



# PAMIR AIRWAYS

## Terms and Conditions of Carriage

Please read your contract carefully.

Your ticket and the following Conditions of Carriage constitute the contract between

- a) You, the Passenger and
- b) Pamir Airways

The conditions apply to all transportation provided by Pamir Airways points operated inside Afghanistan and/or its International Destinations.

This document states the terms upon which Pamir Airways offers to transport you on any itinerary, Segment, Leg, where Pamir Airways is mentioned as a carrier of carriage and you are entering Pamir Airways portion of flight. By purchasing a ticket for this carriage on Pamir Airways, or by using a ticket purchased for you by someone else, you agree to be bound by these terms.

The Terms and Conditions of Carriage are available free of charge for you to read in all Pamir Airways Sales Offices, their GSA's or on the web site [www.pamirairways.af](http://www.pamirairways.af)



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## 1 Definitions

### Airline Designator Code

means the two-characters or three letters which identify particular air carriers.

### Authorised Agent

means a passenger sales agent who has been appointed by us to represent us in the sale of air transportation on our services.

### Baggage

means all articles intended for passenger use. Unless otherwise specified, it shall include both checked and unchecked baggage of the passenger.

### Baggage Check

means those portions of the ticket which relate to the carriage.

### Baggage Tag

means a document issued by Carrier solely for identification of checked baggage, the baggage (strap) tag portion of which is attached by Carrier to a particular article of checked baggage and the baggage (identification) tag portion of which is given to the passenger.

### Carrier

means an air carrier other than ourselves, whose Airline Designator Code appears on your Ticket or on a Conjunction Ticket.

### Checked Baggage

means Baggage of which we take sole custody and for which we have issued a Baggage Tag.

### Check-In Deadline

means the time limit specified by the airline by which you must have completed check-in formalities and received your boarding pass.

### Conditions of Contract

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

### Conjunction Ticket

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

### Convention

means which ever of the following instruments are applicable:

- the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (herein referred to as the Warsaw Convention)
- the Warsaw Convention as amended at The Hague on 28 September 1955
- The Montreal Convention (1999).



#### Coupon

means both a paper Flight Coupon and an Electronic Coupon, each of which entitle you to travel on the particular flight identified on it.

#### Damage

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

#### Days

mean calendar days, including all seven days of the week: provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted; and provided further that for purposes of determining duration of validity of a Ticket, the day upon which the Ticket is issued, or the flight commenced shall not be counted.

#### Electronic Coupon

means an electronic flight coupon or other value document held in our database.

#### Electronic Ticket

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

#### Flight Coupon

means that portion of the Ticket that bears the notation "good for passage", or in the case of an Electronic Ticket, the Electronic Coupon, and indicates the particular places between which you are entitled to be carried.

#### Force Majeure

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

#### International carriage as defined by the Warsaw Convention

Means carriage in which according to the contract made by the parties the place of departure and the place of destination, whether or not there be a break in the carriage or a trans-shipment, are situated either within the territories of two High Contracting Parties to the Warsaw Convention one or both of which have not ratified the Hague Protocol or within the territory of a single High Contracting Party not having ratified the Hague Protocol if there is an agreed stopping place within the territory subject to the sovereignty, suzerainty, mandate or authority of another Power even though that Power is not a High Contracting Party.

#### Itinerary/Receipt

means a document or documents we issue to Passengers travelling on Electronic Tickets that contains the Passenger's name, flight information and notices.

#### Normal Fare

means the highest fare approved for carriage in a given Economy "Y" class of carriage.



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

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

**SDR**  
means a Special Drawing Right as defined by the International Monetary Fund.

**Special Fare**  
means a fare which is lower than the normal fare.

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

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

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

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

**"We"**  
means PAMIR AIRWAYS.

**"You"**  
means "Passenger".



## **2 Applicability**

### 1 General

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

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

### 2. OVERRIDING LAW

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

### 3. CODE SHARES

On some flights Pamir Airways has or will have arrangements with other carriers, generally known as 'code share'. This means that other airlines may operate a flight even though Pamir Airways is mentioned in the ticket as "carrier". These General Conditions of Carriage also apply to such transportation. If such arrangement applies, Pamir Airways will advise the passenger of the carrier operating the aircraft at the time the passenger makes a reservation.

### 4. EFFECTIVE RULES

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



### **3 TICKETS**

#### **1. TICKET "THE CONTRACT"**

The ticket, as the evidence of the contract of carriage between the Carrier and the passenger, who's name appears on the ticket as Traveler.

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

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

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

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

In case of loss, theft or mutilation of a ticket (or part thereof) by the passenger or non-presentation thereof, upon the passenger's request Carrier will replace such ticket (or part thereof) by issuing a new ticket, provided there is evidence, readily ascertainable at the time, that a ticket valid for the flight(s) in question was duly issued and provided that the passenger signs an agreement to reimburse Carrier for any costs and losses, up to the value of the original ticket, which are necessarily and reasonably incurred by Carrier for misuse of the ticket. Carrier will charge a reasonable administration fee for this service (at present USD40,- per Person / Per Ticket), unless the loss, theft or mutilation was due to the negligence of the issuing carrier, or its agent. Where such evidence is not available or the passenger does not sign such an agreement, Carrier issuing the new ticket may require the passenger to pay up to the full ticket price for a replacement ticket, subject to refund if and when Carrier is satisfied that the loss or mutilated ticket has not been used before the expiry of its validity. If, upon finding the original ticket before the expiry of its validity, the passenger surrenders it to Carrier issuing the new ticket, the foregoing refund will be processed at that time. A service fee up to 20% of base fare will apply.

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

A ticket is not transferable except as may be required by any locally applicable laws, in particular those of the European Community concerning package holidays (In this case an administration Fee of USD 40,- will apply). It is not allowed to travel on a ticket by a person other than the passenger named in the ticket. If a ticket is presented by someone other than the person entitled to be carried there under or to a refund in connection therewith, Carrier shall not be liable to the person so entitled if in good faith it provides carriage or makes a refund to the person presenting the ticket. Carrier reserves the right to request a passenger to identify himself with a valid identification.

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

A ticket issued at the normal "Y" full fare is valid for carriage for one year from the date of commencement of flight or, if no portion of the ticket is used, from the date of issue



thereof. A ticket issued at a special fare is valid for carriage only for the period and subject to the conditions as notified by Carrier in its tariff regulations only.

#### 6. EXTENSION OF VALIDITY

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

(1) is unable to provide space on the flight at the time such passenger requests reservation;

(2) cancels the flight on which the passenger holds a reservation;

(3) omits a scheduled stop, being the passenger's place of departure, place of destination or a stopover;

(4) fails to operate a flight reasonably according to schedule;

(5) causes the passenger to miss a connection;

(6) substitutes a different class of service; or

(7) is unable to provide previously confirmed space, the validity of such passenger's ticket will be extended until Carrier's first flight on which space is available for that passenger in the class of service for which the fare has been paid.

(b) When a passenger after having commenced his journey is prevented from traveling within the period of validity of his ticket by reason of illness, Carrier will extend the period of validity of such passenger's ticket. The extension shall be in effect until the passenger has become fit to travel or until Carrier's first flight after such date, from the place where the journey is resumed on which space is available in the class of service for which the fare has been paid. Such illness must be attested to by a medical certificate "In English" and presented to the Airline or its GSA, not later than 2 days after recovery (from the end of Medical Certification Date of Recovery, or the Doctor's written granted illness period), a service charge of USD40,- for the extension will apply. When the flight coupons remaining in the ticket, or in the case of an electronic ticket, the electronic coupons, involve one or more stopovers, the period of validity of such ticket will be extended for not more than three months from the date shown on such medical certificate. In such circumstances, Carrier will extend similarly the period of validity of tickets of the passenger's spouse or of members of his immediate family accompanying an incapacitated passenger, with a service charge of USD40 per ticket, per person, spouse of the family under 18 years will receive the extension free of charge, only when the parents paid the amendment fee.

(c) In the event of death of a passenger en route, the tickets of the persons accompanying the passenger may be modified by waiving the minimum stay or extending the validity. In the event of a death of the spouse or in the immediate family of a passenger who has commenced travel, the passenger's tickets and those of his immediate family accompanying the passenger may be likewise modified. Any such modification shall be made upon receipt of a proper death certificate and any such extension of validity shall be for a period no longer than 45 days from the date of the death.



## 7. FLIGHT COUPON SEQUENCE

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

(b) Any passenger wishing to change any aspect of his itinerary (i.e. the place of departure, a stopover or the place of destination as mentioned in the ticket), shall contact Carrier in advance, for this service the carrier will apply a service charge of USD 50. The fare for the altered itinerary will be calculated and the passenger will be given the option of accepting the new fare or maintaining his original itinerary. Should the passenger change his original itinerary without the consent of Carrier, Carrier will assess the correct fare for the altered itinerary. Any difference between the fare of the original itinerary and the fare of the altered itinerary shall be settled in accordance with subparagraph (d).

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

(d) Should the fare of the original itinerary be higher than the fare of the altered itinerary, the difference shall be reimbursed by Carrier to the passenger. Should the fare of the original itinerary be lower than the fare of the altered itinerary, the difference shall be paid by the passenger to Carrier. For any change a service charge will apply, for the fee see (b).

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

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

## 8. CLASS OF SERVICE

Each flight coupon will be accepted for carriage in the class of service specified therein on the date and flight for which accommodation has been reserved. When flight coupons are issued without a reservation being specified thereon, space will be reserved on application subject to the conditions of the relevant fare and the availability of space on the flight applied for.

## 9. ABBREVIATIONS

Carrier's name may be abbreviated in the ticket.



## **4 STOPOVERS**

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

## **5 FARES AND CHARGES**

### **1. GENERAL**

Fares apply only for carriage from the place of departure to the place of destination. Fares do not include transport service between airports, between airports and town terminals, between your residence and the airport.

### **2. APPLICABLE FARES**

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

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

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

### **4. CURRENCY**

To the extent the applicable law permits, fares and charges are payable in any currency acceptable to Carrier. When payment is made in a currency other than the currency in which the fare is published in the country of payment, the exchange rate for such payment will be the banker's selling rate of the bank, used by Carrier (or the actual valid rate sheet which is updated in accordance to the carrier, weekly or monthly) in this respect on the day the ticket is issued, the rate will be taken from the carriers valid rate sheet.



## **6 RESERVATIONS**

### **1. RESERVATION REQUIREMENTS**

(a) A reconfirmation is required in accordance with 6.7, In addition to the reconfirmation the passenger must also have a Ticket that shows:

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

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

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

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

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

### **3. PERSONAL DATA**

To the extent the applicable law permits, the passenger authorizes Carrier to retain any personal data which have been given to Carrier or its authorized agents for the purposes of making a reservation for carriage, for obtaining ancillary services, for operating baggage fraud detection systems and ticket fraud prevention/detection systems, for facilitating immigration and entry requirements, and for making such data available to Government Authorities such as Customs and Immigration Authorities and Federal and State Authorities, if they so require. Carrier is further authorized to transmit such data world wide for said purposes to its own offices, its authorized agents, other Carriers, the providers of ancillary services or Government Authorities, in whatever country they may be located.

### **4. SEATING**

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

This advance service will be charge at USD 10 per seat, per passenger.

The reservation should be requested through our sales offices, GSA, where the passenger can also pay for this service in a direct form. This amount will not be refunded, even if the seat reservation is cancelled or changed due to operational reasons.

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

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



**6. COMMUNICATION CHARGES**

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

**7. RECONFIRMATION OF RESERVATIONS**

Carrier will advise the passenger when reconfirmation of onward or return reservations is required and how and when this should be done. If Carrier requires the passenger to reconfirm reservations, failure to comply with any such requirement will entitle Carrier to cancel the onward or return reservation. Should the passenger advise Carrier he still wishes to travel however, and should there be space available on the flight, Carrier will reinstate his reservations and transport the passenger. Should there be no space available on the flight, Carrier will use reasonable efforts to transport the passenger to his stopover or place of destination. The carrier can offer to change the flight date to any other possible flight date for a service charge of USD 50. The reconfirming procedure will be advised by our sales offices, GSA's and partners. In General, the reconfirmation has to be done 3 day before the flight date. If the reconfirmation does not take place, than the flight will be firmed without YOUR ticket and in consequence YOU maybe denied boarding /Check IN.

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

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

**7 CHECK-IN**

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

General Timings

Destination	Check-in Begin	Check-in Deadline	Boarding Gate Deadline
Kabul and within Afghanistan	150 minutes	30 minutes	15 minutes
From Dubai (DXB)	180 minutes	30 minutes	15 minutes
From Europe	150 minutes	40 minutes	15 minutes

Exceptions



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

1. Carrier may refuse carriage of the passenger and/or his or her baggage or further carriage for reasons of safety and/or good order or if, in the exercise of its reasonable discretion, Carrier determines that such action is necessary:

(a) in order to comply with any applicable laws, regulations or orders of any state or country to be flown from, into or over;

(b) because the conduct, age or mental or physical state of the passenger is, or reasonably seems to be, such as to:

(1) require special assistance of Carrier which Carrier cannot reasonably provide;

(2) cause discomfort or make himself objectionable to other passengers; or

(3) involve any hazard or risk to I or to other persons or to property;

I because the passengers is drunk or under the influence of drink or drugs;

(d) because the passenger is, or appears to be in the unlawful possession of drugs;

(e) because the passenger has failed to observe any reasonable instructions of Carrier, given in order to ensure safe, efficient and comfortable carriage for all passengers or to enable Carrier otherwise to comply with its obligations towards any other passengers;

(f) because the passenger has expressed himself in such a way or displayed such behavior that doubt exists with respect to the safety to carry such person. Such expression or behavior includes the use of threatening, abusive or insulting language towards ground staff or crew;

(g) because the passenger has refused to submit to a security check by Carrier or by any airport or government official;

(h) because the passenger is threatening to endanger or already has endangered the safety of one or more persons, goods or the aircraft itself. Such threats include a hoax bomb threat ;

(i) because the applicable fare or any charges or taxes payable has/have not been paid, or credit arrangements agreed between Carrier and the passenger have not been complied with;

(j) because the Custom and/or Immigration Authority or indeed any other government authority informed Carrier (either orally or in writing) that the passenger is not allowed to travel. This includes the situation in which Carrier has received a negative travel advice regarding the passenger from such Authority, for example in cases where the passenger is suspected of (intent to) drug smuggling.

(k) because the passenger does not appear to be properly documented;

(l) because the passenger may seek to enter a country through which he may be in transit, or for which he does not have a valid entry document;



(m) because the passenger may cause to destroy or loose, either deliberately or otherwise, his documentation during the flight;

(n) because

→ the ticket presented by the passenger:

- (1) appears to be invalid;
- (2) appears to have been acquired unlawfully or to have been purchased from an entity other than the issuing carrier or its authorized agent;
- (3) has been reported lost, stolen, fraudulent or otherwise suspicious;
- (4) appears to be a counterfeit ticket;
- (5) contains any flight coupon which appears to have been altered by anyone other than Carrier or its authorized agent, or has been mutilated, in which cases Carrier reserves the right to retain such ticket; or
- (6) contains the first flight coupon for international travel which has not been used and the passenger commences his journey at any stopover or agreed stopping place, provided the new fare as mentioned in article 3 paragraph 7(c) has not been settled.

→ the person presenting the ticket cannot prove that he is the person named in the "NAME OF PASSENGER" box, in which cases Carrier reserves the right to retain such ticket.

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

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

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

3. The passenger refused carriage or removed en route for any other reasons specified in point 1 of this Section is entitled to an involuntary refund as provided hereinafter in 11.2

4. Carriage of unaccompanied children, pregnant women, or persons with illness, incapacitated persons or other people requiring special assistance shall only be performed subject to Carrier's prior consent. Women with an uncomplicated pregnancy over 36 weeks shall in any event not be carried.

5. If the passenger fails to inform Carrier of a mental or physical condition or incapacity within the meaning of 8.4, and as a result of that condition, Carrier diverts the aircraft to an unscheduled place of destination, Carrier is entitled to recover the reasonable costs of the diversion and other related costs from the passenger.



## 6. Ages

An infant must be aged less than 24 months on the day of travel, and must be older than 7 days for health and safety reasons. Every infant must be accompanied by an adult at least 16 years old and must travel on the adult's lap. Charges for infants vary depending on the route and length of flight and will be detailed in the booking process. Every adult can only accompany one infant and carriage is restricted to 10% of seat capacity. Infants are not entitled to their own seat or to a personal baggage allowance.

Children aged 2 to 12 years of age must pay 70% of the full full fare.

Unaccompanied Young People between 14 and 16 years old are allowed on a number of routes, please contact Pamir Airways customer services for

The age of children relates to the whole of the period when they are away including the day of return. If a child's birthday occurs during the holiday including the date of return then the new age must be stated. Travel may be refused if the date of birth according to the child's passport is different to that on the Booking Confirmation.



## **9 BAGGAGE**

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

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

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

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

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

(4) live animals, except as provided for in point 10 of this section.

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

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

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

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

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

### **3. RIGHT OF SEARCH**

Carrier may request the passenger to permit a search, x-ray or other type of scan to be made of his person and his baggage, and may search or have searched the passenger's baggage in his absence if the passenger is not available, for the purpose of determining whether or not he is in possession of or whether his baggage contains any item named in point 1(a) of this section or contains any arms, weapons or ammunition in respect of



which point 1(b) of this section has not been complied with, for tracing purposes or for reasons of safety and security, and in order to ensure that provisions in respect of baggage are complied with. If the passenger is unwilling to comply with such request, Carrier may refuse to carry the passenger or baggage. In the event an x-ray or other scan causes damages to the passenger or his baggage, Carrier shall not be liable for such damage except in case of Carrier's willful misconduct or gross negligence.

#### 4. CHECKED BAGGAGE

(a) Upon delivery to Carrier of baggage to be checked, Carrier shall take custody thereof. Carrier will there upon issue a baggage identification tag for each piece of checked baggage.

(b) Carrier may refuse to accept baggage as checked baggage unless it is properly packed in locked suitcases or other suitable containers to ensure safe carriage with ordinary care in handling. Carrier has no obligation to take refused baggage and/or articles in custody. Carrier shall not be liable for damage to baggage and/or articles which have been taken in custody by Carrier other than as checked or unchecked baggage, unless such damage is the result of Carrier's willful misconduct or gross negligence.

(c) The passenger shall not include in checked baggage fragile or perishable items, valuable items, money, keys, jewellery, electric or electronic equipment such as laptops, pocket computers etc., cameras, cellular telephones, negotiable instruments, business documents, securities, medications, medical documents, passports and other identification documents or samples. If the passenger includes these items then the Carrier shall not be liable for damage or loss. Additionally expensive clothing should be insured separately.

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

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

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

#### 5. FREE BAGGAGE ALLOWANCE

Depending on the baggage allowances applicable to the different classes of travel, passengers may carry a certain amount of baggage free of charge. The free baggage allowance will be shown in passenger's tickets, or in the case of an electronic ticket, in the itinerary and receipt. Depending on the route to be flown, this amount is based either on the weight of the baggage (the "weight system") or a combination of weight, size and



number of pieces (the "piece system"). More information is available at the offices of Carrier and its GSA's.

In General the following will apply

Economy Class

Destination	Amount of Baggage or weight	Handbag (Briefcase)
Middle East	30kgs	7kgs
Europe and Africa	30kgs	7kgs
USA	2 pieces	5kgs

- a) every kg exceeding the mentioned free weights will be subject to excess baggage charges.
- b) Weights cannot be combined (Handbag / Suitcase)
- c) Excess baggage charges will be charged immediately at the Check In.
- d) All Hand Baggage at the Boarding Gate exceeding 7kgs will be refused.
- e) The dimensions of the carry on baggage should not exceed the IATA standards.
- f) Maximum weight of a checked in piece should not exceed 32kgs.
- g) Dimensional items, large items, heavy items, which needs a special attention will be charge separately, as per the carrier rates.

Business Class

Destination	Amount of Baggage or weight	Handbag (Briefcase)
Middle East	40kgs	7kgs
Europe and Africa	40kgs	7kgs
USA	2 pieces	5kgs

- h) every kg exceeding the mentioned free weights will be subject to excess baggage charges.
- i) Weights cannot be combined (Handbag / Suitcase)
- j) Excess baggage charges will be charged immediately at the Check In.
- k) All Hand Baggage at the Boarding Gate exceeding 7kgs will be refused.
- l) The dimensions of the carry on baggage should not exceed the IATA standards.
- m) Maximum weight of a checked in piece should not exceed 32kgs.
- n) Dimensional items, large items, heavy items, which needs a special attention will be charge separately, as per the carrier rates.

**6. EXCESS BAGGAGE**

(a) The carriage of baggage in excess of the free baggage allowance is subject to a charge. Details concerning this charge are available at the points of sale of Carrier and its GSA's.

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



## 7. EXCESS VALUE DECLARATION AND CHARGE

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

(b) Carrier will accept only an excess value declaration on checked baggage on its own flights, only as per IATA regulations.

## 8. UNCHECKED BAGGAGE

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

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

## 9. COLLECTION AND DELIVERY OF BAGGAGE

(a) It is the passenger's responsibility to collect his baggage as soon as it is available for collection at places of destination or stopover. Should the passenger not collect it within a reasonable time, Carrier may charge the passenger a storage fee.

(b) Only the bearer of the baggage identification tag delivered at the time the baggage was checked is entitled to collect his baggage. Any illegal pickup (other than the direct passenger, its authorized person, or the carrier) will be sued by the law.

(c) Acceptance of baggage by the bearer of the baggage identification tag without complaint at the time of delivery is prima facie evidence that the baggage has been delivered in good condition and in accordance with the contract of carriage. Later claim, after leaving the baggage belt area (baggage pickup area, upon arrival, will not be accepted.



## 10. ANIMALS

(a) Carriage of dogs, cats, domestic birds and other pet animals is subject to Carrier's explicit approval upon reservation. It is contingent on the animals being properly crated and accompanied by valid health and vaccination certificates, entry permits, and other documents (including but not limited to certificates, passports and/or other proof of identification) required by countries of entry or transit. Carrier reserves the right to determine the manner of carriage and to limit the number of animals which may be carried on a flight.

(b) If accepted as baggage, the animal together with its container and food carried "not exceeding 5kgs", shall not be included in the free baggage allowance of the passenger but constitute excess baggage, for which the passenger shall pay the applicable rate. The passenger will keep the Animal during landing and take off on the labs. The passenger will not open the container or the cage during the entire journey. The Passenger will be responsible for all claims that the carrier may receive, due to the behavior of the animal.

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

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

## **10 SCHEDULES**

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

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

## **11 CANCELLATIONS AND/OR DELAY OF FLIGHTS**

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

2. REMEDIES FOR CANCELLATION AND DELAY OF PASSENGERS DEPARTING FROM AN AIRPORT LOCATED INSIDE OR OUTSIDE AFGHANISTAN except the EU.

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



Carrier shall either:

- (a) carry the passenger on another of its scheduled services on which space is available in the same class of travel;
- (b) re-route the passenger to the destination indicated on the ticket or applicable portion thereof by its own scheduled services; or
- (c) at the passenger's option, make a refund in accordance with the provisions of Section 12.

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

This point 3 applies exclusively to passengers departing from an airport located in the territory of one of the countries in the European Community, who have a Confirmed Reservation on, and hold a valid ticket for a flight operated by Pamir Airways, and have checked in or have presented themselves at the check-in desk before the latest check-in time (or for connecting passengers: the minimum connecting time of 100 minutes) as specified by Carrier. Special remedies for cancellation and delay apply to such passengers, as follows: -

#### 3.1 CANCELLATION

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

(1) the choice between:

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

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

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

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

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

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



scheduled time of arrival; or

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

(iv) the cancellation is due to Force Majeure.

### 3.2 LONG DELAY

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

(a) for two hours or more in the case of flights of 1,500 kilometers or less; or

(b) for three hours or more in the case of all intra-Community flights of more than 1,500 kilometers and of all other flights between 1,500 and 3,500 kilometers; or

(c) for four hours or more in the case of all flights not falling under point 3.2 a. or b.; Pamir Airways shall offer a passenger:

(1) the assistance specified in point 3.1 (2); and,

(2) when the delay is at least five hours, the assistance specified in point 3.1.(1) (a).

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

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

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

## **12 REFUNDS**

### 1. GENERAL

a. If, on the part of Carrier or at the request of the passenger, carriage in accordance with the contract of carriage is not provided, refund for an unused ticket or unused portion thereof shall be made by Carrier in accordance with the following points of this section and pursuant to the relevant tariff regulations, a service charge of 20% of the base fare will be deducted by the carrier or requested to be paid upon refund.

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

(2) If a ticket has been paid for by a person other than the passenger named in the ticket, and



Carrier has indicated on the ticket that there is a restriction on refund, Carrier shall make a refund only to the person paying for the ticket or to that person's order.

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

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

(5) If the passenger holds a ticket which has been issued at a special fare, and is subsequently completely unused because the passenger is prevented from travelling due to his own force majeure, Carrier shall provide the passenger with a credit voucher of the non-refundable amount of the fare, for future travel on Carrier's flights, provided the passenger has promptly advised Carrier of such force majeure, and has furnished evidence of such force majeure to Carrier's satisfaction. The credit may be 50% of the ticket fare, plus the service charge deduction.

## 2. INVOLUNTARY REFUNDS

If, pursuant to Section 11.2, Carrier cancels a flight, fails to operate a flight reasonably to schedule, fails to stop at a place to which the passenger is destined or ticketed to stop over, is unable to provide previously confirmed space, causes the passenger to miss a connecting flight on which the passenger holds a reservation; or Carrier refuses carriage under conditions as mentioned in Section 8.1 (except sub ) i, j and n), the amount of the refund shall be:

(1) if no portion of the ticket has been used, an amount equal to the fare paid, minus the service charge;

(2) if a portion of the ticket has been used, the refund will not be less than the difference between the fare paid and the applicable fare for travel between the places for which the ticket has been used, minus the surcharge and the service charge.

## 3. VOLUNTARY REFUNDS

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

(1) if no portion of the ticket has been used, an amount equal to the fare paid, less any applicable surcharge and service charges, reservation and cancellation fees;

(2) if a portion of the ticket has been used, an amount equal to the difference between the fare paid and the applicable fare for travel between the places for which the ticket has been used, less any applicable surcharge, service charges and/or cancellation fees.

## 4. REFUND OF LOST OR STOLEN TICKETS

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



condition that:

(1) the lost or stolen ticket, or portion thereof, has not been used, previously refunded or replaced, and

(2) the person to whom the refund is made undertakes, in such form as may be prescribed by Carrier, to repay Carrier the amount refunded in the event and to the extent that the lost or stolen ticket or portion thereof is used by any person or that refund thereof is made to any person in possession of the ticket.

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

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

#### 5. INVOLUNTARY DOWNGRADING

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

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

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

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

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

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

(b) FOR ALL OTHER PASSENGERS:

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

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

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

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



The refund in this point 5 (b) shall be paid by the means provided for in point 5 (a) under

(iii). When the refund is paid in the form of a credit voucher for a Pamir Airways flight, the amount will be higher than the cash amount.

#### 6. RIGHT TO REFUSE REFUND

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

(b) Carrier may refuse refund on a ticket which has been presented to Carrier or to Government officials of a country as evidence of intention to depart there from, unless it is established that the passenger has permission to remain in the country or that he will depart there from by another carrier or another means of transport.

#### 7. CURRENCY

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

#### 8. BY WHOM TICKET REFUNDABLE

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

### **13 CONDUCT ABOARD AIRCRAFT**

1. The conduct of a passenger on board of the aircraft must be such that, in Carrier's reasonable opinion, he does not endanger or threaten to endanger one or more persons or goods or the aircraft. The passenger must, in Carrier's reasonable opinion, not obstruct the crew in the performance of its duties and must comply with any instruction of the crew given in order to ensure the safety of the aircraft or the safe, efficient and comfortable transportation of the passengers. The passenger must, in Carrier's reasonable opinion, refrain from behaving in such a manner to which other passengers may reasonably object.

2. For safety reasons, Carrier may forbid or limit operation aboard the aircraft of electronic equipment, including cellular telephones, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices, including radio controlled toys and walkie-talkies, except that hearing aids and heart pacemakers may be used.

3. On board the aircraft the passenger shall not be under such influence of alcoholic beverages or drugs or such other substances that he could possibly endanger or threaten to endanger one or more persons or goods or the aircraft itself or conducts himself in such way that the other passengers could reasonably object thereto. Consumption of any alcoholic beverages carried into the aircraft by the passenger is prohibited.

4. Pamir Airways is on all routes a Non-Smoking carrier.



5. If the passenger fails to comply with the provisions of the previous paragraphs, Carrier may take such measures as the situation requires and as Carrier deems reasonably necessary, to prevent continuation of such conduct. Such measures may include restraint and/or disembarkation of the passenger, refusal of onward carriage of the passenger at any point and reporting the passenger to the local authorities.

6. If the passenger does not comply with the provisions of this Section and Section 8 point (1) or acts otherwise in conflict with his obligations, Carrier reserves the right to institute legal proceedings and to claim damages.

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

## **14 ARRANGEMENTS BY CARRIER**

### 1. LIABILITY

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

(b) If Pamir Airways provides additional services as a tour operator or a charter carrier, Pamir Airways liability is subject to the rules and conditions applicable to package tour agreements / charter AGREEMENTS. EU Directive 90/314 could apply to sector Europe.

### 2. TRANSFER SERVICES

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

### 3. RAIL CARRIAGE

Does not apply.

### 4. ADDITIONAL SERVICES

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

## **15 ADMINISTRATIVE FORMALITIES**

### 1. GENERAL

The passenger is responsible for obtaining all required travel documents and for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which he transits. Carrier shall not be liable for the consequences to any passenger resulting from his or her failure to obtain such



documents or visas or to comply with such laws, regulations, orders, demands, and travel requirements, rules or instructions.

## 2. TRAVEL DOCUMENTS

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

## 3. REFUSAL OF ENTRY

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

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

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

## 5. CUSTOMS INSPECTION

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

## 6. GOVERNMENT REGULATIONS

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



paragraph does not apply in the event of willful misconduct or gross negligence on the part of Carrier.

## **16 SUCCESSIVE CARRIERS**

1. Carriage to be performed by several successive carriers under one ticket, or under a ticket and any conjunction ticket issued in connection therewith is regarded as a single operation for purposes of determining the application of the Convention to the transportation.

2. Where Pamir Airways is the issuing carrier or the first carrier designated in the ticket or in any conjunction ticket involving carriage by successive carriers, Pamir Airways shall not be liable for those parts of the journey performed by other carrier(s).

3. In the case of destruction, loss or delay of, or damage to his baggage, the passenger has a right of action against both the first carrier and last carrier and against the carrier which performed the carriage during which the destruction, loss, delay or damage took place. These carriers will be jointly and severally liable to the passenger.

## **17 LIABILITY**

### 1. GENERAL

(a) Carriage hereunder is subject to the rules and limitations relating to liability established by the Convention / IATA, even where such carriage is not international carriage to which the Convention mandatorily applies.

(b) Carrier shall be liable only for recoverable compensatory damages for proven losses and costs as per IATA resolutions.

(c) If Carrier proves that the damage was caused or contributed by the negligence or other wrongful act or omission of the person claiming compensation, or the person from whom he or she derives his or her rights, Carrier shall be wholly or partly exonerated from its liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage. This point applies to all the liability provisions in these conditions, including Section 17.2 (a) below.

(d) Carrier is liable only for damage occurring on its own flight. A carrier issuing a ticket or checking baggage for flights of another carrier does so only as agent for such other carrier. Provisions in respect of liability in case of successive carriage are laid down in Section 16.

(e) Carrier is not liable for any damage arising from its compliance with any laws or government regulations, orders, demands or requirements, or from failure of the passenger to comply with the same.

(f) Any exclusion or limitation of liability of Carrier shall apply to and be for the benefit of agents, servants and representatives of Carrier and any person whose aircraft is used by Carrier and such person's agents, servants and representatives. The aggregate amount recoverable from Carrier and from such agents, servants, representatives and such persons shall not exceed the amount of Carrier's limits of liability.



(g) Unless expressly provided otherwise, nothing herein contained shall waive any exclusion or limitation of liability of Carrier under the Convention or applicable laws.

## 2. DAMAGES FOR BODILY INJURY OR DEATH

(a) Carrier shall be liable for proven damage sustained in case of death or bodily injury of a passenger upon condition only that the accident which caused the death or injury took place on board the aircraft or in the course of any of the operations of embarking or disembarking.

(b) For damages arising under Section 17.2.a not exceeding USD 75,000 for each passenger Carrier shall not exclude or limit its liability. However Carrier remains entitled to invoke Section 17.1 c.

Carrier shall not be liable for damages arising under Section 17.2.a to the extent that they exceed for each passenger USD 75,000 if Carrier proves that:

(1) such damage was not due to the negligence or other wrongful act or omission of Carrier or its servants or agents; or

(2) such damage was solely due to the negligence or other wrongful act or omission of a third party.

(c) If a passenger is carried whose age or mental or physical condition is such as to involve any hazard or risk to himself, Carrier shall not be liable for personal damages as illness, injury, disability or death, or any aggravation of such illness, injury or disability, provided such personal damages are attributable to such condition.

(d) Pamir Airways shall without delay, and in any event not later than 30 days after the identity of the natural person entitled to compensation has been established, make such advance payments as may be required to meet immediate economic needs on a basis proportional to the hardship suffered

(e) Without prejudice to Section 17 point 2 (d), an advance payment to the natural person entitled to compensation shall not be less than the equivalent in of 16.000 SDR's per passenger in the event of death

(f) An advance payment shall not constitute recognition of liability and may be offset against any subsequent sums paid on the basis of the liability of Pamir Airways, but is not returnable, except in the case described in Section 17 point 1 (c) or in circumstances where it is subsequently proved that the person who received the advance payment caused, or contributed to, the damage by tortuous act or was not the person entitled to compensation.

## 3. DAMAGE TO BAGGAGE

(a) The liability of Carrier in the case of destruction or loss of or damage to checked and unchecked - baggage, irrespective whether the Convention is mandatory applicable or not, is limited USD 20,- per kg / Max. USD 400,- for each passenger.

(b) Does not apply.

(c) The limit of liability as mentioned under subpoint (a) of this point does also not apply in case the passenger has made, at the time when the checked baggage was handed over to the Carrier, a special declaration of interest in delivery at destination in



accordance with Section 9 point 7. In that case Carrier will be liable to pay a sum not exceeding the declared sum, unless Carrier proves that the sum is greater than the passenger's actual interest in delivery at destination.

(d) Carrier shall not be liable if and to the extent that the damage resulted from the inherent defect, quality or vice of the checked baggage. Carrier will tag such baggage and delivering to the passenger a 'limited release tag' giving particulars on the defect, quality or vice of the checked baggage.

(e) Carrier is only liable for damage to unchecked baggage, including personal items, if such damage has been caused by the fault of Carrier or that of its servants or agents.

(f) Carrier is not liable for injury to a passenger or for damage to a passenger's baggage caused by property contained in such passenger's baggage, unless Carrier caused such damage by its willful misconduct or gross negligence. Any passenger whose property, whether or not contained in baggage, causes damage to another passenger or his baggage or to any property of Carrier shall indemnify Carrier for all losses and expenses incurred by Carrier as a result thereof.

#### 4. DAMAGE AS A RESULT OF DELAY AND CANCELLATION

(a) The liability of Carrier in respect of damage occasioned by delay and/or cancellation in the carriage by air of passengers shall be limited to 4,150 SDR's for each passenger.

(b) The liability of Carrier in respect of damage occasioned by delay and/or cancellation in the carriage by air of baggage shall be limited to 1,000 SDR's for each passenger. To this limit Section 17 point 3 (c) shall be applicable.

(c) Notwithstanding the provisions of subpoints (a) and (b) of this point, Carrier shall not be liable for damage occasioned by delay and/or cancellation if Carrier proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage or that it was impossible for it or them to take such measures.

#### **18 TIME LIMITATION ON CLAIMS AND ACTIONS**

1. (a) No action shall lie in the case of damage to baggage (other than damage due to delay) unless the person entitled to delivery complains to Carrier at the latest, within 7 days from the date of receipt. No action shall lie in the case of damage due to delay of baggage unless the person entitled to delivery complains to Carrier at the latest within 21 days from the date on which the baggage has been placed at his disposal.

(b) Every complaint must be made in writing and dispatched forthwith after discovery of the damage or delay and at the latest within the time limits aforesaid.

2. Any right to damages shall be extinguished if a legal action is not brought within two years reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court seized of the case.



## **19 CHARTER CARRIAGES**

1. Charter carriage includes carriage by an "operating carrier" who, by virtue of authority from the "contracting carrier", performs the whole or part of the carriage pursuant to a charter agreement, and carriage which is performed by an "operating carrier" in connection with package travel, package holidays and package tours pursuant in EU to EU directive 90/314, whichever is applicable. The "contracting carrier" in this respect is the charterer or touroperator who as a principal enters into an agreement for carriage with the passenger.

2. Charter Ticket includes a package tour ticket, and means a ticket issued pursuant to a charter agreement or a package tour agreement, whichever is applicable.

3. Charter carriage is subject to the terms and conditions of the applicable charter/package tour agreement, to which these General Conditions of Carriage also apply.

4. The following aforementioned articles do not apply to charter carriage:  
Section 3, point 1, 3, 5, 6, and 7;  
Section 4;  
Section 5, point 2;  
Section 6, point 1, 2, 5 and 8;  
Section 12.

5. Charter Tickets shall not be valid unless the charter price, including, if applicable, taxes, levies, charges, increases and the like have been paid for by the 'contracting carrier' or until credit arrangements established by the operating Carrier have been complied with. These tickets are in principle non-refundable and non-endorsable. If refunds are made, they shall only be made to the tour operator, pursuant to the terms of the applicable charter agreement.

6. Charter tickets are only valid for carriage on the dates indicated on the ticket coupons. Subject to seat availability, changes in the departure or return date are possible, provided that the applicable fee is paid for. Other conditions, as stated in the ticket, may apply.

7. Charter Tickets have conditions which limit and/or exclude the passenger's right to make, change or cancel reservations. Tickets in respect of a package tour pursuant in EU to EU directive 90/314 can only be used for arrangements subject to the rules concerning "all inclusive flights".

## **20 DENIED BOARDING COMPENSATION ('DBC')**

### **1. RULES FOR DENIED BOARDING**

Pamir Airways undertakes to use reasonable efforts first to call for volunteers being prepared to surrender their confirmed reservation in exchange for an agreed compensation with Pamir Airways. Pamir Airways shall also take into consideration the interests of passengers who must be given boarding priority for legitimate reasons, such as unaccompanied minors and passengers with reduced mobility and those accompanying them. A written notice setting out the rules for compensation and assistance shall be provided to the passengers concerned.



**2. COMPENSATION IN CASE OF DENIED BOARDING OF PASSENGERS DEPARTING FROM AN AIRPORT LOCATED IN THE EUROPEAN COMMUNITY**

This point 2 applies exclusively to passengers, departing from an airport located in the territory of one of the countries in the European Community, and who have been Denied Boarding on a Pamir Airways flight.

**2.1 VOLUNTARY DENIED BOARDING**

(1) Pamir Airways shall offer to a passenger who is voluntarily denied boarding pursuant to point 1 the choice between:

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

(b) Re-routing, under comparable transport conditions, to the passenger's final destination, as specified on the Ticket known to Pamir Airways, pursuant to which the passenger was denied boarding, either: - at the earliest possibility; or - at a later date at the passenger's convenience, and subject to availability of a seat.

**2.2 INVOLUNTARY DENIED BOARDING**

(a) Pamir Airways shall offer to a passenger who is involuntarily denied boarding the choices as set out in point 2.1.

(b) Irrespective of the passenger's choice, Pamir Airways shall in addition, and subject to the restrictions in point 2.4, 2.5 and 4, immediately after boarding has been denied, pay compensation, in accordance with the following schedule:

1 kilometer (KM) = 0.62 miles

For	EUR or the equivalent in local currency	If delay time at arrival
(i) Flights of 1,500 KM or less	125	2 hours or less
.	250	More than 2 hours
(ii) Flights within the EC of more than 1,500 KM and for all other flights between 1,500 KM and 3,500 KM	200	3 hours or less
	400	More than 3 hours
(iii) Flights not falling under (i) and (ii)	300	4 hours or less
.	600	More than 4 hours

**2.3** The passenger shall receive, free of charge: meals/refreshments in a reasonable relation to the waiting time; hotel accommodation in cases where an overnight stay or a stay additional to that intended by the passenger becomes necessary and transport between the airport and place of accommodation; 1 telephone call, or a fax message, or an e-mail.



2.4 The distances referred to in point 2.2.(b) shall be measured by the great circle route method. In determining the distance, the basis shall be the last destination at which the denial of boarding will delay the passenger's arrival after the scheduled time.

2.5 The compensation and/or reimbursement referred to in this paragraph 2 shall be paid in cash, by electronic bank transfer, bank order or bank cheques, at the discretion of Pamir Airways, or with the signed agreement of the passenger, in credit vouchers and/or other services. When compensation or reimbursement is paid in the form of a credit voucher for a Pamir Airways flight, the amount will be higher than the cash amount

3. COMPENSATION IN CASE OF DENIED BOARDING OF PASSENGERS DEPARTING FROM AN AIRPORT LOCATED IN AFGHANISTAN OR ANY OTHER COUNTRY OTHER THAN EU. This point does apply to passengers, departing from an airport which is located outside the territory of the European Community, and who have been Denied Boarding on a Pamir Airways flight.

3.1 VOLUNTARY DENIED BOARDING

Pamir Airways shall offer to a passenger who is voluntarily denied boarding pursuant to point 1 the choice between: (a) reimbursement without penalty of the cost of the ticket for the part of the journey not made, or (b) re-routing to his place of destination at the earliest opportunity, or (c) re-routing at a later date at the passenger's convenience.

3.2 INVOLUNTARY DENIED BOARDING

Pamir Airways shall offer to a passenger who is involuntarily denied boarding the choices as set out in point 3.1, and pay compensation, in accordance with the following schedule:  
1 kilometer (KM) = 0.62 miles

For	USD or the equivalent in local currency	If delay time at arrival point is
Flights of less than 3,500 KM	50	2 hours or less
	75	More than 2 hours
Flights of more than 3,500 KM	75	4 hours or less
	150	More than 4 hours

3.3. At the discretion of Pamir Airways, reasonable expenses incurred by the passenger for accommodation, meals, transmission of private messages, and the like while awaiting substitute transportation as a result of involuntary denied boarding, will be borne by Pamir Airways.

3.4 The compensation in point 3.2 will be based on the stretch on which the passenger was involuntarily denied boarding and on any consecutive stretch(es) on which the passenger misses this connection as a consequence here of, provided the passenger holds a Confirmed Reservation for such stretch(es).

3.5 The amounts in point 3.2 will be paid regardless of the class of service for which the passenger holds a reservation. The compensation shall never exceed the price of a ticket in the appropriate class of service for the stretch between the airport where boarding is denied, and the place of destination.

3.6 When compensation is paid in the form of a credit voucher for a Pamir Airways flight, the amount will be higher than the cash amount.



#### 4. NO COMPENSATION OR DBC

Compensation or DBC will not be offered by Pamir Airways to the passenger in amongst others the following situations:

- (1) carriage is denied because a government has requisitioned all or part of the passenger carrying capacity or aircraft operated by Pamir Airways;
- (2) the passenger is travelling free or at a reduced fare which is not available directly or indirectly to the general public;

#### 5. DISCHARGE

Acceptance of DBC relieves Pamir Airways from any further liability in connection with the denied boarding. However, if the passenger has not voluntarily given up his seat, any further liability of Pamir Airways in connection with the denied boarding shall be limited to the remedies available under the applicable law.