



## General Conditions of Carriage (Passengers and Baggage)

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# Condition of Carriage Passenger

## General

The conditions of carriage shall be available for inspection at all MS Offices at airports from which Egypt Air operates regular services.

## Article 1. Definitions

“You, “your” and “yourself” means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a ticket.

## Agreed Stopping Places

Means those places, except the place of departure and the place of destination, set out in the Ticket or shown in Egypt Air timetables as scheduled stopping places on your route.

## Airline Designator Code

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

## Authorized Agent

Means a passenger sales agent who has been appointed by EGYPTAIR to represent EGYPTAIR in the sale of air transportation on EGYPTAIR services

## Baggage

Means your personal property accompanying you in connection with your trip. Unless otherwise specified, it includes both your Checked and Unchecked Baggage.

## Baggage Check

Means those portions of the Ticket which relate to the carriage of your Checked Baggage.

## Baggage Identification Tag

Means a document issued solely for identification of Checked Baggage.

## Carrier

Means Egypt Air and the air carrier other than Egypt Ai, whose airline designator code appears on your Ticket or on a Conjunction Ticket.

## Checked Baggage

Means Baggage of which we take custody and for which we have issued a Baggage Check

## Conditions of Contract

Means those statements contained in or delivered with your Ticket or Itinerary/Receipt, which include a reference to notices and these general conditions of carriage.

## Conjunction Ticket

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

## Convention

Means whichever of the following instruments are applicable:

- The Convention for the Unification of Certain Rules Relating to International Carriage by Air .Signed at Warsaw, 12 October 1929 (herein after referred to as the Warsaw Convention)
- The Warsaw Convention as amended at The Hague on 28 September 1955."
- The Convention supplementary to the Warsaw Convention for the Unification of Certain Rules Relating to International Carriage by Air performed by a Person other than the Contracting Carrier, Signed in Guadalajara, on 18 September 1961 (hereinafter referred as Guadalajara Convention)
- The Montreal Convention 1999.

## Country of Departure

Means the country where the place of departure as herein defined is situated.

## Coupon

Means both a paper Flight Coupon and an Electronic Coupon.

## Damage

Includes death, wounding, or bodily injury to a Passenger, delay, loss, partial loss, theft or other damage, arising out of or in connection with carriage or other services thereto incidental performed by EGYPTAIR.

## 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 EGYPTAIR or on EGYPTAIR 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 the control of the passenger and/or carrier, the consequences of which could not have been avoided even if all due care had been exercised, including but not limited to cases of political instability (wars, riots, airport closure, embargoes , seizure , hostilities , unsettled

international conditions , government regulations), meteorological conditions incompatible with the operation of the flight concerned ( floods, earthquakes, hurricanes, thick fog, severe storms, snow/runway iced cover), security risks (terrorist attacks, bomb alert, hijacking, requisitioning of aircraft or seats on the flight by government order, fire or explosions, sabotage),

unexpected flight safety shortcomings (e.g. mechanical failure, defective or non functioning airport facilities such as defective navigation systems ,de-icing station , congested x-ray screening checkpoints, breakdown in airport information systems), unexpected diversions as a consequence of illness/childbirth on board and/or unruly passenger(s), epidemics, strikes that affect the operation of carrier, air traffic management decision in relation to a particular aircraft on a particular day that give rise to a long delay or the cancellation of one or more flights by that aircraft.

### **Gross Negligence**

Means any act or omission done recklessly and with knowledge that damage would probably result.

### **Incapacitated Passenger**

Means a passenger whose physical, medical or mental condition requires individual attention (on emplaning and deplaning; during flight; in an emergency evacuation; during ground handling) which is normally not extended to other passengers.

### **Itinerary/Receipt**

Means a document or documents EGYPTAIR issue to Passengers traveling on Electronic Tickets that contains the passenger name, flight information and notices.

### **Normal Fare**

Means the highest fare fixed for carriage in a given class of carriage, and any other fare denominated and published as a normal fare.

### **Passenger**

Means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket.

### **Passenger Coupon or Passenger Receipt**

Means that portion of the Ticket issued by EGYPTAIR or on EGYPTAIR behalf, which is so marked and which ultimately is to be retained by you.

### **Place of Departure**

Means the airport from which travel initially commences as shown on the ticket.

### **Place of Destination**

Means the airport where the passenger reaches his ultimate stopping place as shown on the ticket.

### **Reservation**

Which is equivalent to the term “booking” means the allotment in advance of seating or sleeping accommodation for a passenger or of space or weight capacity for baggage.

## **SDR**

Means a Special Drawing Right as defined by the International Monetary Fund.

## **Special Fare**

Means any fare which is not a normal fare.

## **Stopover**

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

## **Tariff Regulations**

Means the published fares charges and/or related conditions of carriage of an airline as 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 EGYPTAIR or on EGYPTAIR behalf, and includes the Conditions of Contract, notices and Coupons or passenger receipt contained therein.

## **Unchecked Baggage**

Means any of your Baggage other than Checked Baggage.

## **Willful Misconduct**

Means any act or omission, done with intent to cause damage.

# **ARTICLE 2 - APPLICABILITY**

## **2.1 General**

Except as provided in 2.2, 2.4 and 2.5 EGYPTAIR Conditions of Carriage apply only on those flights, or flight segments, where EGYPTAIR name or Airline Designator Code is indicated in the carrier box of the Ticket for that flight or flight segment.

## **2.2 Charter Operations**

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

## **2.3 Code Shares**

On some services EGYPTAIR have arrangements with other carriers known as "Code Shares". This means that even if you have a reservation with EGYPTAIR and hold a ticket where EGYPTAIR name or airline designator code is indicated as the carrier, another carrier may operate the aircraft. If such arrangement applies EGYPTAIR will advise you of the carrier operating the aircraft before you purchase your Ticket.

## **2.4 Overriding Law**

These Conditions of Carriage are applicable unless they are inconsistent with Tariffs or applicable law in which event such Tariffs or laws shall prevail.

If any provision of these Conditions of Carriage is invalid under any applicable law, the other provisions shall nevertheless remain valid.

## **2.5 Conditions Prevail Over Regulations**

Except as provided in these Conditions of Carriage, in the event of inconsistency between these Conditions of Carriage and any other regulations EGYPTAIR may have, dealing with particular subjects, these Conditions of Carriage shall prevail.

# **ARTICLE 3 - TICKETS**

## **3.1**

### **3.1.1**

EGYPTAIR will provide carriage only to the Passenger named in the Ticket, and you may be required to produce appropriate identification.

### **3.1.2**

A Ticket is not transferable. A ticket is not transferable. 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.

### **3.1.3**

Some Tickets are sold at discounted fares which may be partially or completely non-refundable. You should choose the fare best suited to your needs. You may also wish to ensure that you have appropriate insurance to cover instances where you have to cancel your Ticket.

### **3.1.4**

If you have a Ticket, as described in 3.1.3 above, which is completely unused, and you are prevented from traveling due to Force Majeure, provided that you promptly advise EGYPTAIR and furnish evidence of such Force Majeure, EGYPTAIR will provide you with a credit of the non-refundable amount of the fare, for future travel on EGYPTAIR, subject to deduction of a reasonable administration fee.

### **3.1.5**

The Ticket is and remains at all times the property of the issuing carrier.

### **3.1.6**

Except in the case of an Electronic Ticket, you shall not be entitled to be carried on a flight unless you present a valid Ticket containing the Flight Coupon for that flight and all other unused Flight Coupons and the Passenger Coupon. In addition, you shall not be entitled to be carried if the Ticket presented is mutilated or if it has been altered otherwise than by EGYPTAIR or EGYPTAIR Authorities Agent. In the case of an Electronic Ticket, you shall not be entitled to be carried on a flight unless you provide positive identification and a valid Electronic Ticket has been duly issued in your name .

### **3.1.7**

- a) In case of loss or mutilation of a Ticket (or part of it) by you or non presentation of a Ticket containing the Passenger Coupon and all unused Flight Coupons, upon your request EGYPTAIR will replace such Ticket (or part of it) by issuing a new Ticket, provided there is evidence, readily ascertainable at the time, that a Ticket valid for the flight(s) in question was duly issued and you sign an agreement to reimburse Egypt Air for any costs and losses, up to the value of the original ticket, which are necessarily and reasonably incurred by EGYPTAIR or another carrier for misuse of the Ticket. EGYPTAIR will not claim reimbursement from you for any such losses which result from our own negligence. The issuing carrier may charge a reasonable administration fee for this service, unless the loss or mutilation was due to the negligence of the issuing carrier, or its agent.

- b) Where such evidence is not available or you do not sign such an agreement, the carrier issuing the new Ticket may require you to pay up to the full Ticket price for a replacement Ticket, subject to refund if and when the original issuing carrier is satisfied that the lost or mutilated Ticket has not been used before the expiry of its validity. If, upon finding the original Ticket before the expiry of its validity, you surrender it to the carrier issuing the new Ticket, the foregoing refund will be processed at that time.

### 3.1.8

A ticket is valuable and you should take appropriate measures to safeguard it and ensure it is not lost or stolen.

## 3.2 Period of Validity

### 3.2.1

Except as otherwise provided in the Ticket, these Conditions, or in applicable Tariffs, (which may limit the validity of a ticket in which case the limitation will be shown on the Ticket) a Ticket is valid for:

- a) One year from the date of issue
- b) Subject to the first travel occurring within one year from the date of issue, one year from the date of first travel under the Ticket;

### 3.2.2

When you are prevented from traveling within the period of validity of the Ticket because at the time you request reservations EGYPTAIR are unable to confirm a reservation, the validity of such Ticket will be extended, or you may be entitled to a refund in accordance with Article 10.

### 3.2.3

If after having commenced your journey, you are prevented from traveling within the period of validity of the Ticket by reason of illness, EGYPTAIR may extend the period of validity of your Ticket until the date when you become fit to travel as attested to by a medical certificate, or until EGYPTAIR first flight after such date, from the point where the journey is resumed on which space is available in the class of service for which the fare has been paid.

When the flight coupons remaining in the Ticket, or in the case of an Electronic Ticket, the electronic coupon, involve one or more Stopovers, the validity of such Ticket may be extended for not more than three months from the date shown on such certificate.

In such circumstances, EGYPTAIR will similarly extend the period of validity of Tickets of other members of your immediate family accompanying you.

### 3.2.4.

In the event of death of a Passenger en route, the Tickets of person accompanying the Passenger may be modified by waiving the minimum stay or extending the validity. In the event of a death in the immediate family of a Passenger who has commenced travel, the validity of the Passenger's Tickets and those of his or her immediate family who are accompanying the Passenger may likewise be modified. Any such modification shall be made upon receipt of a valid death certificate and any such extension of validity shall not be for a period longer than forty-five (45) Days from the date of the death.

## 3.3 Coupon Sequence and Use

### 3.3.1

The Ticket will not be honored and will lose its validity if all the Coupons are not used in the sequence provided in the Ticket.

### 3.3.2

The Ticket you have purchased is valid only for the transportation as

Shown on the Ticket, from the place of departure via any agreed stopping point to the final destination. The fare you have paid is based upon EGYPTAIR Tariff and is for the transportation as shown on the Ticket. It forms an essential part of our contract with you. Should you wish to change any aspect of your transportation you must contact EGYPTAIR in advance. The fare for your new transportation will be calculated and you will be given the option of

accepting the new price or maintaining your original transportation as ticketed. Should you be required to change any aspect of your transportation due to Force Majeure?

You must contact EGYPTAIR as soon as practicable and EGYPTAIR will use reasonable efforts to transport you to your next stopover point or final destination, without recalculation of the fare.

### **3.3.3**

Should you change your transportation without our agreement, EGYPTAIR will assess the correct price for your actual travel. You will have to pay any difference between the price you have paid and the total price applicable for your revised transportation. We will refund you the difference if the new price is lower but otherwise, your unused Coupons have no value.

### **3.3.4**

Please be aware that while some types of changes will not result in a change of fare others, such as changing the place of departure (for example if you do not fly the first segment) or reversing the direction you travel, can result in an increase in price. Many fares are valid only on the dates and for the flights shown on the Ticket and may not be changed at all, or only upon payment of an additional fee.

### **3.3.5**

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

### **3.3.6**

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

## **3.4 Name and Address of Carrier**

Egypt Air name may be abbreviated to our Airline Designator Code, or otherwise, in the Ticket. Egypt Air address shall be deemed to be the airport of departure shown opposite to the first abbreviation of Egypt Air name in the "carrier" box in the Ticket, or in the case of an Electronic Ticket, as indicated for Egypt Air first flight segment in the Itinerary Receipt.

# **ARTICLE 4 - FARES AND CHARGES**

## **4.1 General**

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination, unless otherwise expressly stated. Fares do not include ground transport service between airports and between airports and town terminals.

## **4.2 Applicable Fares**

Subject to Article 4.3, applicable fares are those in effect on the date of payment in full of the Ticket. Should you change your itinerary or dates of travel, this may impact the fare to be paid.

Egypt Air may increase the fare after you have made payment in full, in order to take account of increase in costs, provided that in such a case, you may cancel the Ticket and obtain, at your option, a full refund of the sums paid.

## **4.3 Taxes, Fees and Charges**

Applicable taxes, fees and charges imposed by government or other authority, or by the operator of an airport, shall be payable by you. At the time you purchase your Ticket, you will be advised of taxes, fees and charges not included in the fare known to Egypt Air, and most of these will normally be shown separately on the Ticket. However, as the taxes, fees and charges imposed on air travel are constantly changing and can be imposed after the date of

Ticket issuance you may be obliged to pay additional taxes even after the Ticket has been issued similarly in, the event any taxes fees or charges which you have paid to Egypt Air at the time of Ticket issuance are abolished or reduced such that they no longer apply to you, or a lesser amount is due, you will be entitled to claim a refund.

#### **4.4 Currency**

Fares and charges are payable in the currency of the country in which the Ticket is issued, unless another currency is indicated by Egypt Air or Egypt Air Authorized Agent at or before the time payment is made (for example, because of the non-convertibility of the local currency). We may at Egypt Air discretion, accept payment in another currency.

## **ARTICLE 5 – RESERVATIONS**

### **5.1 Reservations Requirements**

#### **5.1.1**

Reservations are not confirmed until recorded as accepted by Egypt Air or by Egypt Air Authorized Agent.

#### **5.1.2**

Certain fares have conditions which limit or exclude your right to change or cancel reservations.

### **5.2 Ticketing Time Limits**

If you have not paid for the Ticket prior to the specified ticketing time limit, as advised by Egypt Air or our Authorized Agent, Egypt Air may cancel your reservation.

### **5.3 Personal Data**

You recognize that personal data has been given to Egypt Air for the purposes of: making a reservation, purchasing a Ticket, obtaining ancillary services, developing and providing services, facilitating immigration and entry procedures, and making available such data to government agencies, in connection with your travel. For these purposes, you authorize Egypt Air to retain and use such data and to transmit it to our own offices, Authorized

Agents, government agencies, other Carriers or the providers of the above-mentioned services

### **5.4 Seating**

Egypt Air will endeavor to honor advance seating requests, however, Egypt Air cannot guarantee any particular seat. Egypt Air reserves the right to assign or reassign seats at any time, even after boarding of the aircraft. This may be necessary for operational, safety or security reasons.

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

Except in the case of travel on non-refundable fares, a reasonable service charge may be payable by you if you fail to use your reservation.

### **5.6 Reconfirmation of Reservations**

#### **5.6.1**

Onward or return reservations may be subject to the requirement to reconfirm the reservations within specified time limits. We will advise you when we require reconfirmation, and how and where it should be done. If it is required and you fail to reconfirm, we may cancel your onward or return reservations. However, if you advise us you still wish to

travel, and there is space on the flight, we will reinstate your reservations and transport you. If there is no space on the flight we will use reasonable efforts to transport you to your next or final destination.

#### **5.6.2**

You should check the reconfirmation requirements of any other carriers involved in your journey with them. Where it is required, you must reconfirm with the carrier whose code appears for the flight in question on the ticket.

### **5.7 Cancellation of Onward Reservations**

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

## **ARTICLE 6 - CHECK – IN/BOARDING**

### **6.1**

Preferred check-in times are different at every airport and Egypt Air recommend that you inform yourself about these times and honor them. Your journey will be smoother if you allow yourself ample time for check-in. Please note that airlines reserve the right to cancel reservations of Passengers who arrive at the Check-in desk later than the times indicated. Check-in times can be found in our timetable, or may be obtained from Egypt Air or Egypt Air Authorized Agents.

### **6.2**

You must be present at the boarding gate not later than the time specified by Egypt Air when you check-in. Egypt Air may cancel the space reserved for you if you fail to arrive at the boarding gate in time. Egypt Air will not be liable to you for any loss or expense incurred due to your failure to comply with the provisions of this Article.

## **ARTICLE 7 - REFUSAL AND LIMITATION OF CARRIAGE**

### **7.1 Right to Refuse Carriage**

In the reasonable exercise of our discretion, Egypt Air may refuse to carry you or your Baggage if Egypt Air have notified you in writing that Egypt Air would not at any time after the date of such notice carry you on Egypt Air flights. In this circumstance you will be entitled to a refund. We may also refuse to carry you or your Baggage if one or more of the following have occurred or Egypt Air reasonably believe may occur:

#### **7.1.1**

Such action is necessary in order to comply with any applicable government laws, regulations, or orders;

#### **7.1.2**

The carriage of you or your Baggage may endanger or affect the safety, health, or materially affect the comfort of other passengers or crew;

#### **7.1.3**

Your mental or physical state, including your impairment from alcohol or drugs, presents a hazard or risk to yourself, to passengers, to crew, or to property;

#### **7.1.4**

you have committed misconduct on a previous flight, and Egypt Air have reason to believe that such conduct may be repeated;

#### **7.1.5**

You have refused to submit to a security check;

#### **7.1.6**

You have not paid the applicable fare, taxes or charges;

#### **7.1.7**

you do not appear to have valid travel documents, may seek to enter country through which you may be in transit, or for which you do not have valid travel documents, destroy your documentation during flight or refuse to surrender your travel documents to the flight crew, against receipt, when so requested ;

#### **7.1.8**

you present a Ticket that has been acquired unlawfully, has been purchased from an entity other than Egypt Air or Egypt Air Authorized Agent, or has been reported as being lost or stolen, is a counterfeit, or you cannot prove that you are the person named in the Ticket;

#### **7.1.9**

You have not used the coupons in sequence, or you present a Ticket which has been issued or altered in any way, other than by Egypt Air or its Authorized Agent, or the Ticket is mutilated;

#### **7.1.10**

You fail to observe our instructions with respect to safety or security;

#### **7.1.11**

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

## **7.2 Special Assistance**

Acceptance for carriage of unaccompanied children, incapacitated persons, pregnant women, and persons with illness or other people requiring special assistance is subject to prior arrangement with Egypt Air. Passengers with disabilities who have advised Egypt Air of any special requirements they may have at the time of ticketing, and been accepted by Egypt Air, shall not subsequently be refused carriage on the basis of such disability or special requirements.

# **ARTICLE 8 - BAGGAGE**

## **8.1 Free Baggage Allowance**

You may carry some Baggage, free of charge, subject to Egypt Air conditions and limitations, which are available upon request from EGYPTAIR or EGYPTAIR Authorized Agents and are available at EGYPTAIR offices and check-in counters.

## **8.2 Excess Baggage**

**8.2.1** You will be required to pay a charge for carriage of Baggage in excess of the free Baggage allowance. These rates are available from EGYPTAIR upon request and are available at Egypt Air offices and check-in counters.

**8.2.2** 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.

Carrier will accept only an excess value declaration on checked baggage on its own flights.

## **8.3 ITEMS UNACCEPTABLE AS BAGGAGE**

**8.3.1** You must not include in your Baggage:

**8.3.1.1** items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations, and in Egypt Air regulations (further information is available from Egypt Air on request) ;

**8.3.1.2** Items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from, or to;

**8.3.1.3** Items which are reasonably considered by EGYPTAIR to be unsuitable for carriage because they are dangerous, unsafe or by reason of their weight, size, shape or character, or which are fragile or perishable having regarded to, among other things, the type of aircraft being used. Information about unacceptable items is available upon request.

**8.3.2** Firearms and ammunition other than for hunting and sporting purposes are prohibited from carriage as Baggage. Firearms and ammunition for hunting and sporting purposes may be accepted as Checked Baggage. Firearms must be unloaded with the safety catch on, and suitably packed. Carriage of ammunition is subject to ICAO and IATA regulations as specified in 8.3.1.2.

**8.3.3** Weapons such as antique firearms, swords, knives and similar items may be accepted as Checked Baggage, at Egypt Air discretion, but will not be permitted in the cabin of the aircraft.

**8.3.4** You must not include in Checked Baggage money, jeweler, precious metals, computers, personal electronic devices, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples.

**8.3.5** If, despite being prohibited, any items referred to in 8.3.1, 8.3.2 and 8.3.4 is included in your Baggage, EGYPTAIR shall not be responsible for any loss or damage to such items.

## **8.4 Right To Refuse Carriage**

**8.4.1** Subject to paragraph 8.3.2, EGYPTAIR will refuse to carry as Baggage the items described in 8.3. And EGYPTAIR may refuse further carriage of any such items upon discovery.

EGYPTAIR may refuse to carry as Baggage any item reasonably considered by Egypt Air to be unsuitable for carriage because of its size, shape, weight, Content or character, or for safety or operational reasons, or the comfort of other passengers. Information about unacceptable items is available upon request.

EGYPTAIR may refuse to accept Baggage for carriage unless it is in EGYPTAIR reasonable opinion properly and securely packed in suitable containers. Information about packing and containers unacceptable to Egypt Air is available upon request.

## **8.5 Right Of Search**

For reasons of safety and security EGYPTAIR may request that you permit a search, x-ray or other type of scan be made of your person and Baggage. If you are not available, your Baggage may be searched in your absence for the purpose of determining whether you are in possession of or whether you're Baggage contains any item described in 8.3.1 Or any firearms, ammunition or weapons, which have not been presented to us in accordance with 8.3.2 or 8.3.3. If you are unwilling to comply with such request EGYPTAIR may refuse to carry you and your Baggage. In the event an x-ray or other scan causes damages to you or your Baggage, EGYPTAIR shall not be liable for such damage unless due to Egypt Air fault or negligence.

## **8.6 Checked Baggage**

### **8.6.1**

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

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

Checked Baggage will, whenever possible, be carried on the same aircraft as you, unless EGYPTAIR decide for safety, security or operational reasons to carry it on an alternative flight.

If your Checked Baggage is carried on a subsequent flight EGYPTAIR will deliver it to you, unless applicable law requires you to be present for customs clearance.

## **8.7 UNCHECKED BAGGAGE**

### **8.7.1**

Egypt Air may specify maximum dimensions for Baggage which you carry on to the aircraft. If EGYPTAIR have not done so, Baggage which you carry on to the aircraft must fit under the seat in front of you or in an enclosed storage compartment in the cabin of the aircraft. If your Baggage cannot be stored in this manner, or is of excessive weight, or is considered unsafe for any reason, it must be carried as Checked Baggage.

### **8.7.2**

Objects not suitable for carriage in the cargo compartment (such as delicate musical instruments), and which do not meet the requirements in 8.7.1 above, will only be accepted for carriage in the cabin compartment if you have given EGYPTAIR notice in advance and permission has been granted by EGYPTAIR. You may have to pay a separate charge for this service.

## **8.8 Collection And Delivery Of Checked Baggage**

You are required to collect your Checked Baggage as soon as it is made available at your destination or Stopover. Should you not collect it within a reasonable time, EGYPTAIR may charge you a storage fee. Should your Checked Baggage not be claimed within three (3) months of the time it is made available, we may dispose of it without any liability to you.

### **8.8.2**

Only the bearer of the Baggage Check and Baggage Identification Tag is entitled to delivery of the Checked Baggage.

### **8.8.3**

If a person claiming Checked Baggage is unable to produce the Baggage check and identify the Baggage by means of a Baggage Identification Tag, we will deliver the Baggage to such person only on condition that he or she establishes to EGYPTAIR satisfaction his or her right to the Baggage.

## **8.9 Animals**

If Egypt Air agree to carry your animals they will be carried subject to the following conditions:

### **8.9.1**

You must ensure that animals such as dogs, cats, household birds and other pets, are properly crated and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit failing which, they will not be accepted for carriage. Such carriage may be subject to additional conditions specified by EGYPTAIR, which are available on request.

### **8.9.2**

If accepted as Baggage, the animal, together with its container and food, shall not be included in your free Baggage allowance, but shall constitute excess baggage, for which you will be obliged to pay the applicable rate.

### **8.9.3**

Guide dogs accompanying Passengers with disabilities will be carried free of charge in addition to the normal free baggage allowance, subject to conditions specified by EGYPTAIR, which are available on request.

#### **8.9.4.**

Where carriage is not subject to the liability rules of the Convention, except in the case of EGYPTAIR own negligence, EGYPTAIR is not responsible for injury to or loss, sickness or death of an animal, which EGYPTAIR have agreed to carry.

EGYPTAIR will have no liability in respect of any such animal not having all the necessary exit, entry, health and other documents necessary or convenient with respect to the animal's entry into or passage through any country, state or territory and the person carrying the animal must reimburse EGYPTAIR for any fines, costs, losses or liabilities reasonably imposed or incurred by EGYPTAIR as a result.

## **ARTICLE 9 - SCHEDULES, DELAYS, CANCELLATION OF FLIGHTS**

### **9.1 Schedules**

#### **9.1.1**

Expect in case of carrier's willful misconduct or gross negligence, carrier shall not be liable for errors and missions in timetables, in other published schedules, or its web site.

#### **9.1.2**

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

### **9.2 Cancellation, Rerouting, Delays, Etc.**

We will take all necessary measures to avoid delay in carrying you and your baggage. In the exercise of these measures and in order to prevent a flight cancellation, in exceptional circumstances we may arrange for a flight to be operated on our behalf by an alternative carrier and/or aircraft.

#### **9.2.2**

Except as otherwise provided by the convention, if we cancel a flight, fail to operate a flight reasonably according to the schedule, fail to stop at your destination or stopover destination, or cause you to miss a connecting flight on which you hold a confirmed reservation, we shall, at your option, either:

##### **9.2.2.1**

Carry you at the earliest opportunity on another of our scheduled services on which space is available without additional charge and, where necessary, extend the validity of your ticket; or

##### **9.2.2.2**

Within a reasonable period of time re-route you to the destination shown on your ticket by our own services or those of another carrier, or by other mutually agreed means and class of transportation without additional charge. If the fare and charges for the revised routing are lower than what you have paid, we shall refund the difference; or

##### **9.2.2.3**

Make a refund in accordance with the provisions of article 10.2.

#### **9.2.3**

Upon the occurrence of any of the events set out in article 9.2.2, except as otherwise provide by the convention, the options outlined in article 9.2.2.1 through 9.2.2.3 are the sole and exclusive remedies available to you and we shall have no further liability to you.

#### **9.2.4**

If we are unable to provide previously confirmed space, we shall provide compensation to those passengers denied boarding in accordance with the applicable law.

### **9.3 Substitution of Carrier/Aircraft**

EGYPTAIR reserve the right to substitute an alternative carrier and/or aircraft.

## ARTICLE 10 - REFUNDS

### 10.1

EGYPTAIR will refund a Ticket or any unused portion, in accordance with the applicable fare rules or Tariff, as follows:

#### 10.1.1

Except as otherwise provided in this Article, EGYPTAIR shall be entitled to make refund either to the person named in the Ticket or, to the person who has paid for the Ticket, upon presentation of satisfactory proof of such payment.

#### 10.1.2

If a Ticket has been paid for by a person other than the passenger named in the Ticket, and the Ticket indicates that there is a restriction on refund, EGYPTAIR shall make a refund only to the person who paid for the Ticket, or to that person's order.

#### 10.1.3

Except in the case of a lost Ticket, refunds will only be made on surrender to EGYPTAIR of the Ticket and all unused Flight Coupons.

### 10.2 Involuntary Refunds

**10.2.1** If EGYPTAIR cancel a flight, fail to operate a flight reasonably according to schedule, fail to stop at your destination or Stopover, or cause you to miss a connecting flight on which you hold a reservation, the amount of the refund shall be:

**10.2.1.1** If no portion of the Ticket has been used, an amount equal to the fare paid;

**10.2.1.2** If a portion of the Ticket has been used, the refund will be not less than the difference between the fare paid and the applicable fare for travel between the points for which the ticket has been used.

### 10.3 Voluntary Refunds

#### 10.3.1

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

##### 10.3.1.1

If no portion of the Ticket has been used, an amount equal to the fare paid, less any reasonable service charges or cancellation fees;

##### 10.3.1.2

If a portion of the Ticket has been used, the refund will be an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used, less any reasonable service charges or cancellation fees.

### 10.4 Refunds on Lost Ticket

**10.4.1** If a Ticket or portion thereof is lost, upon furnishing EGYPTAIR with satisfactory proof of the loss, and payment of a reasonable administration charge, refund will be made as soon as practicable after the expiry of the validity period of the Ticket, on condition:

That the lost Ticket, or portion thereof, has not been used, previously refunded or replaced (except where the use, refund or replacement by or to a third party resulted from EGYPTAIR own negligence.

That the person to whom the refund is made undertakes, in such form as may be prescribed by EGYPTAIR, to repay to EGYPTAIR the amount refunded in the event of fraud and/or to the extent that the lost Ticket or portion thereof is used by a third party (except where any fraud or use by a third party resulted from Egypt Air own negligence).

## **10.5 Right to Refuse Refund**

### **10.5.1**

EGYPTAIR may refuse a refund where application is made after the expiry of the validity of the Ticket.

### **10.5.2**

EGYPTAIR may refuse a refund on a Ticket which has been presented to EGYPTAIR or to Government officials as evidence of intention to depart from that country, unless you establish to our satisfaction that you have permission to remain in the country or that you will depart from that country by another carrier or another means of transport.

## **10.6 CURRENCY**

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

## **10.7 By Who Ticket Refundable**

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

# **ARTICLE 11 - CONDUCT ABOARD AIRCRAFT**

## **11.1 GENERAL**

If in EGYPTAIR opinion you conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instructions of the crew including but not limited to those with respect to smoking, alcohol or drug consumption, or behave in a manner which causes discomfort, inconvenience, damage or injury to other passengers or the crew, EGYPTAIR may take such measures as EGYPTAIR deem reasonably necessary to prevent continuation of such conduct, including restraint. You may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed on board the aircraft

## **11.2 ELECTRONIC DEVICES**

For safety reasons, EGYPTAIR may forbid or limit operation aboard the aircraft of electronic equipment, including, but not limited to, cellular telephones, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices, including radio controlled toys and walkie-talkies. Operation of hearing aids and heart pacemakers is permitted.

## **ARTICLE 12 - ARRANGEMENTS FOR ADDITIONAL SERVICES**

**12.1** If EGYPTAIR make arrangements for you with any third party to provide any services other than carriage by air, or if Egypt Air issue a ticket or voucher relating to transportation or services (other than carriage by air) provided by a third party such as hotel reservations or

Car rental, in doing so Egypt Air act only as your agent for such third party, whose terms and conditions will apply.

If EGYPTAIR are also providing surface transportation to you, other conditions may apply to such surface transportation. Such conditions are available from Egypt Air upon request.

## **ARTICLE 13 - ADMINISTRATIVE FORMALITIES**

### **13.1 General**

**13.1.1** You are responsible for obtaining all required travel documents and visas and for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which you transit.

**13.1.2** EGYPTAIR 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, requirements, rules or instructions.

### **13.2 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 EGYPTAIR to take and retain copies thereof. EGYPTAIR reserve the right to refuse carriage if you have not complied with these requirements, or your travel documents do not appear to be in order.

### **13.3 Refusal of Entry**

If you are denied entry into any country, you will be responsible to pay any fine or charge assessed against EGYPTAIR by the Government concerned and for the cost of transporting you from that country. The fare collected for carriage to the point of refusal or denied entry will not be refunded by EGYPTAIR

### **13.4 Passenger Responsible For Fines, Detention Costs, Etc.**

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

### **13.5 Customs Inspection**

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

### **13.6 Security Inspection**

You shall submit to any security checks by Governments, airport officials, Carriers or by EGYPTAIR.

## ARTICLE 14 - SUCCESSIVE CARRIERS

Carriage to be performed by EGYPTAIR and other Carriers under one Ticket, or a Conjunction Ticket is regarded as a single operation for the purposes of the Convention. However, your attention is drawn to Article 15.1.d.

## ARTICLE 15 - LIABILITY

### 1. General

- a) Carriage hereunder is subject to the rules and limitations relating to liability established by the Convention, even where such carriage is not international carriage to which the Convention mandatory applies.
- b) Carrier shall be liable only for recoverable compensatory damages for proven losses and costs.
- 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.
- d) This paragraph applies to all the liability provisions on these conditions, including article 15 paragraph 2 (a) below
- e) 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 article 14.
- f) 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.
- g) 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, representatives and such persons shall not exceed the amount of carriers limits of liability.
- h) 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) Carriage hereunder is subject to the rules and limitations relating to liability established by the Convention, even where such carriage is not international carriage to which the Convention mandatory applies.
- b) Carrier shall be liable only for recoverable compensatory damages for proven losses and costs.
- 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.
- d) This paragraph applies to all the liability provisions on these conditions, including article 15 paragraph 2 (a) below
- e) 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 article 14.
- f) 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.

- g) 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, representatives and such persons shall not exceed the amount of carriers limits of liability.
- h) Unless expressly provided otherwise, nothing herein contained shall waive any exclusion or limitation of liability of carrier under the convention or applicable laws.

### **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 to 1,000 SDR's for each passenger
- b) This limit of liability does not apply when it is proven that the damage resulted from an act or omission of carrier, his servants or agents done with intent to cause damage or recklessly and with knowledge that damage would probably result, provided that in the case of such act or omission of a servant or agent, it is also proven that he was acting within the scope of his employment.
- c) The limit of liability as mentioned under subparagraph (a) of this paragraph does not apply in case the passenger has made, at the time when the checked baggage was handed over to the carrier, special declaration of interest in delivery at destination in accordance with article 8.2.2. in that case carrier would 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 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 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 article 15 paragraph c(c) shall be applicable.
- c) Notwithstanding the provisions of subparagraphs (a) and (b) of this paragraph, 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.

## **ARTICLE 16 - TIME LIMITATION ON CLAIMS AND ACTIONS**

### **16.1 Notice of Claims**

Acceptance of Baggage by the bearer of the checked Baggage without complaint at the time of delivery is sufficient evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage, unless you prove otherwise.

If you wish to file a claim or an action regarding Damage to Checked Baggage, you must notify EGYPTAIR as soon as you discover the Damage, and at the latest, within seven(7) Days of receipt of the Baggage. If you wish to file a claim or an action regarding delay of Checked Baggage, you must notify EGYPTAIR within twenty-one (21) Days from the date the Baggage has been placed at your disposal. Every such notification must be made in writing.

### **16.2 Limitation of Actions**

Any right to Damages shall be extinguished if a legal action is not brought within two years of the date of arrival at destination, or the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court where the case is heard.

## **ARTICLE 17 – MODIFICATION AND WAIVER**

No agent, employee or representative of EGYPTAIR has authority to alter, modify or waive any provision of these conditions of carriage.

## **ARTICLE 18 – OTHER CONDITIONS**

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

The carriage of unaccompanied minors, pregnant women, and sick passengers;

Restrictions on use of electronic devices and items;

The on board consumption of alcoholic beverages; and Regulations and conditions concerning these matters are available from Egypt Air upon request.