerns they may have about the suitability of the Baggage before they arrive at the airport; • Items attracting any form of duty if the Passenger is travelling as an unaccompanied child under the age of sixteen (16); or • War material. Passengers must please consult with the Airline if you have any doubt about whether any item constitutes war material.
<p>8.4.3</p>	<p>The Passenger shall not include in Checked Baggage -</p> <p>Fragile or perishable items, valuable items including, but not limited to money, jewellery, precious metals, computer equipment, personal electronic devices, stored data, any medication or medical equipment which may be required in-flight or during the Passenger's trip or which cannot be quickly replaced if lost or damaged, house or car keys, valuable documents (including, for example, business documents, passports and other identification documents, negotiable papers, securities deeds), samples and mechanical car parts or any other item that may be considered of value.</p>
<p>8.4.4</p> <p>8.4.4.1</p> <p>8.4.4.2</p>	<p>The Passenger must not include in Unchecked Baggage -</p> <ul style="list-style-type: none"> • Real, replica or toy weapons, arms and ammunition, explosives or anything containing explosives (for example, Christmas crackers, fireworks or fire crackers) and incendiary materials; knives of any kind/type/shape or size; letter openers; metal cutlery; catapults; slingshots, razor blades and straight razor blades (excluding safety razors and accompanying cartridge blades); tradesmen's tools; darts; scissors; nail files; hypodermic needles and syringes (unless required for medical reasons and accompanied by a medical certificate confirming the medical condition necessitating carriage); knitting needles; corkscrews; sporting bats and clubs (including, for example, baseball and softball bats, golf clubs, cricket bats but excluding tennis, badminton and squash racquets); hard sporting balls (including, for example, cricket, field, hockey or billiard, snooker or pool balls); billiard, snooker or pool cues; martial arts devices and mechanical car parts. • Any article which in the Airline's reasonable opinion or the reasonable opinion of airport security personnel, may be used as, or adapted for use as, a weapon with the potential to cause injury or incapacitation or to represent any other security or safety threat.

8.4.5	If an item of Unchecked Baggage becomes Checked Baggage (whether at the Passengers request or the Airline’s request), the Passenger must immediately remove from it all items which are prohibited from inclusion in Checked Baggage as disclosed above.
8.4.6	The Airline is not responsible for any item removed from the Passenger’s Checked Baggage or Unchecked Baggage and retained by airport security personnel. It is the Passenger’s responsibility to check the security requirements applicable to your flight and departure airport prior to travel and, if personal items are removed from the Baggage by airport security personnel, it is the Passenger’s responsibility to ensure that they obtain a receipt from the airport security personnel and make arrangements for collection of such items.
8.5	LIMITED RELEASE BAGGAGE
8.5.1	Our Limited Release Tag (LRT) refers to the limitation of liability against Airlink for damage or loss sustained by any duly identified item of Checked Baggage the Passenger may wish to take with.
8.5.2	Such Baggage automatically includes all goods, bags, sporting equipments etc which cannot be delivered to the Baggage distribution section by means of the usual conveyor belt. It also covers Baggage that is unsuitably packed, fragile, perishable, not permitted as Cabin Baggage and late check-in.
8.5.3	Items accepted under cover of the Limited Release procedure are transported at the Passenger’s own risk. The act of handing such duly identified pieces of Baggage over to the Airline indemnifies the Airline from subsequent claims for alleged damage or pilferage from such items or the contents.
8.6	FIREARMS AND DANGEROUS ITEMS
8.6.1	No hand weapons (small arms, handguns i.e. pistols/revolvers used for self-defence purposes) will be accepted or may be transported on the Airline.
8.6.2	Hunting rifles / Hunting handguns (used for the hunting of game) and Shotguns will be transported to and from the following destinations only - <ul style="list-style-type: none"> • OR Tambo International, Johannesburg • Cape Town • Durban • Port Elizabeth • East London • Bloemfontein • Polokwane • Phalaborwa • Pietermaritzburg • Kruger Mpumalanga International Airport, Nelspruit • Upington • Kimberley (R200 for loading and R200 offloading per hunting rifle and shot

	<p>gun) no fee to be paid for service at CPT, only in Kimberley, due to charges levied by South African Express Airways SOC Limited as the Airline's ground handling agent)</p> <ul style="list-style-type: none"> • Bulawayo • Harare • Lusaka • Ndola • Maputo • Beira • Pemba • Antananarivo • Manzini • Maseru • Tete • Nampula • Maun • Mthatha • Kasane • Vilanculos <p>Unfortunately, the Airline is prohibited from transporting firearms to -</p> <ul style="list-style-type: none"> • George
8.6.3	<p>If the Passenger wishes to carry rifles and shotguns as Checked Baggage it is the Passenger's responsibility to inform yourself of, and ensure that you have obtained, all required clearances from the applicable government authorities of the country of departure and the country of destination and have notified the Airline by at least three (3) Business Days before commencement of the flight.</p>
8.6.4	<p>Rifles and shotguns will not be accepted as Checked Baggage, unless approved by the Airline no less than three (3) days before the Passenger's flight. Rifles must be unloaded with the safety catch on, and suitably packed and accompanied by all documents legally required by the countries of departure, destination and any stopovers.</p> <p>Only five (5) kilograms of ammunition is allowed per Passenger. Ammunition will never be carried in the cabin or flight deck of the aircraft. Ammunition must be packed separately from the firearm case. Securing of handgun and/or rifle cases and/or ammunition cases may not be done with cable ties/tie wraps. They shall at all times be secured by a sturdy and robust lock.</p>
8.6.5	<p>Weapons such as, for example, antique firearms, swords, knives, toy or replica guns, bows and arrows and similar items may be accepted as Checked Baggage, but only at the Airline's discretion and subject to prior approval by the Airline, but will not be permitted in the cabin or flight deck of the aircraft.</p>

8.6.6	The Airline will have no liability or responsibility where any item accepted under clause 8.4.5 and/or 8.4.6 is removed from the Passenger's Checked Baggage and/or retained or destroyed by security personnel, government officials, airport officials, police or military officials or other airlines involved in the Passenger's carriage.
8.7	RIGHT TO REFUSE CARRIAGE OF BAGGAGE
8.7.1	The Airline reserves the right to refuse to carry Baggage which contains any of the items described in clause 8.4.3 (and clause 8.4.4 in the case of Unchecked Baggage only), regardless of whether and when the Airline is informed or discover the presence of any such items.
8.7.2	The Airline reserves the right to refuse to accept Baggage for carriage if the Airline reasonably considers that it is unsuitable for carriage, whether because of its size, shape, appearance, weight, content, character, or for safety or operational reasons, or for the comfort of other Passengers. If the Passenger has any doubt about particular items, please request guidance from the Airline or its Authorised Agents.
8.7.3	The Airline reserves the right to refuse to accept Baggage for carriage if the Airline reasonably believes that it is not properly and securely packed in suitable containers. In the event that the Passenger has any doubt about the suitability of containers used for Baggage, please request guidance from the Airline or its Authorised Agents.
8.8	RIGHT TO SEARCH, SCREEN AND X-RAY
8.8.1	For reasons of safety, health and security, and to ensure that the Passenger is not carrying any items prohibited by these Conditions of Carriage in Baggage, the Airline may search, screen and x-ray the Passenger's Baggage. The Airline will endeavour to search the Passenger's Baggage while you are present, but if the Passenger is not readily available; the Airline reserves the right to search it in the Passenger's absence. In the event that the Passenger does not allow the Airline to conduct all such searches, scans and x-rays, the Airline reserves the right to refuse carriage to the Passenger and their Baggage.
8.8.2	The Passenger is obliged to allow security checks of the Passenger's Baggage by government officials, airport officials, police or military officials and other airlines involved in the Passenger's carriage.
8.8.3	If a search, screen or x-ray causes damage to the Passenger's Baggage, the Airline will not be liable for the damage unless it can be reasonably proved that it was caused solely by our gross negligence or wilful misconduct.
8.8.4	Please note that the security authorities of some countries require that Checked Baggage is secured in such a manner that it can be opened without the possibility of causing damage in the absence of the Passenger. It is the Passenger's responsibility to make themselves aware of this and comply with any such requirements.

8.9	CHECKED BAGGAGE
8.9.1	Please fasten a tag, or secure a sticker or a business card on the inside as well as the outside of the Baggage with the Passenger's name, full address and a telephone number at which the airline can contact the Passenger.
8.9.2	When the Passenger checks-in Checked Baggage, the Airline will attach a Baggage Identification claim tag for each piece of the Passenger's Checked Baggage to the back of the Passengers boarding pass which must be retained in the event of a claim with the Airline.
8.9.3	Checked Baggage will normally be carried on the same aircraft as the Passenger, but it may be necessary for it to be carried on another aircraft on a different flight (for example, for safety, health, security, operational reasons, or due to the size or weight of the Checked Baggage, or non-compliance with relevant parts of these Conditions of Carriage).
8.9.4	<p>In the event that the Passenger's Checked Baggage cannot be carried on the same aircraft as the Passenger for reasons outside of the Airline's control, except for the provisions of clause 8.7, the Passenger will have the option to cancel the reservation and either be entitled to a refund or rebook the flight at a later date and/or time.</p> <p>In the event that the Passenger decides to travel without the Checked Baggage the Airline will be obliged to pay the Passenger a "first need" allowance of three hundred and fifty South African Rand (R350) per day after twelve (12) hours until the Passenger is in possession of the Checked Baggage, but limited to five (5) days, subject to the provisions of clause 8.9.5.</p> <p>Receipts for "first need" payout are required and will be deducted from the final claim settlement if the Baggage is not located.</p>
8.9.5	<p>In the event that the Airline carries the Passenger's Checked Baggage on another flight, the Airline will endeavour to deliver it (provided it wasn't excess, or misconnection due to insufficient connecting time for transfer of Baggage or due to insufficient connecting time) to the physical address the Passenger has supplied, provided that the address is within the municipal boundaries of the airport of destination, unless the Law at the place of collection requires the Passenger to be present at the airport of arrival for customs clearance or the reason for carriage on another aircraft related to the size or weight of the Checked Baggage or non-compliance with relevant parts of this Conditions of Carriage.</p> <p>In the event that the address falls outside of the municipal boundary of the airport of destination, the Passenger will be obliged to collect the Checked Baggage from the airport and will have no further claims against the Airline whatsoever.</p>
8.9.6	Unless the Airline decides in its reasonable discretion that the Passenger's Checked Baggage will not be carried on the same flight as the Passenger, the Airline will not carry the Checked Baggage if the Passenger fails to board the aircraft on which it is loaded or, having boarded, the Passenger leave the aircraft before takeoff or at a point of transit, without re-boarding.

8.9.7	The Airline will only carry the Passenger's excess Baggage on the same flight as the Passenger if there is suitable space available on the aircraft and the Passenger has paid the applicable extra charge for carriage of Baggage in excess of the free Baggage allowance. At no time is carriage for excess Baggage guaranteed.
8.9.8	For handling purposes, no suitcase may weigh more than thirty two (32) kilogram. Baggage weighing more than thirty two (32) kilogram will not be accepted for carriage unless the additional weight is carried in a separate bag or suitable container.
8.10	UNCHECKED BAGGAGE
8.10.1	Each Passenger (except infants not occupying a seat) is entitled to carry one (1) bag in the cabin with total dimensions of one hundred and fifteen (115) centimetres and eight (8) kilogram weight, measuring a maximum of fifty two (52) by forty (40) by twenty three (23) centimetres . All Unchecked Baggage must be small enough to fit under the seat in front of the Passenger or inside the overhead storage compartments in the cabin of the aircraft.
8.10.2	In the event that the Passengers Unchecked Baggage is too big to be stored in this way (8.10.1), or is of excessive weight or considered unsafe for any reason, the Passenger must check it in for carriage as Checked Baggage and pay any excess Baggage charge in the event that the free Baggage allowance has already been used up by other Checked Baggage.
8.10.3	If the Passenger has a valuable item, a musical instrument or diplomatic bag which the Passenger wishes to carry with as Unchecked Baggage, but it exceeds the Airline's size or the weight limitations, the Passenger must purchase one (1) or more additional seats (subject to availability) for the purpose of storing such permitted item next to the Passenger during the flight. The Airline will not carry as Unchecked Baggage any other type of item which exceeds its size or weight limitations.
8.11	COLLECTION AND DELIVERY OF CHECKED BAGGAGE
8.11.1	Unless clause 8.9.3 requires the Airline to deliver the Checked Baggage to the Passenger, the Passenger must collect their Checked Baggage as soon as it is made available at the destination or Stopover. If the Passenger does not collect it within a reasonable time, the Airline reserves the right to charge the Passenger a storage fee. In the event that the Passenger's Checked Baggage remains unclaimed for three (3) months after it is made available at the Passenger's destination or Stopover, the Airline reserves the right to dispose of it and retain any proceeds of the disposal for our benefit without notice or liability to the Passenger.
8.11.2	Only the person holding the Baggage Identification Tag may claim a piece of Checked Baggage. The Airline accepts no responsibility for checking the identity or authority of the person holding the Baggage Identification Tag or for checking that such person has a right to collection.

8.11.3	In the event that the person claiming a piece of Checked Baggage cannot produce the required Baggage Identification Tag, that person must prove that the Baggage is his or hers before the Airline will allow collection of the Checked Baggage. The Airline accepts no responsibility for making anything other than limited enquiries of the person claiming the Baggage when assessing the right to collection.
8.12	ANIMALS
8.12.1	<p>The Airline will only accept domestic animals that include cats, dogs and household birds as Checked Baggage. All other livestock shall be transported as shipped cargo. For further information call Airlink Cargo +27 11 390 9900.</p> <p>The Airline will not accept a domestic animal for carriage unless the Passenger has applied for, and obtained, its prior approval and the Passenger meets all of the following conditions and our applicable Regulations -</p>
8.12.2	Passengers travelling with domestic pets should contact the Airlink control office +27 11 4517300 or +27 11 4517350 to request permission for the domestic pet to travel. This can be booked from Monday to Friday 08h00 – 17h00 and must be done no later than three (3) Business Days prior to departure. For flights over a weekend, as well as Monday, the cut-off for the necessary pet arrangements must be no later than 15h00 on the Friday prior to the Passenger's flight.
8.12.3	Passengers must allow extra time beyond the required check-in time for the flight to allow enough time to process the pet.
8.12.4	<p>The domestic animal must be properly crated by the Passenger in a suitable container for carriage in the hold of an aircraft in accordance with all applicable legal requirements and the following conditions have been adhered to -</p> <ul style="list-style-type: none"> - Be leak and escape proof. - Be properly ventilated but not allow any part of the animal from protruding outside of the container. - Provide enough room for the animal to freely stand, lie down and turn around. - Contain absorbent material or litter. - Have functional handles on the kennel's exterior to prevent tilting and any direct contact with the animals. - Be closed securely, but not locked. - Have labels with the words "Live Animal" on the top and on at least one side supplied by the Airline. - Be made of metal, wood, or a hard plastic/composite. - Have necessary supplies of food and water.
8.12.5	The animal is accompanied by, and the Airline are shown, valid health and vaccination certificated, entry permits, transit permits, exit permits and other documents required by countries of departure, entry or transit.

	The Passenger should consult their veterinarian and the local Embassy or consulate to ensure that their animal will comply with all requirements.
8.12.6	Animals do not form part of the free baggage allowance and the Passenger is required to pay the charges at the airport upon check-in which is applicable to containers with the animal inside, unless the animal is a guide dog.
8.12.7	The Airline will not be responsible for its loss, injury, sickness or death unless caused solely by its gross negligence and/or wilful misconduct which must be reasonably proved by the Passenger.
8.12.8	In the event that an animal is carried by the Airline without being accompanied by all the certificates and permits required, the Airline will have no liability to the Passenger for any loss the Passenger may suffer and the Passenger will pay or reimburse the Airline (upon request) for any fines, costs, losses or liabilities imposed on or incurred by us as a result of the absence of one or more required certificates or permits.
8.12.9	The Airline reserves the right to deny carriage to domestic animals in its reasonable discretion and does not guarantee that it will be able to provide carriage to domestic animals on all of the flights that it operates.
8.13	SKYCHECK BAGGAGE
8.13.1	The Airline provides a special Skycheck facility for hand-luggage weighing no more than eight (8) kilograms in the interests of in-flight comfort and speedy boarding and departure procedures. When the Passenger boards one of the Airline's flights, simply place any hand-luggage that you won't need during the flight on the Skycheck cart next to the boarding steps. The hand-luggage will be waiting for the Passenger upon disembarkation from the aircraft at the destination.
8.13.2	It is the Passenger's responsibility to ensure that the Baggage placed on the Skycheck cart is adequately secured and insured. The Passenger must ensure that all the valuable items are removed from the hand Baggage prior to placing it on the Skycheck cart. The Airline will not be liable for damages or losses in respect of valuable, fragile or perishable items contained in Baggage placed on the Skycheck cart.
8.14	BAGGAGE LOSS, DELAY AND DAMAGE LIABILITY
8.14.1	The extent of airline liability is determined by the applicable Convention being either the Montreal Convention or the Warsaw Convention.
8.14.2	INTERNATIONAL TRAVEL The Airline's liability for loss, delay or damage to Checked Baggage shall be limited for international carriage, and in respect of which the Montreal Convention applies, to the national currency equivalent of one thousand one hundred and thirty one (1,131) Special Drawing Rights ("SDRs").

	<p>All claims submitted to the Airline must be substantiated by a sworn affidavit in the presence of a Commissioner of Oaths, authenticated, printed, documentary proof of purchase for the items claimed (receipts) indicating the date of purchase and price of purchase. An annual depreciation rate of 10% will be deducted from the purchase of the items claimed.</p> <p>For all claims in regards to the loss, delay or damage to Checked Baggage, please contact the Airline's baggage control department at OR Tambo International Airport at –</p> <p>baggage@flyairlink.com</p> <p>Telephone: +27 (11) – 390 9872</p> <p>Fax: +27 (11) 390 1651</p>
8.14.3	<p>DOMESTIC TRAVEL</p> <p>The Airline's liability for loss, delay or damage to Checked Baggage shall be limited for domestic carriage, within the borders of the Republic of South Africa, to the national currency equivalent of seventeen (17) SDRs (approximately 20 US Dollars) per kilogram of Checked Baggage in terms of the Warsaw Convention.</p> <p>All claims submitted to the Airline must be substantiated by a sworn affidavit in the presence of a Commissioner of Oaths, authenticated, printed, documentary proof of purchase of the items claimed (receipts) indicating the date of purchase and price of purchase. An annual depreciation rate of 10% will be deducted from the purchase of the items claimed.</p> <p>For all claims in regards to the loss, delay or damage to Checked Baggage, please contact the Airline's baggage control department at OR Tambo International Airport at –</p> <p>baggage@flyairlink.com</p> <p>Telephone: +27 (11) 390 9872</p> <p>Fax: +27 (11) 390 1651</p>
8.15	GENERAL LIABILITY FOR DAMAGE TO BAGGAGE
8.15.1	<p>The Airline will not be liable for damage to Unchecked Baggage unless caused by our gross negligence or wilful misconduct which must be reasonably proved by the Passenger.</p> <p>The Airline's liability for damage to Unchecked Baggage shall be limited to the national currency equivalent to three hundred and thirty two (332) SDRs (approximately 400 US Dollars) per Passenger where the Warsaw Convention applies to the Passenger's carriage.</p>
8.15.2	<p>The Airline will not accept liability for damage to Baggage resulting from inherent defect, quality or vice of the Baggage. Likewise the Airline will not be liable for fair wear and tear of Baggage resulting from the usual and normal rigours of transportation by air.</p>

8.15.3	The Airline will not be liable for damage to any item included in the Passenger's Baggage which the Passenger is prohibited from including in terms of clause 8.4 (Items Not Allowed In Passenger Baggage).
8.15.4	The Airline's liability for damage to Checked Baggage is limited to the maximum amounts stated in clause 15 (Liability For Damage).
8.15.5	The Passenger is advised to purchase insurance to cover instances where the actual value or replacement cost of the Passenger's Baggage may exceed the Airline's liability limitation.
8.15.6	The national currency equivalent of one thousand (1,000) SDRs (approximately 1375 US Dollars) per Passenger, or any higher sum agreed by the Airline pursuant to Article 15 of this Condition of Carriage applies in the event of damage to both Unchecked and Checked Baggage where the Montreal Convention applies to the Passenger's carriage
8.15.7	The limits of liability for damage to both Unchecked and Checked Baggage described in this clause 8.15.8 will apply in the event of damage to Unchecked baggage and Checked baggage respectively where neither the Warsaw Convention nor the Montreal Convention is applicable to the Passenger's carriage.
8.15.8	If the weight of the Checked Baggage is not recorded on the Baggage Check, the Airline will assume that it is not more than the free Baggage allowance for the class of carriage for which the Passenger was booked.
8.15.9	Where carriage of the Passenger's Baggage is performed by successive airlines and either the Warsaw Convention or the Montreal Convention applies to that carriage, the Passenger is entitled to make a claim against the Airline if the Airline is the last airline in that carriage, even if the damage to the Baggage did not occur during carriage by the Airline.
8.16	TIME LIMIT FOR BAGGAGE CLAIMS
8.16.1	In the event that the Passenger receives Checked Baggage without registering a complaint if applicable, the absence of such a complaint will be sufficient evidence that the Checked Baggage was received in good condition unless the Passenger proves to the contrary.
8.16.2	In the event that Passenger claims compensation from the Airline for damage to Checked Baggage, the Passenger must notify the Airline as follows -
8.16.2.1	In the event Checked Baggage is damaged, the Passenger must lodge a complaint with the Airline in writing immediately when the Passenger discovers the damage and at the latest, within seven (7) Days from the date you received the Checked Baggage.

8.16.2.2	In the event items are missing from Checked Baggage, the Passenger must lodge a complaint with the Airline in writing within seven (7) Days from the date of arrival at your destination.
8.16.2.3	In the event that lost Checked Baggage is not found within twenty one (21) Days from receipt of the written complaint, the Airline will compensate the Passenger according to the applicable international and national regulations and standards as described in this Conditions of Carriage. Please note that the claim process can take up to twenty eight (28) Days.
8.17	PROCESSING OF BAGGAGE CLAIMS
8.17.1	All claims for compensation for damage to Baggage must be accompanied by an itemised list identifying each affected item by description, manufacturer and age, together with proof of purchase or ownership for all such items. Proof of purchase will not be required in relation to any item which costs less than five (5) United States Dollars (or the national currency equivalent), or is more than five (5) years old and has a claim value of less than fifty (50) United States Dollars (or the national currency equivalent).
8.17.2	In the event of a compensation claim concerning physical damage to Checked Baggage, the Passenger must retain and, if so requested by the Airline, allow the Airline to examine the affected Checked Baggage to assess the nature, extent and reparability of the damage.
8.17.3	The Passenger is obliged to provide the Airline with all information it may request to assess the eligibility of the Passenger's claim for compensation and the amount of any compensation payable.
8.17.4	Failure by the Passenger to comply in all material respects with the relevant requirements of this clause 8.17 may adversely affect the eligibility and amount of any compensation to which the Passenger may be entitled.
CLAUSE 9	FLIGHT SCHEDULES
9.1	GENERAL
9.1.1	While the Airline will use its best endeavours to provide the service as indicated in the timetable, the timetable may be subject to change due to safety and operational reasons. The flight times and flight durations shown in the timetables may change between the date of publication (or issue) and the date the Passenger actually travel. The Airline does not guarantee flight times and flight durations.
9.1.2	Before the Airline accepts the Passenger's booking, the Airline or our Authorised Agent will inform the Passenger about the departure time of the flight and it will be displayed on the Ticket or e-Ticket Receipt/Itinerary.

	<p>The Airline may need to change the departure time of the flight and/or the departure or destination airport after the Ticket or E-Ticket Receipt/Itinerary has been issued. It is the Passenger's responsibility to the Airline or its Authorised Agent the complete and accurate contact information to enable the Airline or the Authorised Agent to notify the Passenger of any such change.</p>
9.1.3	<p>In the event that the flight schedule change is not acceptable to the Passenger, and the Airline is unable to reserve space for the Passenger in the ticketed class of service on an alternate flight which is acceptable to the Passenger, the Passenger will be entitled to an involuntary refund in terms of clause 10.2. Apart from this, the Airline will have no liability to the Passenger for any loss or expense whatsoever.</p>
9.2	<p>REMEDIES FOR CANCELLATION, REROUTING AND DELAYS FOR TECHNICAL OR OPERATIONAL DELAYS CAUSED BY AIRLINK</p>
9.2.1	<p>It may happen that delays in departure times and the duration of a flight occur because of circumstances beyond the Airline's control (for example air traffic control delays or strikes). The Airline will take all reasonable measures required to avoid a delay in providing carriage to the Passenger and the Baggage. These measures may include using an alternative aircraft or arranging for a flight to be operated for the Airline by an alternative airline.</p>
9.2.2	<p>The Passenger will be entitled to choose one of the following three (3) available remedies in the event of a cancellation or a schedule change as a result of technical or operational reasons and the Airline -</p> <ul style="list-style-type: none"> • fail to stop at the Passenger destination, or; • cause the Passenger to miss a connecting flight with the Airline or with another airline for which the Passenger hold a through confirmed Ticket* (with a planned connection time of twenty four (24) hours or less) and adequate time existed to make the connection after the scheduled time of arrival of the Passenger's flight. <p>*Exception for separate tickets when travelling from one Airlink flight to another Airlink flight.</p>
9.2.2.1	<p>Remedy One - the Airline will carry the Passenger as soon as operationally possible on another Airlink flight on which space is available and, where necessary, extend the period of validity of the Passenger's Ticket to cover that carriage. In the event that the Passenger accepts this remedy the Passenger will have no further claims against the Airline whatsoever.</p>
9.2.2.2	<p>Remedy Two - the Airline will reroute the Passenger under comparable transport conditions to the destination and class shown on the Passenger's Ticket on another Airlink flight or on the flight of another airline with whom the Airline have an agreement with, or by other mutually agreed means.</p> <p>Should there be no reasonable flights available, the Airline will reroute the Passenger to the closest possible alternative destination in agreement with the Passenger.</p>

	Any ground services from there will be for the Passenger's expense (this expense should be claimed from the Passenger's travel insurance). In the event that the Passenger accepts this remedy it is the Passenger's responsibility to familiarise the alternative carrier's conditions of carriage and the Passenger will have no further claims against the Airline whatsoever.
9.2.2.3	Remedy Three - the Airline will give the Passenger an involuntary refund in accordance with clause 10.2. In the event that the Passenger accepts this remedy, the Passenger will have no further claims against the Airline whatsoever.
9.2.4	Where a flight has been cancelled or is subject to a long delay exceeding two (2) hours, Passengers are entitled to receive refreshments (excluding alcohol) from the Airline.
9.2.5	Should the Passenger, who is not departing from an airport within the vicinity of the Passenger's home address, be forced to overnight due to a cancelled flight for which the Airline is responsible due to technical and operational constraints (and not weather related cancellations), the Airline will offer the Passenger suitable hotel accommodation for the first twenty four (24) hours, transport between the airport and the place of accommodation, dinner, breakfast and lunch if applicable in the event of a cancelled flight over the applicable meal period.
9.3	WEATHER DELAYS
9.3.1	<p>It may happen that the Airline experiences uncontrollable delays caused by adverse weather conditions which are unavoidable. In such circumstances in the interest of the safety of our Passengers, a flight will either be -</p> <ul style="list-style-type: none"> • Cancelled, • Return to the airport of departure, or • Divert to another destination. <p>The Airline will not be liable to cover any Passenger expenses that arise as a result of the delay, diversion or disruption due to the weather.</p>
9.3.2	<p>In the event of a delay, diversion or disruption due to adverse weather conditions, the Airline will not assume any liability for connecting flights that the Passenger may miss as a result of the delay or diversion.</p> <p>Neither will the Airline be held liable for any hotel, meals or surface transport costs arising from such delays or diversions. The same applies to a flight having to divert back to the airport of origin.</p>
9.3.3	<p>In the event of a flight being cancelled or diverted as a result of adverse weather conditions, the airline will offer the Passenger a choice between making an alternative reservation within the validity of the Ticket, subject to availability or a refund less a reasonable administrative charge prevailing at the time of the refund.</p> <p>The current administration fee is R285.00 (two hundred and eighty five South African Rand).</p>

9.4	DENIED BOARDING
9.4.1	<p>As a matter of policy, the Airline does not oversell its flights. There are however times when the Passenger will be denied boarded on a flight in the event that the Airline experience -</p> <ul style="list-style-type: none"> • Changes in the weather (head or tail winds, cyclone etc) that limits the Airline to carry fewer Passengers than planned due to the weight restrictions imposed on the aircraft. • An aircraft gauge change resulting in more passengers being booked than the capacity available. • A payload restriction, which are limits placed on the aircraft when flight planning taking into consideration the fuel requirements which could include uplifting extra fuel due to bad weather en-route or temperature changes or unforeseen amount of Baggage accepted for a flight.
9.4.2	<p>In the unlikely event that the Airline is not able to provide the Passenger a seat for a flight for which the Passenger has a confirmed reservation and the Passenger has met all applicable check-in and boarding deadlines, the Airline will carry the Passenger on another Airlink flight. The Airline shall provide compensation to those Passengers denied boarding in accordance with our denied boarding policy in terms of clause 9.5.1 of this Conditions of Carriage.</p>
9.4.3	<p>Alternatively, the Passenger may choose to receive an involuntary refund in respect of the Ticket less a reasonable administrative charge prevailing at the time of the refund.</p> <p>The current administration fee is R285.00 (two hundred and eighty five South African Rand).</p>
9.4.4	<p>The Airline accepts no further liability to the Passenger for any loss or expense whatsoever.</p>
9.5	DENIED BOARDING COMPENSATION
9.5.1	<p>In the event that the Airline needs to deny boarding to a Passenger, the Passenger will not be denied a seat until the Airline first ask for volunteers willing to give up their confirmed seats in exchange for compensation and travel on a later specified flight.</p> <p>If there are not enough volunteers, the Airline will deny boarding to passengers in accordance with our company policy on boarding priority. If a Passenger is involuntarily denied boarding and has met all applicable check-in and boarding deadlines, the Airline will transport the Passenger on the next available flight and a letter of compensation will be e-mailed to the Passenger from the Airlink Customer Care department which will entitle the Passenger to -</p> <ul style="list-style-type: none"> • A free return ticket with a maximum of two (2) flight coupons (including taxes) redeemable on the Airline only; • Over the same sector that the Passenger was denied - domestic or regional.

	<ul style="list-style-type: none"> • In the same cabin (business or economy class) that the Passenger was denied. • The letter of compensation is valid for one (1) year from the date thereof and is strictly non-transferable.
CLAUSE 10	REFUNDS
10.1	GENERAL
10.1.1	<p>In the event that a refund is due to the Passenger, the Airline will refund the fare paid for a refundable Ticket, or any unused part of it, together with applicable taxes, fees, charges in accordance with the applicable fare rules.</p> <p>On a non-refundable Ticket, only the applicable taxes will be refundable.</p>
10.1.2	<p>Unless the Airline advises otherwise, a refund will only be made to the person who has paid for the Ticket, provided that the Airline is given proof of identification and payment.</p>
10.1.3	<p>Unless the claim for a refund concerns a lost Ticket, the Airline will remit a refund only if the Passenger provides all unused Flight Coupons and the Passenger Coupon. This requirement will not apply where the Ticket is an Electronic Ticket.</p>
10.2	INVOLUNTARY REFUNDS
10.2.1	<p>Fare refunds will be calculated according to clause 10.2.1.1 and 10.2.1.2 if the Airline -</p> <ul style="list-style-type: none"> • Cancels a flight, • Fail to operate a flight reasonably according to schedule, or • Fail to carry the Passenger on a flight for which they have a confirmed reservation and have met the applicable check-in and boarding deadlines, and • The Passenger has not been refused carriage for reasons permitted by these Conditions of Carriage. • Fail to stop at the Passenger’s destination or Stopover, or • Cause the Passenger to miss a connecting flight in circumstances where the Passenger holds a confirmed reservation and adequate time existed to make the connection between the originally scheduled time of arrival of the Passenger’s flight and the departure time of the connecting flight.
10.2.1.1	<p>In the situations described in 10.2.1, the refund will be equal to an amount equal to the fare paid, including all applicable taxes, fees and charges if no portion of the Ticket has been used; or</p>

10.2.1.2	If a portion of the Ticket has been used, an amount equal to the difference between the fares paid, including all applicable taxes, fees and charges and the fare for travel between the points for which the Passenger has used the Ticket.
10.2.2	<p>The Airline will pay the Passenger a refund in terms of clause 10.2.1 if the Airline refuses the Passenger carriage for any of the reasons set out in this clause.</p> <p>Please see clause 7.2 (Reimbursement Of Costs) which permits the Airline to use the value of any unused carriage on the Passenger's ticket to reimburse costs payable by the Passenger to the Airline.</p>
10.2.3	<p>The Airline will pay the Passenger a refund in terms of clause 10.2.1 if the Airline terminates the Passenger's carriage for any of the reasons set out in clause 11 (Unacceptable Behaviour Aboard Aircraft) before it is completed, except that the Passenger will not be entitled to any refund for the flight during which the unacceptable behaviour occurred.</p> <p>Apart from this, the Airline will have no liability to the Passenger for any loss or expense whatsoever. Please see clause 11.4, which reserves the Airline's right to use the value of any unused carriage on the Passenger's Ticket to reimburse costs payable by the Passenger to the Airline due to the unacceptable behaviour aboard an aircraft.</p>
10.3	VOLUNTARY REFUNDS
10.3.1	<p>In the event that a refund of the fare for the Passenger's ticket is due for reasons other than those set out in clause 10.2, the refund will be calculated as follows –</p> <p>10.3.1.1</p> <ul style="list-style-type: none"> • an amount equal to the fare paid, including all applicable taxes, fees and charges, less any applicable cancellation fees if no portion of the Ticket has been used, less a reasonable administration fee prevailing at the time of the refund, if the Passenger's Ticket is subject to restrictions; or <p>10.3.1.2</p> <ul style="list-style-type: none"> • if a portion of the Ticket has been used, an amount equal to the difference between the fare paid, including all applicable taxes, fees and charges and the fare, including all applicable taxes, fees and charges for travel between the points for which the Ticket has been used, less any applicable cancellation fees, less a reasonable administration fee prevailing at the time of the refund, if the Passenger's Ticket is subject to restrictions. <p>The current administration fee is R285.00 (two hundred and eighty five South African Rand).</p>
10.4	REFUND ON LOST TICKET
10.4.1	<p>In the event that the Passenger loses the Ticket or part of it and provide the Airline with satisfactory proof of that loss and pay the applicable administration fee, the Airline will pay the Passenger a refund as soon as possible after the validity period of the Ticket expires or six (6) months, whichever is the later. The Airline will only do this if -</p>
10.4.1.1	<ul style="list-style-type: none"> • The lost Ticket, or part of it, has not been used, previously refunded or replaced, unless the use, refund or replacement by or to someone else

10.4.1.2	<p>resulted from the Airline's gross negligence; and</p> <ul style="list-style-type: none"> The person to whom the refund is made agrees (by signing an agreement) to repay the Airline the amount of the refund and reimburse the Airline for all legal costs and expenses of locating and notifying the Passenger and enforcing the agreement, if the Airline discover later that the refund was fraudulent or that the lost Ticket (or part of it) was used by the Passenger or someone else. This will not apply if any fraud or use by someone else resulted from the Airline's gross negligence. <p>The current administration fee is R285.00 (two hundred and eighty five South African Rand).</p>
10.5	RIGHT TO REFUSE REFUND
10.5.1	The Airline reserves the right not to refund a Ticket if an application for the refund is made more than one (1) year from the date of issue of the original Ticket.
10.5.2	The Airline reserves the right not to refund a Ticket for any flight on which the Passenger has been refused carriage (for any of the reasons set out in clause 7.1) or from which the Passenger has been removed (for any of the reasons set out in clause 11.1 to 11.3).
10.6	REFUND CURRENCY
	The Airline will remit refunds in the same form and currency that was used to pay for the Passenger's Ticket.
10.7	BY WHOM TICKET REFUNDABLE
	The Airline will pay a voluntary refund on a ticket only if the Airline or its Authorised Agents issued the Ticket.
CLAUSE 11	CONDUCT ABOARD AIRCRAFT
11.1	GENERAL
	At all times during the Passenger's carriage, the Passenger has a duty to behave in a manner which is not likely to -
11.1.1	<ul style="list-style-type: none"> contravene the Laws of any country and/or state which has jurisdiction over the aircraft;
11.1.2	<ul style="list-style-type: none"> endanger, threaten (whether by hoax threats or otherwise), injure or prejudice or any person or property or create the risk or threat of injury or damage to health;

11.1.3	<ul style="list-style-type: none"> cause distress to, or be complained of as materially objectionable to, other persons aboard the aircraft, such conduct includes but are not limited to harassment, molestation, sexual assault, physical or verbal abuse;
11.1.4	<ul style="list-style-type: none"> cause, or be likely to cause, loss of or damage to the Airline's property or that of other persons aboard the aircraft;
11.1.5	<ul style="list-style-type: none"> obstruct, hinder or interfere with the crew in the performance of their duties;
11.1.6	<ul style="list-style-type: none"> contravene any instruction or direction of the crew or the Airline (whether oral or by written notice) lawfully issued for the purpose of the safety or security of the aircraft and of persons or property and/or the comfort or convenience of Passengers, including but not limited to instructions concerning safety, security, seating, seat belts, smoking, consumption of alcohol or use of drugs, use of electronic equipment including, but not limited to, cellular telephones, laptop computers, PDAs, portable recorders, portable radios, compact disks, DVD and MP3 players, electronic games or transmitting devices (for example, radio controlled toys and two-way radios).
11.2	ON BOARD ALCOHOL
	The Passenger is not allowed to consume alcohol aboard an aircraft (whether purchased as duty free from the Airline or someone else or otherwise obtained) unless it has been served by the Airline. The Airline has the right, at any time for any reason, to refuse to serve alcohol or to withdraw alcohol which has been served to any Passenger in the interest of safety and the comfort of our Passengers.
11.3	SMOKING POLICY
	Smoking is not permitted on any of our flights. No electronic cigarettes are permitted during any of our flights.
11.4	BREACH OF DUTY
	If the Airline reasonably believes that the Passenger has failed to fully observe all of the duties placed on the Passenger by clause 11.1 to 11.3
11.4.1	<ul style="list-style-type: none"> the Airline reserves the right to report the matter to any relevant police or other enforcement authority; and
11.4.2	<ul style="list-style-type: none"> the Airline reserves the right to take such measures as the Airline considers necessary to prevent the continuation or repetition of the offending conduct including but not limited to physical restraint and/or removal of the Passenger from the aircraft and/or refusal to carry the Passenger after a Stopover (whether made for the purpose of removing the Passenger from the aircraft or otherwise); and

11.4.3	<ul style="list-style-type: none"> • the Airline reserves the right to refuse to carry the Passenger at any time in the future; and
11.4.4 11.4.4.1 11.4.4.2 11.4.4.3	<ul style="list-style-type: none"> • the Passenger will reimburse the Airline for any costs the airline incurs in order to - <ul style="list-style-type: none"> ○ repair or replace property lost, damaged or destroyed by the Passenger; ○ compensate any Passenger or crew member affected by the Passenger actions; and ○ divert the aircraft to a destination other than the destination as indicated on the Ticket for the purpose of removing the Passenger from the aircraft. <p>The Airline reserves the right to use the value of any unused carriage on the Passenger’s Ticket or any of the funds in its possession to pay sums due to the Airline from the Passenger in regards to this clause.</p>
CLAUSE 12	SERVICES PROVIDED BY THIRD PARTIES
12.1	<p>In the event that the Airline arranges for another company to provide the Passenger with surface carriage or other services (for example, ground transfer, hotel reservation or accommodation or car rental) or if the Airline issues the Passenger with a Ticket or voucher relating to any such surface carriage or other services for the Passenger’s convenience, the Airline is acting only as the Passengers agent in making those arrangements or issuing the Ticket or voucher. The terms and conditions of the companies providing those services will apply to the Passenger and the Airline does not guarantee the quality and/or safety of such service on those companies’ behalf.</p>
12.2	<p>The Airline will have no liability to the Passenger regarding any surface carriage or other services the Airline may arrange for the Passenger in its capacity as the agent in making those arrangements which are to be provided by another company unless caused solely by the Airline’s gross negligence.</p> <p>The Passenger will have the right to refuse the use of such third party services and the Airline will not accept any liability as a result of the Passenger’s decision to do so.</p>
CLAUSE 13	TRAVEL DOCUMENTS, CUSTOMS AND SECURITY INSPECTIONS
13.1	GENERAL
13.1.1	<p>The Passenger is responsible for obtaining and holding all of the required travel documents the Passenger needs for entry into any country the Passenger is visiting (even as a transit Passenger).</p>

13.1.2	The Passenger is obliged to obey all Laws, regulations, orders, and other requirements of all countries the Passenger will exit, enter, or through which the Passenger will transit during the Passengers journey.
13.1.3	<p>For details of the required travel documents the Passenger is advised to contact the embassy, consulate or other relevant body of all relevant countries prior to making the reservation.</p> <p>If the Passenger is not travelling immediately, the Airline advises the Passenger to contact the same bodies again before the Passenger commences travel to ensure that the requirements which are applicable to the Passenger has not changed and that the Passenger's travel documents remain valid for all flights, destinations and planned Stopovers.</p>
13.1.4	<p>At the Airline's request at any time before or during carriage, the Passenger is obliged to –</p> <ul style="list-style-type: none"> • present all passports, visas, health certificates and other travel documents needed for the journey; • permit the Airline to take photocopies of those documents or hand the documents to a member of its flight crew aboard the Passenger aircraft for safe keeping during a flight.
13.1.5	The Airline will not be liable to the Passenger if the Passenger does not have all passports, visas, health certificates and other travel documents needed for the journey or if any of those documents are out of date or if the Passenger has not obeyed all Laws, regulations, orders, and other requirements of all countries the Passenger will exit, enter, or through which the Passenger will transit during their journey.
13.1.6	<p>The Airline will not accept the Passenger or the Passenger's Baggage for carriage if the Passenger's visas or travel documents do not appear to be in order or if the Passenger has not complied with the other requirements of clause 13.1.</p> <p>The Airline has the right to refuse carriage to the Passenger even if the Passenger has started or completed part of the carriage before the Airline has reasonable cause to believe (whether as a result of operation of clause 13.1.4 or otherwise) that the Passenger has not complied with clause 13.1.</p>
13.2	REFUSAL OF ENTRY
	<p>If the Passenger is refused entry to a country (including a country the Passenger transits through while en route to the destination), the Passenger will be obliged to reimburse the Airline in full on request for any fine, penalty or charge assessed against the Airline by the government concerned (including detention costs) as well as the fare for transporting the Passenger and an escort if required, from that country.</p> <p>The Airline will not refund to the Passenger the fare paid for carriage to the airport where the Passenger was refused entry.</p>

13.3	PASSENGER RESPONSIBLE FOR FINES, DETENTION COSTS AND OTHER CHARGES
	<p>At the Airline's request, the Passenger will be obliged to reimburse the Airline in full for the amount of any fine, penalty, detention costs, deportation or removal expenses, escorting charges (if any), cost of Ticket(s) issued for the Passenger, or any other expenditure the Airline incurs because the Passenger has failed to comply with any Laws, regulations, orders or other travel requirements of the country the Passenger has travelled to or because the Passenger has failed to produce the required travel documents on seeking entry to a country or the Passenger has been refused admission into the country.</p> <p>The Airline reserves the right to use the value of any unused carriage on the Ticket or any of the funds in its possession to pay sums due to the Airline from the Passenger in terms of this clause.</p>
13.4	RETURN OF CONFISCATED TRAVEL DOCUMENTS
	<p>The Airline will not be liable to the Passenger for the return of any of the travel documents, identification documents or Tickets confiscated by a governmental or other authority.</p>
13.5	CUSTOM INSPECTION
	<p>If required, the Passenger shall attend inspection of their Baggage by customs or other government officials. The Airline will not be liable to the Passenger for damage suffered by the Passenger in the course of such inspection or as a result of the Passenger's failure to attend such inspection.</p>
13.6	SECURITY INSPECTION
	<p>The Passenger shall be obliged to allow all such security checks, searches and scans of your person by the Airline, the Airline's handling agents, government officials, airport officials, police or military officials and other airlines involved in their carriage.</p> <p>If the Passenger does not allow all such security checks, searches and scans to be conducted, the Airline will refuse to carry the Passenger and the Passenger's Baggage and the applicable fare rules of the Ticket will apply.</p> <p>Please see clause 8.8 (Right To Search, Screen And X-ray) for security checks on Baggage.</p>
CLAUSE 14	SUCCESSIVE AIRLINES
	<p>Where the Passengers carriage is to be performed by the Airline and other airlines in succession under one Ticket, or a conjunction Ticket, it is likely to be regarded as a single operation for the purposes of the Warsaw Convention and the Montreal Convention.</p>

	Please see clause 15.2 (Scope Of Liability) for limitations of the Airline's liability for such carriage.
CLAUSE 15	LIABILITY FOR DAMAGE
15.1	GENERAL
	<p>The Airline's liability will be determined by the applicable Law and this Conditions of Carriage. Where other airlines are involved in the Passenger's journey, their liability will be governed by the applicable Law.</p> <p>The applicable Law may comprise the Warsaw Convention or the Montreal Convention and/or Laws which apply in individual countries.</p> <p>The Warsaw Convention and the Montreal Convention apply to international carriage as defined in those Conventions. Provisions concerning the Airline's liability are set out in clause 15.2 to 15.6.</p>
15.2	SCOPE OF LIABILITY
	The Airline will be liable only for damage occurring during carriage performed by the Airline, or in relation to which the Airline has a legal liability to the Passenger. Where the Airline issues a Ticket for carriage by another airline, or the Airline checks-in the Passenger's Baggage for carriage by another airline, the Airline does so only as an agent for that airline.
15.3	GENERAL LIMITATION
15.3.1	Wherever the Warsaw Convention or the Montreal Convention applies to the Passenger's carriage, our liability will be subject to the rules and limitations of the applicable Convention.
15.3.2	The airline will be wholly or partly exonerated from liability to the Passenger for damage if the Airline proves that the damage was caused or contributed to by the Passenger's negligence or other wrongful acts or omissions.
15.3.3	The Airline will not be liable for any damage arising from its compliance with applicable local Law or government rules and regulations or from the Passenger's failure to comply with the same, except as may be provided by the Warsaw Convention or the Montreal Convention.
15.3.5	Except where the airline provides otherwise in this Conditions of Carriage, the Airline may be liable to the Passenger only for compensatory damages that the Passenger is entitled to recover for proven losses and costs under the Warsaw Convention or the Montreal Convention or applicable local Laws which may apply.

15.3.6	The Passenger's contract of carriage with the airline (including this Conditions of Carriage and all applicable exclusions and limits of liability) applies for the benefit of its Authorised Agents, servants, employees and representatives to the same extent as they apply to the Airline.
15.3.7 15.3.7.1 15.3.7.2	<p>Nothing in these Conditions of Carriage -</p> <ul style="list-style-type: none"> • gives up or waives any exclusion or limitation of the Airline's liability in terms of the Warsaw Convention, the Montreal Convention or applicable local Law, whichever may be applicable, unless otherwise expressly stated in writing by the Airline; or • prevents the Airline from excluding or limiting its liability under the Warsaw Convention, or the Montreal Convention, whichever may be applicable, or under any other Laws which may apply, or gives up any defence available to the Airline there under against any public social security body or any person liable to pay, or who has paid, compensation for the death, wounding or other bodily injury of a Passenger.
15.4	DEATH OR INJURY OF PASSENGERS
15.4.1	<p>Our liability for damage sustained by the Passenger, in the event of death, wounding, injury or other bodily injury caused by an accident is subject to the rules and limitations of applicable Law as the following supplementary rules -</p> <ul style="list-style-type: none"> • The Airline's liability for proven damages will not be subject to any financial limits as defined by the Warsaw Convention or otherwise;
15.4.2	<ul style="list-style-type: none"> • For any proven damages up to the national currency equivalent of one hundred thousand (100,000) SDRs. Any defence based on proof that the Airline and its agents have taken all necessary measures to avoid the damage, or that it was impossible for such measures to have been taken, will not apply to the Airline;
15.4.3 15.4.3.1 15.4.3.2 15.4.3.3 15.4.3.4	<p>The Airline agrees to make advance payments to the Passenger or the Passenger's heirs subject to the following terms and conditions -</p> <ul style="list-style-type: none"> • the person receiving payment is a natural person; • the Passenger or the person receiving payment is entitled to compensation under the applicable Laws; • payments will be made only in respect of immediate economic needs which must be proven by the Passenger or their heirs; • the amount of a payment will be proportional to the economic hardship being suffered as a result of the death, wounding or bodily injury, save that, in the case of death, it will not be less than the national currency equivalent of fifteen thousand (15,000)

	SDRs per Passenger;
15.4.3.5	<ul style="list-style-type: none"> • payment will not be made later than fifteen (15) Days after the identity of the person entitled to compensation has been established under the applicable Laws;
15.4.3.6	<ul style="list-style-type: none"> • no person will be entitled to receive a payment if he or she or the Passenger to whom the payment relates, caused or contributed to the damage to which the payment relates by his or her negligence;
15.4.3.7	<ul style="list-style-type: none"> • payments will be off-set against any subsequent sums payable in respect of the Airline’s liability under the applicable Laws;
15.4.3.8	<ul style="list-style-type: none"> • except for payment of the minimum sum specified in clause 15.4.3.4 in respect of death, a payment will not exceed the maximum damages for which the Airline may be liable;
15.4.3.9	<ul style="list-style-type: none"> • the making of a payment will not constitute recognition or admission of liability by the Airline in any way whatsoever;
15.4.3.10	<ul style="list-style-type: none"> • no payment will be made unless the person receiving payment provides the Airline with a signed receipt which also acknowledges the applicability of clause 15.4.3.7 and 15.4.3.8 and 15.4.3.9; and
15.4.3.11	<ul style="list-style-type: none"> • save to the extent in conflict with any applicable Law, and subject to payment of the minimum sum specified; the Airline’s decision in relation to the payment amount will be final.
15.6	ADVICE TO INTERNATIONAL PASSENGERS ON LIMITATION OF LIABILITY
15.6.1	Where the Passenger’s journey involves an ultimate destination or Stopover in a country other than the country of origin, the Passenger is advised that the Warsaw Convention or the Montreal Convention may be applicable to the entire journey, including any section entirely within the country of origin or destination.
15.6.2	Where the Montreal Convention is applicable, the Airline is liable for proven damages for death or personal injury, and certain defences to liability specified by that Convention will be inapplicable for damages not exceeding the national currency equivalent of one hundred thousand (100,000) SDRs.
15.6.3	Where the Montreal Convention is not applicable, the conditions of carriage of many airlines provide that the liability for death or bodily injury will not be subject to any financial limit defined by the Warsaw Convention and that, in respect of such damage up to a maximum of the national currency equivalent of one hundred thousand (100,000) SDRs, any defence to liability based on proof that they have taken all necessary measures will not apply.

	Where no such provisions are included in the Airline's conditions of carriage, please note that -
15.6.3.1	<ul style="list-style-type: none"> • for such Passengers on a journey to, from or with an agreed Stopover in the United States of America ("USA"), the Warsaw Convention and special contracts of carriage embodied in applicable Tariffs provide that the liability of certain airlines, parties to such special contracts, for death of or personal injury to Passengers is limited in most cases to proven damages not to exceed seventy five thousand (75,000) United States Dollars per Passenger, and that this liability up to such limit will not depend on negligence on the part of the airline; and
15.6.3.2	<ul style="list-style-type: none"> • for such Passengers travelling by an airline not a party to such special contracts or on a journey to which the Warsaw Convention applies which is not to, from or having an agreed stopping place in the USA, the liability of the airline for death or personal injury to Passengers is limited in most cases to ten thousand (10,000) United States Dollars or twenty thousand (20,000) United States dollars; and
15.6.3.3	<ul style="list-style-type: none"> • some countries impose higher limits than those stated in clause 15.6.3.1 and 15.6.3.2.
15.6.4	<ul style="list-style-type: none"> • Additional protection can be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the airline's liability under the Warsaw Convention or the Montreal Convention or such special contracts of carriage of the type mentioned above. For further information, please consult the airline or the insurance company representatives.
15.6.6	<ul style="list-style-type: none"> • Please note that the limit of liability of seventy five thousand (75,000) United States Dollars specified in this clause 15.6 is inclusive of legal fees and costs except that, in case of a claim brought in a state where a provision is made for separate award of legal fees and costs, the limit will be the sum of fifty eight thousand (58,000) United States Dollars exclusive of legal fees and costs.
15.7	The Passenger will have no right to compensation for any damage if an action is not brought within seven (7) days of the date of the Passengers arrival at the place of destination, or the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped.

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