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Conditions of Carriage for Passengers and Baggage

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ARTICLE 1 – DEFINITIONS

We, us, our - means Air Arabia (PJSC) Air Arabia Maroc, Air Arabia Egypt and/or any used carrier.

You, your, yourself – means any person holding a E-ticket who is to be carried or is carried on an aircraft, except members of the crew. (See also the definition for E-ticket and for Customer).

Agreed Stopping Places – are the places, except the place of departure and the place of destination, set out in your E-ticket or shown in our timetables as scheduled stopping places on your route

Airline Designator Code – is the two or three letters or the letter and number which identify individual airlines in booking confirmation, e-tickets, timetables, reservation system and else where

Authorized Agent – means anyone or any entity (which may include other airline) we have appointed to represent us in the sale of carriage by air and other services

Baggage – means your personal property accompanying you on your flight, which unless otherwise specified, consists of your Checked and Unchecked Baggage unless we state otherwise

Baggage Receipt – refers to the part of your E-ticket/Flight Confirmation Document/Itinerary which relates to the carriage of your Checked Baggage

Baggage Identification Tag – means a document issued by us and given to you for the identification of your Checked Baggage

Checked Baggage – is baggage which we have taken into our custody and for which we have issued a baggage identification tag or a baggage receipt or both and which normally travels in the hold of the aircraft

Check-in Deadline - the time limit we have set by which you must have completed the check-in formalities and received your boarding pass

Conditions of Carriage – means these General Conditions of Carriage for Customers and Baggage

Conditions of Contract – means those statements contained in or delivered with your E-ticket or Flight Confirmation Document/Itinerary or Receipt, identified as such and which incorporate by reference, these Conditions of Carriage and Notices

Confirmation Reference – means the unique number we assign to you to identify the booking you have made which has been confirmed by us

Convention – means the Montréal convention and/or the Warsaw convention (as amended and as the case may be) including other convention We may elect to subscribe in such as:

- The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (referred to below as the Warsaw Convention)
- The Warsaw Convention as amended at The Hague on 28 September 1955
- The Warsaw Convention as amended by Additional Protocol No. 1 of Montreal (1975)
- The Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975)
- The Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975)
- The Guadalajara Supplementary Convention (1961)
- The Montreal Convention (1999)

Customer – means any person holding a E-ticket who is carried, or is to be carried, on an aircraft, except members of the crew. (See also the definition for you, your)

Damage – this includes death of, wounding of, or bodily injury to a customer. It also includes loss, partial loss, and theft of, or other damage to baggage arising out of, or in connection with carriage or other services incidental thereto performed by us

Days – means calendar days including all seven days of the week. For the purpose of sending notices, we will not count the day on which notice is sent. For the purposes of deciding whether a E-ticket is valid

Electronic ticket – is a Flight Confirmation Document/Itinerary and/or receipt, Electronic Coupons and any boarding document we have issued to you

Events Beyond Your Control – are unusual and unforeseeable circumstances which you cannot control and the consequences of which you could not have avoided even if you had taken all due care

Involuntary Fare Refund – means a refund, under clause 10.2, of the fare for your E-ticket

Itinerary and Receipt – means a document or documents we or our authorized agents issue on paper, by fax, by E-mail, or deliver electronically to customers traveling with Electronic E-tickets. It contains the customer's name, flight information and a receipt

SDR – is a Special Drawing Right as defined by the International Monetary Fund

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

E-ticket – means either a document called a “Customer E-ticket and Baggage Receipt” or and/or Confirmation Reference, which we or our Authorized Agents have issued and/or assigned to you and the Boarding Pass issued at check-in.

Travel Regulations – are the rules, other than these Conditions of Carriage, published by us (as amended) and in effect on the date the booking is made which govern the carriage of Customers and/or Baggage and shall include applicable Tariffs in force; these are available on our Website and at our offices upon request

Unchecked Baggage – means your baggage other than your Checked Baggage. Unchecked Baggage is normally carried with you on to the aircraft

Validity Period – is the period for which your E-ticket is valid

Website – means Air Arabia internet site www.airarabia.com or any alternative you may be notified or directed to use.

ARTICLE 2 - APPLICABILITY

2.1 General

Except as provided in paragraphs 2.2, 2.4 these Conditions of Carriage apply to all flights we operate and any liability we may have in relation to that carriage by air. The Terms and Conditions contained within the E-ticket/Flight Itinerary or Receipt shall form part of these Conditions of Carriage.

2.2 Charters

If carriage is performed pursuant to a Charter Agreement, these Conditions of Carriage apply only to the extent they are incorporated by reference or otherwise in the Charter Agreement or the E-ticket.

2.3 Overriding Law

These Conditions of Carriage are applicable unless they are inconsistent with any tariffs or laws which apply to your Contract of Carriage with us in which event such tariffs or laws will apply.

2.4 Validity of Conditions

If one of these Conditions of Carriage is invalid, the other Conditions will remain valid.

ARTICLE 3 - E-TICKETS

3.1 General

The E-ticket, these Conditions of Carriage and our Terms and Conditions (including applicable Tariffs) together constitute the terms and conditions of the Contract of Carriage between you and us.

These Conditions of Carriage and our Terms and conditions can be found, printed and accessed in full on our Website.

We will only provide carriage to the Customer named in the E-ticket who presents valid confirmation, duly issued by us in respect of that person for the flight. You will also be required to produce positive photographic identification identifying you as the customer named in the booking and valid travel documentation in the form of passport, and any visa or other documentation required, satisfying the relevant authorities for the journey you are undertaking.

We sell some E-tickets at discounted fares which may be partly or completely non-re-fundable. You should choose the fare which best suits your needs and we would strongly recommend that you ensure you have an appropriate level of insurance to cover instances where you are unable to use your E-ticket.

3.2 Changes to E-tickets

The E-ticket you have purchased is valid for transportation only as shown on the E-ticket for the Customer named, from the place of origin to the final destination on the date and flight number shown.

If you wish to change your flight you must contact us in advance. All changes must be made at least 24 hours before prior the flight departure; such changes may only be made by the customer named in the booking and/or the person who made the original booking.

Any additional fare due, in accordance with our Travel Regulations and Tariffs and any applicable administration fee will be calculated and you will be given the option of accepting the new price or maintaining your original transportation as e-ticketed. Detailed rules relating to fares and changes to E-tickets are accessible and printable on our Website.

We shall not be liable to any person entitled to be carried by us or for any refund in connection with a proposed flight if, in good faith, we provide carriage to a person purporting to be entitled to carriage or make any refund to the person entitled in accordance with Article 10.

3.3 Cancellations to E-tickets

If you wish to cancel your flight you must contact us in advance. All changes must be made at least 24 hours prior the flight departure; such cancellations may only be made by the customer named in the booking and/or the person who made the original booking.

We will credit you the balance (if there is any) of your fare due after deduction of cancellation fee. Such credit may be used within one year of the date of original booking by the named customer or by someone of their family member(s) who is/are sharing the same family name.

3.4 Validity

Unless otherwise stated on the E-ticket, in these Conditions of Carriage, or in any Tariffs which apply, a E-ticket is valid for one year from the date of issue

ARTICLE 4 - FARES, TAXES, FEES, CHARGES and CURRENCY

4.1 Fares

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination, unless we state otherwise. Fares do not include any type of ground transport services such as airports and town terminals. Fares will be calculated in accordance with our Tariff in effect on the date of booking. If there is any difference in the price at the date of booking and the date of your payment, the higher price should apply. The fare will be for travel on the specific dates and itinerary shown on it. If you wish to change your itinerary or dates of travel, this would be subject to the difference in the fare.

4.2 Taxes, Fees and Other Charges

You must pay any Taxes, Fees and Charges imposed on us by Government or other authority, including the operator of an airport for which we are obliged to collect from you or pay in respect of you and your flight. When you buy your E-ticket, we will tell you about any Taxes, Fees and Charges not included in the fare and they will normally be shown separately on the E-ticket. Taxes, Fees and Charges change constantly and can be imposed or altered after the date we have issued your E-ticket. If they change or if a new Tax, Fee or Charge is imposed after we have issued your E-ticket, you will have to pay us any increase.

Similarly, if any Taxes, Fees or Charges you pay to us when we issue the E-ticket are then abolished or reduced, you will be entitled to claim a refund from us. If you do not use your E-ticket, you will be entitled to claim a refund of any Taxes, Fees and Charges which you have paid.

4.3 Currency

You must pay the fare and any Taxes, Fees and Charges in the currency of the country in which the E-ticket is issued, unless we or our Authorized Agents say you must use another currency at or before the time you pay. We may decide to accept payment in another currency.

4.4 Charges

We reserve the right to charge administration fee for auxiliary services, not included in the fare element of the E-ticket,

ARTICLE 5 - RESERVATIONS

5.1 General

We will record your reservations in our computer system. If you ask, we or our Authorized Agents will give you written confirmation of your reservation in the case of a telephone reservation. In the case of internet bookings through our Website, a unique booking reference number, the Confirmation Reference, will be displayed along with the booking confirmation details on the screen upon completion of the transaction. You should print a copy of this for your records as you will be required to quote the Booking Confirmation Reference at the time of check-in.

A reservation is not made or confirmed until you have received a Confirmation Reference and payment in full has been received by us. Some fares have conditions which limit or exclude your right to change reservations. See Article 3.2 and Carrier's Regulations.

5.2 Time Limits for Payment of Your E-ticket

Fares plus all Taxes, Fees and other Charges must be paid in full when a confirmed reservation is made. If such sums have not been paid in full or your credit/debit card is declined we may cancel the reservation at any time without liability.

5.3 Personal Information

You recognize that your personal data has been given to us and that we may use the personal information you have provided, including information about how you use our services and facilities ("your personal information"), for the purposes of:

making a reservation and issuing a E-ticket; providing you with your transportation and any related services and facilities; accounting, billing and auditing; checking credit or other payment cards; immigration, customs and entry procedures; security, administrative and legal purposes; statistical analysis; ensuring our compliance with legal and regulatory obligations applicable to us; operating frequent flyer programs; systems testing, maintenance and development;

customer relations; helping us in any future dealings with you; and direct marketing and market research.

For these purposes you authorize us to retain and use your personal information and to transmit it to our own offices; carriers and other companies involved in providing your transportation or related services and facilities; data processors working for us; our Authorized Agents; government and enforcement agencies; and credit and other payment card companies.

5.4 Seating

We cannot guarantee that you will be able to sit in any particular seat. You can select your seat of choice prior your flight by purchasing the seats available for sale while booking. We will try to honor advance seating requests. We can change your seat at any time, even after you have boarded the aircraft, as we may need to do this for operational, safety or security reasons.

5.5 Connections

Our flights are not intended for use in connecting with flights of other carriers but could be used in connection with one another. Regulations and minimum connecting times are shown in the website.

ARTICLE 6 – CHECK IN AND BOARDING

6.1 Check-in Deadlines

You must follow the check in timelines mentioned in your e-ticket. Check-in deadlines vary and your journey will be smoother if you allow plenty of time to check in. It is your responsibility to find out the check-in deadlines for your flights before you travel and keep to them. If you do not complete the check-in process by the check-in deadline we may cancel your reservation and not carry you whereupon, you will not be refunded any paid amount in connection with the missed flight(s). By completing the check-in process we mean that you have received your boarding pass for your flight.

6.2 Boarding Gate Deadlines

You must be present at the boarding gate not later than the printed time on your boarding pass or given to you upon you completing the check in process. We may decide not to carry you if you fail to arrive at the boarding gate on time.

We will neither refund you any paid amount nor be liable to you for any loss or expense you suffer if you fail to meet check-in deadlines or fail to be at the boarding gate on time.

6.3 Administration

You are solely responsible for complying with all laws, regulations, orders, demands and requirements of countries to be flown from, into or over and with our Carrier's Regulations and instructions given by us relating thereto. We shall not be liable in any way whatsoever to you in connection with obtaining necessary documents or complying with such laws, regulations, orders, demands, requirements or instructions, whether given orally or in writing or otherwise, or for the consequences to you resulting from your failure to obtain such documents or to comply with such laws, regulations, orders, demands, requirements or instructions.

ARTICLE 7 – REFUSAL AND LIMITATION OF CARRIAGE

7.1 Right to Refuse Carriage

In the reasonable exercise of our discretion, we may refuse to carry you or your baggage if we have notified you in writing that we would not at any time after the date of such a notice carry you on our flights. In this circumstance you will be entitled to a refund of the fare you have paid, plus any Taxes, Fees and Charges, less any reasonable administration charge we may apply.

In addition to not refunding you any paid amount in connection with such flight, we may refuse to carry you or your Baggage if one or more of the following has occurred or we reasonably believe may occur:

- 7.1.1 If the carriage of you or your Baggage may endanger or affect the safety of the aircraft or the safety, health or materially affect the comfort of other customers or crew;
- 7.1.2 If you under the influence of alcohol or drugs or if you are, or we reasonably believe you are, in unlawful possession of drugs;
- 7.1.3 If your mental or physical state is a danger or risk to you, the aircraft or any person in it;
- 7.1.4 If you have refused to allow a security check to be carried out on you or your Baggage;
- 7.1.5 If you have not obeyed the instructions of our ground staff or a member of the crew of the aircraft relating to safety or security and/or used threatening, abusive or insulting words towards our ground staff or a member of the crew of the aircraft or any person therein;
- 7.1.6 If you have behaved in a threatening, abusive, insulting or disorderly way towards a member of our ground staff or a member of the crew of the aircraft or any person therein;

- 7.1.7 If you have deliberately interfered with a member of the crew of the aircraft carrying out their duties;
- 7.1.8 If you have put the safety of either the aircraft or any person in it in danger;
- 7.1.9 If you have made a hoax threat relating to bombs, biological, terror, chemical weapons and/or any of its like;
- 7.1.10 If you have committed a criminal offence during the check-in or boarding processes or on board the aircraft;
- 7.1.11 If you have not, or do not appear to have, valid travel documents; if you try to enter a country for which your travel documents are not valid; destroy your travel documents during the flight, refuse to surrender your travel documents to a member of the crew, against receipt, when so requested or refuse to allow us to photocopy your travel documents;
- 7.1.12 If you ask the relevant government authorities for permission to enter a country in which you have landed as a transit customer; if carrying you would break government laws, regulations, or orders; if you have refused to give us information which a government authority has asked us to provide about you.
- 7.1.13 If you have not presented a valid E-ticket;
- If you have not paid the fare (including any Taxes, Fees or Charges/surcharges) for your journey;
- If you have presented a E-ticket acquired illegally;
 - If you have presented a E-ticket which you did not buy from us or our Authorized Agents;
 - If you have presented a E-ticket which was not issued by us or our Authorized Agents;
 - If you have presented a E-ticket which has been reported as being lost or stolen;
 - If you have presented a counterfeit E-ticket;
 - If you have presented a E-ticket with an alteration made neither by us nor our Authorised Agents;
- 7.1.14 If you cannot prove you are the person named in the E-ticket when presenting for check-in or boarding. We reserve the right to retain such E-ticket in these circumstances.
- 7.1.15 If you have changed your transportation without our agreement as set out in Article 3.2 and our Carrier's Regulations.

- 7.1.16 If you have failed to present your E-ticket or your Boarding Pass or your travel documents to us when reasonably asked to do so; if you have failed to complete the check-in process by the check-in deadline; if you have failed to arrive at the boarding gate on time.
- 7.1.17 If you have behaved in a way mentioned above on or in connection with a previous flight and we believe you may repeat this behavior.
- 7.2 You don't meet the requirements in relation to your medical fitness to fly. We may decide not to carry pregnant women; customers who are ill; or customers who are disabled, have limited mobility or need special help if arrangements to carry them have not been made before check-in. We do not accept unaccompanied children under the age of 12 years.

ARTICLE 8 - BAGGAGE

8.1 Free Baggage Allowance

You may carry some of your baggage free of charge. Your free baggage allowance may be carried as specified and is subject to the conditions and limitations contained in our Travel Regulations.

On all Air Arabia Maroc flights starting from 12th July 2011, the baggage allowance is an option. Passengers can pre-book a baggage allowance while doing their reservation through our website, call center, sales shops or partner travel agents, at the discounted rates or buy their baggage allowance at the Airport during check-in.

8.2 Excess Baggage

The acceptance and carriage of Excess Baggage is at our discretion and you will be required to pay a charge for the carriage of baggage over your free baggage allowance. Details of the applicable Excess Baggage rates are available in our Baggage page in the website. You acknowledge and accept that payment for excess baggage does not mean combining such excess baggage on your flight.

8.3 Items Unacceptable as Baggage

You must not include in your baggage items which do not constitute baggage as defined in Article 1 of these Conditions of Carriage.

8.3.1 You must not carry the following in your baggage (whether as Checked Baggage or Unchecked Baggage):

- Items you are forbidden from carrying by law.
- Items you are forbidden from carrying by our Carrier's Regulations.

- Any item likely to put the aircraft or people or property on board the aircraft in danger. These include the items shown in the “International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air” and the “International Air Transport Association (IATA) Dangerous Goods Regulations”.
- Items which we may determine at our sole discretion its unsuitability for carriage because they are dangerous, unsafe, too heavy, too big, fragile or perishable or because of their shape or character. In deciding if items are unsuitable for carriage, we will take account of the type of aircraft being used.

If we discover that you are carrying forbidden items, we will refuse to carry them and you, sometimes. Please ask us for information about forbidden items if you need it.

You are required to check list of prohibited items to carry onboard our aircraft by visiting the Baggage page on our website and to be aware about the Authority rules issued (as amended) in this regard..

8.3.2 Firearms

You must obtain our permission in advance, if you wish to travel with firearms and ammunition (sporting guns). Carrying firearms and ammunition is covered by the ICAO Technical Instruction and IATA Regulations referred to above. You must make sure that you have all the documents you need for firearms and ammunition. If you do not, we may decide not to carry them.

8.3.3 Dangerous Items

You must not take any item into the aircraft cabin if we determine its presence there could affect the safety and/or the security of the aircraft or any person on it.

You must not take antique, toy or replica guns into the aircraft cabin. You must not take swords, knives, archery bows, arrows or similar weapons into the aircraft cabin. We may either tell you to check in these items as Checked Baggage or refuse to carry them altogether.

8.3.4 Fragile, Perishable and Valuable Items

You must not include in your Checked Baggage fragile or perishable items or items of special value such as:

- money;
- jewellery;
- precious metals;

- computers;
- personal electronic devices;
- share certificates, bonds and other valuable documents;
- business documents; or
- passports and other identification documents

We are not responsible for loss of or damage to forbidden items. If, despite the fact that an item is forbidden under Article 8, you include it in your baggage, we will not be responsible for any loss or damage caused to it.

8.3.5 Right to Refuse Baggage

We may refuse to carry as baggage such items described in Article 8 that are prohibited from carriage as baggage and may refuse further carriage of any such items on discovery.

8.4 Right to Search

For reasons of safety and security we will ask to search and screen you and search, screen or x-ray your baggage. We will always try to search, screen or x-ray your baggage when you are present. However and if you are not available, we will have unconditional right to search your baggage in your absence. If you do not allow us to carry out the necessary safety and security searches, screening and x-rays, we will refuse to carry you and your baggage. We will do our best endeavors and will provide the maximum care during searching and screening your baggages. However, if a search or screening causes damage to you, or a search, screening or x-ray causes damage to your baggage, we will not be liable for such damage.

8.5 Checked Baggage

Checked Baggage must have your name or other personal identification securely affixed to it. When you check in your Checked Baggage, we will give you a Baggage Identification Tag for each piece.

We will carry your Checked Baggage, whenever possible, on the same aircraft as you, unless we decide for safety, security or operational reasons to carry it on another flight. If we carry your Checked Baggage on another flight we will deliver it to you, unless the law says you must be present for customs clearance. You recognize and agree herewith in case of transporting your baggage on other flight we will not be under any liability of whatsoever kind, nature or howsoever described as a result of late delivery of such baggages.

8.6 Unchecked Baggage

We set maximum dimensions and weights for Unchecked Baggage, which must also fit under the seat in front of you or in an enclosed storage compartment in the cabin of the aircraft. If your Unchecked Baggage exceeds the maximum dimensions or weights or does not fit under the seat

in front of you or in an enclosed storage compartment or we decide it is not safe, you must check it in as Checked Baggage, whereupon its weight will be cumulatively added to your other checked baggages and will be covered by what stated in this Condition of Carriage.. Refer to the website to view baggage limitations.

If you have an item of baggage (such as a musical instrument) larger or heavier than the maximum dimensions and weight for Unchecked Baggage but unsuitable to be carried as Checked Baggage, we will only accept this for carriage if you have given us notice in advance and permission has been granted by us. The cost of such items may be charged for separately.

8.7 Collection and Delivery of Checked Baggage

Subject to Article 8.5, you must collect your Checked Baggage as soon as we have made it available at your place of destination. If you do not collect it within the permitted time, we may charge you a storage fee. If you do not claim your Checked Baggage within three months from the date we make it available, we may dispose of it without any liability to you.

- 8.7.1 Only the person with the Baggage Identification Tag, and, if one has been issued, the Baggage Receipt, is entitled to delivery of the Checked Baggage.
- 8.7.2 If a person claiming a piece of Checked Baggage cannot produce the Baggage Identification Tag and, if one has been issued, the Baggage Receipt, we will deliver the baggage to them only on condition that they can establish to our satisfaction that the baggage is theirs and if required by us, such person shall provide us with adequate security to indemnify us for any loss, damage or expense which may be incurred by us as a result of such delivery.
- 8.7.3 If the person with a Baggage Receipt or a Baggage Identification Tag receives Checked Baggage without complaint, this will be sufficient evidence that the Checked Baggage has been delivered in good condition and according to the Contract of Carriage, unless you prove otherwise.

8.8 Animals

Except as provided below, we will not accept animals for carriage.

8.8.1 We will carry Guide Dogs accompanying sight/hearing impaired customers free of charge, together with containers and food, in addition to the normal free baggage allowance.

Acceptance for carriage of the above animals is subject to the condition that the Customer assumes full responsibility for such animal. We shall not be liable for injury to or loss, delay, sickness or death of such an animal unless caused by our fault or negligence.

8.9 Human Remains

Unless we specifically stated otherwise, human remains will not be accepted for carriage on any route. However, the carriage of human ashes will always be subject to our Carrier's Regulations (as amended).

8.10 Items Removed from Customers by Security Personnel We will not be responsible for, nor have any liability in respect of, items removed from customers' baggage by airport security personnel acting in accordance with local, international or government authority, whether or not any such items are subsequently retained or destroyed by such airport security personnel, or are passed by such airport security personnel to us.

ARTICLE 9 - SCHEDULES, DELAYS and CANCELLATIONS. DENIED BOARDING and COMPENSATION

9.1 Schedules

The flight times shown in our timetables may change between the date of publication and the date of actual travel. We do not guarantee these flight times to you and they do not form part of your Contract of Carriage with us.

Before we accept your booking, we will tell you the scheduled departure time of your flight in effect as of that time, and it will be shown on your E-ticket or Flight Confirmation Document/Itinerary and/or Receipt. It is possible that we may need to change the scheduled departure time of your flight after you have received your E-ticket. Subject you provided us with contact information, we will endeavor to notify you of any such changes.

9.1.1 If after you buy your E-ticket we make a significant change to the scheduled departure time of your flight and you find this change unacceptable and we cannot book you on another flight which you are prepared to accept you will be entitled to a refund of your fare.

9.1.2 Delays and Cancellations

At any time after a reservation has been made, we may change our schedules and/or cancel, terminate, divert, postpone or delay any flight where we reasonably consider this to be justified by circumstances beyond our control and for reasons of safety. If we do so:

- in the event of a cancellation we will make a refund in accordance with Article 10 subject to any other options you may accept as stated in our Carrier's Regulations;
- in the event of a diversion we will arrange for you to be carried by any way of transportation (at our expense) to the Agreed Stopping Place or place of destination to which the flight was intended to be bound; and

- in the event of a delay or disruption to our published schedule we will apply the procedures set out in our Carrier's Regulations.

In all cases, we will have no other liability to you in any way whatsoever save as set out in our Terms and conditions.

9.1.3 Denied Boarding Compensation

If you are denied boarding on an overbooked scheduled flight for which you have both a valid E-ticket and a confirmed reservation, we will provide extra services either as required by any law which may apply or as set out in our Travel regulations.

ARTICLE 10 - REFUNDS of FARES and TAXES, FEES and CHARGES

10.1 General

- If we fail to provide carriage in accordance with the Contract of Carriage or where a refund is payable in accordance with these Conditions of Carriage or our terms and conditions, refund of the fare for your E-ticket, or any unused part of it, and any Taxes, Fees and Charges, as applicable shall be made by us in accordance with this Article and with our fare rules and Tariffs and our Carrier's Regulations. Applicable Taxes, Fees and Charges paid at the time of issue of your E-ticket will be included in fare refunds where appropriate.
- If you don't fly with us after issuing a reservation, whether or not a refund of the fare is payable you will be entitled to claim a refund of any Taxes, Fees and Charges paid by you which as a consequence we have no obligation to pay to any Government or other authority. We reserve the right to deduct a reasonable administration fee from any such refund where you fail to fly with us despite a flight being available.
- Unless we say otherwise, we will only make a refund either to the person named on the E-ticket or to the person who paid for the E-ticket. If you want a refund you must prove to us that you are the person named on the E-ticket or, if this applies, the person who paid for the E-ticket.
- If a E-ticket has been paid for by someone other than the customer named on it and it says that there is a restriction on refund, we will only make the refund to the person who paid for the E-ticket.

10.2 Involuntary Fare Refunds

If we cancel a flight or fail to stop at your destination and no alternative flight is available, or we have refused to carry you or if a refund is otherwise due to you under these Conditions of Carriage, the amount of the refund shall be:

- if you have not used any part of the E-ticket, equal to the fare and any Taxes, Fees and Charges you have paid.
- if you have used part of the E-ticket, equal to at least the difference between the fare and any Taxes, Fees and Charges you have paid and the fare and any Taxes, Fees and Charges for travel between the points for which you have used your E-ticket.

You will not be entitled for a refund if you miss your flight and not change the booking 24 hours prior departure time

10.3 Voluntary Fare Refunds

If you are entitled to a refund of the fare for your E-ticket for reasons other than those set out in Article 10.2, the amount of the refund shall be:

- if you have not used any part of the E-ticket, the refund will be equal to the fare and Taxes, Fees and Charges you have paid, less any cancellation and reasonable administration fees.
- if you have used part of the E-ticket, the refund will be equal to the difference between the fare and Taxes, Fees and Charges you have paid and the correct fare Taxes, Fees and Charges for travel between the points for which you have used the E-ticket, less any cancellation and reasonable administration fees.

10.4 Our Right to Refuse a Fare Refund

We may decide to refuse to give you a refund if you apply for it after the end of the validity period for the E-ticket purchased.

We may decide to refuse to give you a refund if, when you arrived in a country, you presented your E-ticket to us or to government officials as evidence of your intention to leave that country, unless you can prove to us that you have permission to stay in the country or you will be leaving the country on another airline or on another form of transport.

10.5 Currency

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

ARTICLE 11 - CONDUCT ABOARD AIRCRAFT

11.1 Unacceptable Behavior

If, while you are on board the aircraft, we determine that you have put the aircraft, or any person/item onboard, in danger; deliberately interfered with the crew in carrying out their duties; failed to obey the instructions of the crew; failed to obey the seat-belt or no-smoking

signs; committed a criminal offence; allowed your physical or mental state to become affected by drink or drugs; failed to obey the crew's instructions relating to drink or drugs; made a hoax bomb threat; threatened, abused or insulted the crew or other customers or behaved in a threatening, abusive, insulting or disorderly way towards the crew or other customers or behaved in a way which causes discomfort, inconvenience, damage or injury to the crew or other customers, or in any other way behaved in breach of any law, regulation or statute, we may take any measures we determine reasonable to prevent you continuing your behavior, including restraint.

When the aircraft lands, we may decide to make you leave the aircraft; refuse to carry you on the remaining sectors of the journey shown on your E-ticket; and report the incident on board the aircraft to the relevant authorities with a view to them prosecuting you for any criminal offences you might have committed.

11.2 Diversion Costs Caused by Unacceptable Behavior if, as a result of your behavior, we divert the aircraft to an unscheduled place of destination and make you leave the aircraft, you must pay us the reasonable and proper costs of the diversion in addition to any consequential damages that may result from such diversion.

11.3 Electronic Devices

For safety reasons, we may forbid or limit operation aboard the aircraft of electronic equipment, including, but not limited to, mobile telephones; laptop computers; personal recorders; personal radios; MP3, cassette and CD players; electronic games or transmitting devices (for example, radio-controlled toys and walkie-talkies). You must not use these items when we have told you that they are not allowed. Failing to do so may result in what is stated in article 11.1 and 11.2 above.

The use of hearing aids and heart pacemakers is permitted.

ARTICLE 12 - ARRANGEMENTS for ADDITIONAL SERVICES

If we make arrangements for you with any third party to provide any services including carriage by air, or if we issue a E-ticket or voucher relating to transportation or services (including carriage by air) provided by a third party such as another airline, ground/sea transportation, hotel reservations or car rental, in doing so we act only as your agent. The terms and conditions of the third party service will apply and we shall have no liability to you except for negligence on our part in making such arrangements.

ARTICLE 13 - ADMINISTRATIVE FORMALITIES

13.1 Travel Documents

Prior to travel, you must present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries concerned, and permit us to take and retain copies thereof.

We reserve the right to refuse carriage if you have not complied with these requirements, or your travel documents do not appear (on travel time or thereafter as reasonably required) to be in order.

13.2 Refusal of Entry

If you are refused entry to a country, you must pay any fine, penalty or charge imposed on us by the government/authority concerned; any detention costs we are charged; the fare for transporting you back to your place of departure; and any other costs we reasonably pay or agree/forced to pay

We will not refund to you the fare for carrying you to the place where you were denied entry.

13.3 Customer Responsible for Fines, Detention Costs, ... etc

You must repay us fines, detention costs and other charges. If we have to pay any fine, penalty, fee, charge or costs (such as detention costs) because you have failed to obey any laws or regulations, or other travel requirements of the country to which you have traveled to or to produce the necessary documents needed by that country, you must repay us the amount we have paid as a result in addition to any administration penalty charges that we will (on our sole discretion) determine. We may take this amount from the value of any unused part of your E-ticket, or any of your money we have in our possession.

13.4 Customs Inspection

If necessary, you must be present when your baggage is inspected by customs or other Government officials. We will not be liable to you for any damage you suffer in the course of an inspection or because you are not present.

13.5 Security Screening

You must at anytime allow us, government officials or airport officials, to carry out security screening of you or your baggage. Such screening could be performed more than once.

ARTICLE 14 – LIABILITY FOR DAMAGE

14.1 These Conditions of Carriage govern our liability to you. The Conditions of Carriage of any and each other carrier involved in your journey govern its liability to you.

14.2 The liability rules of the Convention, as varied by the rest of this Article 14, will apply to international carriage, as defined in the Convention.

14.3 Our Liability for the Death Wounding or Other Bodily Injury of Customer:

14.3.1 Our liability for damages sustained in the event of death, wounding or any other bodily injury by a customer in the event of an accident shall not be subject to any financial limit, be it defined by law, convention or contract.

14.3.2 In accordance with EU Council Regulation 2027/97 the following conditions apply:

In the event of an accident, our liability is not subject to any financial limit, be it defined by law, convention or contract in respect of damages sustained in the event of death, wounding or any other bodily injury by a customer. We have insurance cover of at least 100,000 USD per customer and no less than the minimum stipulated by the Civil Aviation Authority.

14.3.3 For any damages up to the sum of the equivalent of 100,000 USD, we shall not exclude or limit our liability by proving that we and our agents have taken all necessary measures to avoid the damage or that it was impossible for us or our agents to take such measures.

14.3.4 Notwithstanding the provisions of 14.3.3, if we prove that the damage was caused by, or contributed to by, the negligence of the injured or deceased customer we may be exonerated wholly or partly from our liability in accordance with applicable law.

14.3.5 After the identity of the natural person entitled to compensation has been established, we will do our best endeavors not to delay to make available the required advance payments as such is needed to meet the immediate economic needs on a basis proportionate to the hardship suffered.

14.3.6 An advance payment shall not constitute recognition of our liability.

14.3.7 An advance payment may be offset against any subsequent sums paid on the basis of our liability.

14.3.8 An advance payment is not returnable, except in the cases described in clause 14.3.4, or in circumstances where it is subsequently proved that the person who received the advance payment caused, or contributed to, the damage by negligence or was not the person entitled to such compensation.

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

14.4 Our Liability for Damage to Baggage

14.4.1 We are not liable for damage to Unchecked Baggage.

14.4.2 Our liability for damage to Checked Baggage is limited by the Convention.

In most cases the convention provides for a limit of:

- 20 USD for each kilo of your Checked Baggage; or

If the law which applies provides for different limits of liability, those apply.

14.4.3 If the weight of your Checked Baggage is not recorded on the baggage receipt, we will assume that it is not more than the free baggage allowance for the class of carriage concerned. Your payment of the fare is a confirmation of accepting the said assumption.

14.4.4 We are not and will not be under any circumstance at anytime liable for any damage caused by your baggage.

14.4.5 You will be solely responsible for any damage caused by your baggage to other people and property, including ours.

14.4.6 We are not liable in any way whatever for damage to items which you are forbidden from including in your Checked Baggage under Article 8.3.1, 8.3.3 and 8.3.4. These items include fragile or perishable items, items with a special value, such as money, jewellery, precious metals, computers, personal electronic devices, share certificates, bonds and other valuable documents, business documents, or passports and other identification documents.

14.5 General

14.5.1 We are not liable for any damage arising from the fact that we have obeyed laws or government rules and regulations; or you have not obeyed laws or government rules and regulations.

14.5.2 Except where these Conditions of Carriage say differently, we will not be liable to you for any compensatory damages.

- 14.5.3 We shall furthermore not be liable for indirect or consequential damages of any nature whatsoever and howsoever arising.
- 14.5.4 Our Contract of Carriage with you (including these Conditions of Carriage and exclusions or limits of liability) applies to our Authorized Agents, servants, employees and representatives in the same way as it applies to us. As a result, the total amount you can recover from us and our Authorized Agents, servants, employees, and representatives will not be more than the total amount of our own liability, if any.
- 14.5.5 Unless we say otherwise, nothing in these Conditions of Carriage gives up any exclusion or limitation of liability to which we are entitled under the Convention or any laws which may apply.
- 14.5.6 Nothing in these Conditions of Carriage prevents us from excluding or limiting our liability under the Convention or any laws which apply; or gives up any defense available to us under the Convention or any laws which apply; against any public social insurance body or any person liable to pay, or who has paid, compensation for the death, wounding or other bodily injury of a customer.

ARTICLE 15 - TIME LIMITATION for CLAIMS and ACTIONS

15.1 Notice of Claims

- 15.1.1 If your Checked Baggage is damaged (including partial loss) you must advise us in writing immediately once you discover the damage and, at the latest, within (1) one day from the date you received the Checked Baggage.
- 15.1.2 If your Checked Baggage is delayed, you must advise us in writing to us within (3) three days at the latest of the Checked Baggage being made available to you.

15.2 Limitation of Actions

In case no agreement is reached, the period of limitation will be determined by the law of the court where the case is heard.

15.3 Modification and Waiver

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

ARTICLE 16 – OUR REGULATIONS

Carriage of you and your baggage is also provided in accordance with certain other regulations and conditions applying to or adopted by us. These important regulations vary from time to time and concern among other things:

- unaccompanied children;
- customers with limited mobility;
- pregnant women and sick customers;
- carriage of animals;
- forbidden items in baggage;
- restrictions on using electronic devices on board the aircraft;
- smoking and drinking alcohol on board the aircraft; and
- limits on the measurements, size and weight of baggage.

Further details on these regulations and conditions are available on our Website or upon request.

ARTICLE 17 - INTERPRETATION

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

ARTICLE 18 – CHOICE of LAW & JURISDICTION

By buying an Air Arabia e-ticket, the passenger confirms herewith that he/she has agreed on all terms and conditions as issued and amended by the Carrier from time to time. In case of any dispute related to any/all of the services as provided by the Carrier and/or any of its authorized representatives before, during and/or after the provision of the service, such dispute shall be exclusively and solely raised, filed, submitted, registered and/or presented in front of any of the legal courts operating in the city of the country where the base of our operation is licensed by the concerned Government Authority/Department.