

## Air Cairo Airlines Company

# **CONDITIONS OF CARRIAGE**

## **Conditions of Carriage (Passenger and Baggage)**

### **ARTICLE 1: Definitions:**

In these conditions, except where the context otherwise requires, or except where it is otherwise expressly provided, the following expressions have the meanings respectively assigned to them:

“**Article**” means any article of these Conditions of Carriage.

‘**Air Cairo**’, “**AIRCAIRO**”, “**We, we**”, “**our, our**”, “**ourselves, ourselves**”, “**SM**”, “**MSC**” and “**us, Us**” means AIR CAIRO Airlines Company. Our address is Air Cairo Airlines Company, 6 El-Safa Street, Sheraton Heliopolis, Cairo -Egypt

“**You, “your, your” and “yourself, yourself**” means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket (See also definition for “Passenger”). Also, you include yourself and anyone else covered by Your Reservation Confirmation.

“**Agreed Stopping Places** ” means those places, except the place of departure and the place of destination, set out in the Ticket or shown in our timetables as scheduled stopping places on your route.

“**Airline Designator Code** ” the two - characters or three letters which identify a particular air carrier . For AIRCAIRO, the designator code is (SM).

“**Authorized Agent** ” means a passenger sales agent who We have appointed by us to represent AIRCAIRO in the sale of air Passenger transportation on Our services and We give access to our system to sell air transportation or services.

" **Baggage** " means your personal property accompanying you in connection with your trip. Unless otherwise specified, it consists of 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 any air carrier other than AIRCAIRO, whose airline designator code appears on your Ticket or on a Conjunction Ticket.

"**Carrier Regulations**”, “**our Regulations**” , “**our/Air Cairo regulations**” or “**our policy, our policies**” means rules, other than these Conditions of Carriage, published by Us and in effect on date of Ticket issue, governing carriage of both You and/or your Baggage and shall include any applicable tariffs in force.

“**Checked Baggage**” means portions of the Ticket, which relate to the carriage of your Baggage of which we take custody and for which we have issued a Baggage Check.

"**Check-In Deadline**” means the time limit specified by the Us by any means and which may be amended as the case may require and by which you must have completed check-in formalities and received your boarding pass.

"**Code Share**” means carriage by air which will be operated by another carrier as indicated in the Ticket.

"**Conditions Of Contract** ” means those statements contained in or delivered with your Ticket or Itinerary/Receipt, identified as such and 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 to the contract of carriage:

- The Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw, 12 October 1929 (hereinafter referred to 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 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 convention for the unification of certain rules for international carriage by Air done at Montreal on 28 May 1999 (hereinafter referred to as The Montreal Convention).

"**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, each of which entitle the named passenger to travel on the particular flight identified on it.

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

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

"**Denied Boarding**" means a refusal to accommodate passengers on a flight although they have a valid ticket, a confirmed reservation on that flight and presented themselves for check-in within the required time limit and as stipulated.

"**Electronic Coupon**" means an electronic flight coupon or other value document held in our database.

"**Electronic Ticket**" means the Itinerary / Receipt issued by or on behalf of Us, the Electronic Coupons and, if applicable, a boarding document held in our database.

"**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, US 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 including as a consequence of illness/childbirth on board and/or unruly passenger(s), pandemics, 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 (for avoidance of doubt this is not include any event that Passenger did not take all requisite and/or requirement that should be taken to avoid such event of Force Majeure).

" **Incapacitated Person** " means a passenger whose physical, medical or mental condition, reported with the evidences to US within reasonable time before the flight, of which 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 we issue to Passengers traveling on Electronic Tickets that contains the Passenger's 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 with Our consent.

"**Passenger Coupon**" Or "**Passenger Receipt**" means that portion of the Ticket issued by or on behalf of Us, 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.

"**Special Drawing Rights**" or "**SDR**" means the composite unit of currency that is a basket of currencies comprising the Euro, Japanese Yen, Pound Sterling and Us Dollar and which is used as the official unit of exchange of the International Monetary Fund. The currency values of the SDR fluctuate and are re-calculated each banking day. These values are known to most commercial bankers and are reported regularly in leading financial journals

"**Special Fare** " means any fare which is not a normal fare.

"**Stopover** " means any place set out in Your Reservation Confirmation or shown in Our timetables as a scheduled stop (regardless of duration) between the first place of departure and the last place of destination in that Reservation Confirmation.

"**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 us or legally on our behalf, and includes the Conditions of Contract, notices and Coupons or Passenger receipt contained therein.

"**Unchecked Baggage**" or "**Cabin Baggage**" means all Baggage, other than Checked Baggage Including all personal items which are carried by You aboard the aircraft. This Unchecked Baggage remains in the custody of the Passenger.

## **ARTICLE 2: Applicability**

### **2.1 General:**

2.1.1. AIR CAIRO Conditions of Carriage apply only on those flights, or flight segments, where our name or AIR CAIRO Designator Code (SM) is indicated in the carrier box of the Ticket for that flight or flight segment.

2.1.2. By Booking a Flight with Us and/or by checking in for a Flight with us, and/or any additional services provided by us, you are deemed to have accepted these General Conditions of Carriage, Our Regulations and Carrier Regulations as applicable on behalf of yourself and anyone else covered by Your Reservation Confirmation.

## **2.2 Charters, Code Shares and Additional Services:**

2.2.1. Certain flights provided by us are subject to a Charter or a Code Share Agreement.

2.2.2. In case of Charter Flights, 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.

2.2.3. In case of Code Share Flights, on some services we have arrangements with other carriers known as "Code Shares". This means that even if you have a reservation with us and hold a ticket where our name or AIRCAIRO designator code (SM) is indicated as the carrier, another carrier may operate the aircraft. The Passenger is informed of the identity of the Operating Carrier(s), at the time when the Contract of Carriage is concluded. Following conclusion of the Contract of Carriage, a Carrier other than the one specified on the Ticket may operate the Air Carriage in question and the Passenger shall be informed of the identity of the Actual Carrier, once it is known. In all cases, the Passenger shall be informed, at the latest during check-in, or in case of a connection without prior check-in, prior to boarding, in accordance with the applicable regulations.

2.2.4. The Operating Carrier shall apply its own conditions of carriage and procedures and settling claims in respect of all passengers on the Code Share Flights operated by it. You should review the rules for flights operated by another carrier under a Code Share agreement and familiarize yourself with such things as flight check-in time limits, requirements and policies regarding unaccompanied minors, carriage of animals, refusal to transport, oxygen services, irregular operations, Denied Boarding compensation and baggage allowance/ acceptance among others.

2.2.5. Notwithstanding Article 2.1 (General Provisions), if in the course of concluding the contract of carriage by air We also agree to make arrangements with third parties for the provision of additional services to You, We shall make such arrangements only as the Supplier's agent and shall have no liability to You (except for any negligence on Our part) in making such arrangements because The period of the carriage by air does not extend to any carriage by land, by sea or by inland waterway performed outside an airport. The Prices offered for such additional services are offered by the relevant third-party provider and acceptance of the quote authorizes us to make full payment of the cost to the relevant third party on your behalf.

## **2.3 Overriding Law:**

These Conditions of Carriage are applicable unless they are inconsistent with our 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.

## **2.4 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 AIRCAIRO may have, dealing with particular subjects, these Conditions of Carriage shall prevail.

**2.5 English language text prevails:**

These Conditions of Carriage may be reproduced in several languages. If there is any inconsistency between the English text and a non-English text, the English text will prevail unless applicable law requires otherwise. The English text can be viewed on our Website.

**ARTICLE 3: Tickets:****3.1 General Provisions:**

3.1.1. A Ticket is valuable and You should take appropriate measures to safeguard it and ensure that it is not lost or stolen, we will provide carriage only to the Passenger holding such Ticket or holding as proof of payment or part payment, any other Carrier's document issued by another Carrier or its authorized agent. The Ticket is and remains at all times the property of US or the issuing carrier. Your Ticket constitutes prima facie evidence of the Contract of Carriage between You and us. We will provide carriage only to the Passenger named in the Ticket. You may not be entitled to be carried on a Flight if the Ticket presented is tampered with, or if it has been altered otherwise than by us or Our Authorized Agent. You will also be required to produce positive photographic identification identifying you as the Passenger named in the Ticket and/or the reservation System, a valid travel documentation in the form of a passport, and any visa or other documentation required, satisfying the relevant authorities for the carriage you are undertaking.

The ticket constitutes prima evidence of the contract of carriage between AIRCAIRO and the passenger. The Conditions of Contract contained in the ticket are a summary of the provisions of these Conditions of Carriage.

You will not be entitled to be carried on a flight unless you present a Ticket valid and duly issued in accordance with Our regulations and containing the coupon for that flight and all other unused flight coupons and the Passenger Coupon. Furthermore, you will not be entitled to be carried if the Ticket presented is mutilated or if it has been altered otherwise than by us, or by our Authorized Agent. In the case of an electronic ticket.

In case of loss or mutilation of a Ticket, or part thereof, or non-presentation of a Ticket containing the Passenger coupon and all unused flight coupons, upon your request we 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 flights in question was duly issued and you sign an agreement to reimburse us for the costs and losses, which are necessarily and reasonably incurred by us or another carrier for misuse of the ticket. We will not claim reimbursement from you for any such losses, which result from our own negligence. We or the issuing carrier may charge a reasonable administration fee for this service (which in our case will be no less than US\$30 (or the local currency equivalent)).

3.1.2. A Ticket is not transferable:

(a) A Ticket is not transferable except as required by any locally applicable laws, particularly for those having a package holiday. 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.

(b) You cannot transfer your Booking Confirmation to another person, and name changes will not be permitted.

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. Many special fares are valid only on the dates and for the flights shown on the ticket and may not be able to change at all, or if shown differently on the Ticket may be changed only on payment of an additional fee.

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, if the prevention is not by US, provided that you promptly advise us and furnish evidence of such Force Majeure, we will provide you with a credit of the non-refundable amount of the fare, for future travel onus, subject to deduction of a reasonable administration Electronic costs/fees.

3.1.4. Tickets will be issued for all Bookings. Fares are not guaranteed until ticketed.

3.1.5. Once the Ticket is purchased, the system will generate a Ticket, you will need to use it to access the airport and check-in. We are not responsible for any misleading advice or any failure or mistake by the Authorized Agent or failure due to the integration between our reservation system and any other sub-systems such as but not limited to online payment systems, online travel agent Systems, etc.

3.1.6. You are responsible to note all Travel Regulations mentioned while and after booking. We will consider these Travel Regulations as accepted by you if you complete Your Booking.

3.1.7. You are responsible for the correctness of all information provided by you at the time of Booking including your telephone number and email address which should be valid and working and will be used for all our communication with you.

**3.1.8. Changes to Bookings:**

- a) If you wish to change Your Booking, you may do so in accordance with the terms and conditions of your ticket fare and a new Ticket will be confirmed and issued only upon payment of any applicable difference in fares, fees and charges as detailed in Our Travel Regulations and advised to you by us or by Our Authorized Agent.
- b) If you wish to cancel Your Booking, you may do so in accordance with the terms and conditions of Your Contract of Carriage
- c) Certain Fares are subject to conditions that limit or exclude the possibility of modifying or cancelling.
- d) If you wish to change the name, you can apply for a name change if the reservation has been paid for, to change the name of the passenger, you will be required to pay the name change fee, as well as any fare difference if applicable. Please note that you are required to complete this process at least 24 hours prior to the scheduled time of departure.
- e) Certain Fares are subject to conditions that limit or exclude the possibility of a name change.

**3.1.9 Extension of Validity**

If you are prevented from travelling within the period of validity of the Ticket because of us:

1. We cancel the flight on which you hold a reservation; or
2. Omit a scheduled stop, being your place of departure, place of destination or a stopover; or
3. Fail to operate a flight reasonably according to schedule; or
4. Cause you to miss a connection; or
5. Substitute a different class of service; or
6. Are unable to provide previously confirmed space.

The Validity of your Ticket will be extended until our first flight on which space is available in the class of service for which the fare has been paid.

**3.1.10 Inability to Provide Space**

When a Passenger holding a Ticket is prevented from travelling within the period of validity of the Ticket because, at the time such Passenger requests reservation, we are unable to provide space on the flight, the validity of that passenger's Ticket will be extended in accordance with our Regulations.

**3.1.11. Service on board:**

We do not make any guarantees about the provision/availability of in-flight entertainment equipment and advertised programs; advertised meals; or the availability of advertised in-flight services. We do not guarantee that meals will always conform to their exact description. This is because they have been prepared by third parties to our order. We do not accept requests for nut free

meals, and we do not guarantee that the environment aboard our aircraft will be nut or nut produce.

### **3.1.12. Period of Validity:**

Unless otherwise provided in the Ticket, these Conditions of Carriage, Travel Regulations, our Regulation or Tariffs which apply, a Ticket is only valid for the Passenger(s) named and the date(s), time(s) and Flight(s) specified on that Ticket. Your Reservation Confirmation will be invalid and will not be honored by us if not used in the sequence stated in the Reservation Confirmation. The terms of purchased fare may change the period of applicability of air ticket in the carriage by air

### **3.2. Coupon Sequence and Use**

3.2.1 The Ticket you have purchased is valid only for the transportation as shown on the Ticket, from the place of departure via any Agreed Stopping Places to the final destination. The fare you have paid is based upon our Tariff and is for the transportation as shown on the Ticket. It forms an essential part of our contract with you. The Ticket will not be honored and will lose its validity if all the Coupons are not used in the sequence provided in the Ticket.

3.2.2 Should you wish to change any aspect of your transportation you must contact us in advance. The fare for your new transportation will be calculated and you will be given the option of accepting the new price or maintaining your original transportation as ticketed.

3.2.3 Should you change your transportation without our agreement, we 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.

3.2.4 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.

3.2.5. In the event that you do not use the return trip shown on the Ticket, we shall recalculate and demand the price in accordance with the one-way fare for the leg actually flown valid at the time of first issuance of the ticket.

3.2.6 In the event you do not show up for any flight without advising us in advance, we may cancel your return or onward reservations. However, if you do advise us in advance, we may not cancel your subsequent flight reservations.

### **3.3. Name and Address of Carrier:**

Our name may be abbreviated to AIRCAIRO Designator Code (SM), or otherwise, in the Ticket. Our address shall be deemed to be the airport of departure shown opposite to the first abbreviation of our name in the "carrier" box in the Ticket, or in the case of an Electronic Ticket, as indicated for our first flight segment in the Itinerary Receipt. This should not be taken to be the place where we are domiciled or has Our principal place of business for the purpose of the applicable Convention.



## **ARTICLE 4: Fares, Taxes, Fees 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:**

4.2.1. 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. We 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.

4.2.2. Each fare is governed by a set of terms and conditions. Our fare rules vary depending on the fare selected at time of booking. For details, please see fare conditions accompanying your booking quote / confirmation.

4.2.3. Waiver: We will waive fare restrictions in the event of the death of immediate family member. Under such circumstances, passengers will be offered a refund to the original form of payment minus any applicable fees/charges, or a credit equal to the value of the original payment minus any applicable fees/charges valid for one year. This applies to any other passengers traveling on the exact same itinerary. AIR CAIRO will require the passenger to provide documentation for approve.

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

4.3.1. 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, as possible, of taxes, fees and charges not included in the fare, and most of these will normally be shown separately on the Ticket.

Such taxes, fees and charges imposed on air travel are constantly changing and can be imposed after the date that Your Ticket was booked. These amended amounts will not be shown on Your Reservation Confirmation. If any such tax, fee or charge is introduced or increased after the Ticket is booked and before Your travel, we will pass that cost onto You where We are permitted by law to do so and You will be obliged to pay it prior to departure. Any such charges, fees or taxes in addition to the Fare may be levied on You via deduction of such charges from the credit card or debit card used to make Your Booking or at an airport. Failure to make payment may affect your ability to fly with us.

4.3.2. We or Our Authorized Agents may charge you with Handling Fees in consideration of the issuing of a Ticket. Handling Fees may vary depending on the place where the ticket is purchased, type of the flight, the applicable Fare and the Ticket distribution channel. Handling Fees will not be added to the Ticket amount, but are charged separately Handling Fees are non-refundable, except where a Ticket is canceled due to our or Our Authorized Agent's error. We will inform you of the amount of the applicable Handling Fees prior to finalization of a Booking.

### **4.4 Currency:**

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

## **ARTICLE 5: Reservations**

### **5.1. Reservations Requirements**

5.1.1 We or our Authorized Agent will record your reservation(s). Upon request we will provide you with written confirmation of your reservation (s).

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

5.1.3. The carrier may cancel the reservation of a passenger who has not paid for the ticket or who has not completed credit arrangements with the carrier prior to the specified ticketing time limit. If you have not paid for your Ticket (or made credit arrangements with us) prior to the specified ticketing time limit, we may cancel your reservation.

### **5.2. Personal Data**

- a) For sake of reservation, the passenger shall take note of submitting a carrier to relevant authorities with his/her personal data for the following purposes: reservations, flight purchase, additional service provision such as hotel booking and car lease, creating and providing a special service such as special equipment for persons with reduced mobility, immigration and entry formalities facilitation and information relating to the trip.
- b) Within the scope defined in the applicable legal provisions, the passenger shall explicitly authorize the carrier to save data to this end, use them and submit to its offices, authorized representatives, authorities and other carriers or suppliers of the mentioned services.
- c) The carrier shall be eligible to provide personal data of passengers to third parties, if the damage was caused to other passengers or other passengers were injured.
- d) We may also monitor and/or record your telephone conversations with Us to ensure consistent service levels, prevent/detect fraud and for training purposes.
- e) Without prior consent of a passenger, his/her personal data shall not be used in the marketing activity. The Privacy policy is available on the carrier websites.
- F) We are entitled to transmit your personal data and all personal reservation data in connection with your flight to domestic and foreign authorities (for example USA and Canada, etc.) if these authorities request us to do so due to compelling legal rules and regulations in order to fulfill the contract of carriage

### **5.3. Seating**

We will endeavor to honor advance seating requests, however, we cannot guarantee any particular seat. We reserve the right to utilize, assign or reassign seats at any time, even after boarding of the aircraft at our sole discretion. This may be necessary for operational; safety or security reasons and you agree to accept any seat that may be allotted on the flight in the class of service for which the Ticket has been issued.

We reserve the right to utilize at our sole discretion any empty seat, for which a reservation has been made but where you fail to make use of that reservation. We, in utilizing such vacant seat, are under no obligation to refund the fare paid in connection with any such reservation.

### **5.4. Smoking:**

All AIR CAIRO flights are non-smoking Flights. Smoking is prohibited in all areas of the aircraft. You may not smoke in any part of an aircraft operated by us. Failure to adhere to this regulation may result in severe criminal penalties being brought against you. In addition, all disruption costs will be claimed against you by us.

### **5.5. Reconfirmation of Reservations:**

5.5.1 We do not require reconfirmation for our flights. However, other Carriers may require passenger to reconfirm onward or return reservations. Failure to comply with any such requirement may result in cancellation of any onward or return reservation.

5.5.2 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 in the Ticket.

**5.6 Cancellation of Onward Reservations:**

5.6.1 Please be advised that if you do not show up for any flight without advising us proper time in advance in accordance with our Regulations, we will cancel your return or onward reservations. However, if you do advise us in advance, we will not cancel your subsequent flight reservations.

5.6.2. We will cancel the unused part of Your Booking if you do not check-in for any Flight or if, having checked-in, you fail to present yourself at the boarding gate with your boarding pass within the time limit specified by us at check-in. A no-show, in accordance with our Regulations is the total Ticket Fare, if you fail to use space for which a reservation has been made.

**ARTICLE 6: Check-In and Boarding****6.1. Airport Check in:**

You must present Yourself for check-in sufficiently in advance of scheduled departure time of Your Flight to permit completion of check in, Government formalities and security procedures taking into consideration that:

6.1.1. Check-in Deadlines are different at every airport and may for certain circumstances varied from time to time of which we recommend you to follow thoroughly one day before the flight and before the flight with the airport authority, Us and/or our Agents, and we recommend that you inform yourself about these Check-in Deadlines and honor them. Your journey will be smoother if you allow yourself ample time to comply with the Check-in Deadlines. We reserve the right to cancel your reservations if you do not comply with at the Check-in Deadlines indicated. For any subsequent flights in your journey, you should check yourself of the Check-in Deadlines. Check-in Deadlines for our flights can be found in our timetable or may be obtained from us or our Authorized Agents and to be confirmed one day before the flight.

6.1.2. You must present your ticket number or Booking confirmation number as well as a valid passport with all the necessary required documents (e.g. entry visas, insurances, vaccination evidence in required... etc.) for your journey. If specified at the time of booking, you must present your credit card used for validation at check in. You must be present at the boarding gate not later than the time specified by us when you check-in. You must comply with the applicable Check-in Deadline and you will not be able to check-in after the Check-in Deadline. Arrival after the Check-in Deadline may result in you lose your Booking and the entire fare paid.

6.1.3. We may cancel the space reserved for you if you fail to arrive at the boarding gate on time.

6.1.4. We will not be liable to you for any loss or expense incurred due to your failure to comply with the provisions of this Article.

6.1.5. Government formalities, vaccination requirements and security procedures may vary at different airports and for particular Flights. It is your responsibility to ensure that you comply with these formalities and procedures.

6.1.6. If you have pre-booked assistance to get to the gate, please advise either the responsible member of Our Airport Staff or proceed to the pick-up point provided by the nominated Airport Authority when you arrive at the airport and they will organize the assistance for you. Please remember to allow extra time for this.

6.1.7. If you are travelling with a wheelchair, please advise the responsible member of Our Airport Staff as soon as you arrive at the airport to ensure that our staff are aware of your requirements and the assistance that you will need.

6.1.8. You should ensure that you arrive at the airport with sufficient time to go through airport security and get to the boarding gate in time for your flight.

6.1.9. The provision of assistance through the airport, onto the aircraft, off the aircraft and through the arrivals process at the destination is the responsibility of the relevant Airport Authority. Concerns about the level of service provided should be directed to the Airport Authority as appropriate.

## **6.2 At check-in:**

6.2.1 You must arrive at our check-in location and boarding gate sufficiently in advance of flight departure to permit completion of any of the Airport and government formalities and departure procedures and in any event not later than the time required by the Airport authorities and indicted by US whichever is earlier. If you fail to arrive in time at our check-in location or boarding gate or appear improperly documented and not ready to travel, we may cancel the space reserved for you and will not delay the flight. We are not liable to you for loss or expense due to your failure to comply with the provision of this article.

For tickets purchased through the website or contact centers, we may require you to present the credit card used to purchase the ticket at the time of airport check-in.

6.2.2 All Passengers, including children & infants, must present their Reservation Confirmation and all necessary travel documents including but not limited to passports, visas, insurances, health requirements, etc. at check-in. At check-in, if You do not provide necessary travel documentation required for travel to the destination of Your Booking, then You may not be allowed to travel, and this may result in You lose Your Booking and the entire fare paid.

6.2.3 At check-in we will issue your boarding pass and Baggage receipt for any Checked Baggage. It is important that you keep these with you throughout your travel.

6.2.4 Normally Airport check-in desks are open three hours and closes One-hour prior your scheduled Flight, Some Airports has a different Check-in time so please check the Check-in time mentioned in your Ticket and with the Airport in case of any circumstances. You must ensure that you have submitted Your Hold Luggage before check-in closing time, some airports require that you submit Your Hold Luggage more than one-hour prior to the scheduled time of departure of Your Flight or Your Hold Luggage will not be accepted for carriage.

6.2.5 Groups traveling under same PNR or families travelling together may pool their checked in baggage at the same time, however they must have their baggage checked-in individually so that each passenger keeps his or her own baggage claim portion with them. In the event of offloading a group member at the boarding gate due to any reason, the checked-in baggage of that group member must be off loaded.

## **6.3 Boarding and Self- off- loading decision or refusal of transport**

6.3.1 The Boarding details including but not limited to gate number or deadline will normally be specified on your boarding pass but may be changed by public announcement or otherwise. You must be present at the boarding gate at the time specified by us during check-in, but, in any event, no later than 20 minutes prior to the scheduled departure time of Your Flight or you may not be accepted for travel.

6.3.2 Your passport and travel documents will be checked as you go through the security screening point at the airport and again before you board the aircraft.

6.3.3 When arriving at the gate, you will be required to present certain information relating to Your Flight and Your identity. This will include your boarding pass for Your Flight and an acceptable form of photographic identification. Details of these identification requirements, necessary for all Flights (both international and domestic).

6.3.4 If You attend before the boarding gate any time before or after the boarding time mentioned in this Article or if you were not ready to travel and You are improperly documented, you understand and acknowledge that We will refuse to carry and We will forfeit Your seat and Your Checked Baggage will be offloaded from the aircraft without any right to claim any compensation, save as required by Applicable Law. For the avoidance of doubt, this includes your failure to submit or present information required in relation to Advanced Passenger Information requirements. Details of Our Passenger Information requirements are specified in Article 6.

6.3.5 If after check-in you and or any passengers travelling with you without valid reason decide not to travel on the service in respect of which you hold a valid boarding pass so that the aircraft is delayed whilst you and or your baggage is removed from the aircraft, we reserve the right to recover from you any and all direct costs we reasonably incur in consequence of any such delay, without prejudice of any of our right under any applicable laws, We reserve the right to apply towards any such costs the value of any unused carriage on your ticket and or any of your funds in our possession.

### **Important notice**

We shall have no obligation (including, but not limited to, an obligation to carry you on an alternative flight or offering you a refund the Ticket) or liability for any loss or expense whatsoever resulting from your failure to comply with the provisions of this Articles 7, 9. That's without prejudice of any of our rights under any applicable laws to be indemnified for any of your actions or violation.

## **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 that we would not at any time after the date of such notice carry you on our 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 we 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 we 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, fees or charges or refuse to pay the excess baggage charges.

7.1.7 You fail to observe instructions relating to Credit Card verification.

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

7.1.9. You present a Ticket that has been acquired unlawfully, has been purchased from an entity other than us or our 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 ; or Your Ticket Has been reported as being lost or stolen; or Any flight coupon has been altered by anyone other than us or another Carrier or our respective authorized Agents, or has been mutilated and we reserve the right to retain such Ticket;

7.1.10. You have failed to comply with the requirements set forth in Article 3.3 above concerning coupon sequence and use, or you present a Ticket which has been issued or altered in any way, other than by us or our Authorized Agent, or the Ticket is mutilated;

7.1.11. You fail to observe our instructions with respect to safety or security.

7.1.12. You fail to observe the non-smoking rule on board our aircraft or use of electronic equipment on board which you are not allowed to.

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

## **7.2 Special Assistance and Fit to Fly:**

### **7.2.1. General provision**

- a) The carriage of unaccompanied children, pregnant women or Passengers with Reduced Mobility, and persons with illnesses or any other persons who require special assistance, because You are unable to feed Yourself or use the toilet unassisted, or evacuate the aircraft cabin unassisted, or You have special needs requiring special equipment, we will carry You only if
  - (i) You have obtained clearance from a doctor considered sufficiently qualified by us reasonable time prior to the day of boarding; and
  - (ii) You are accompanied by a person able to assist you with your needs. Acceptance for carriage of pregnant women may be subject to prior arrangement pursuant to Article 5.3. The special conditions relating to the carriage of Passengers as referred to in this Article 5.1 are available from us and Our Authorized Agents on request and on the Air Cairo Website.
- b) It is advisable for you to inform us of Your disability or of any need for special assistance when making Your Reservation. Should a request for special assistance be made following Reservation or in accordance with the applicable Regulations, less than 48 hours prior to departure, we will exert our efforts to fulfill the request pursuant to the applicable Regulations, taking particular account of the time frame and the specific nature of the assistance requested. Should you, when checking in or boarding, require special assistance and should be accepted by us, for which a request has not timely and in accordance with this Article been made, then we have the right to refuse the Passenger pursuant to Article 10.
- c) If You have a medical background or a specific medical condition which may be affected by travelling in a pressurized cabin, it is recommended that You consult a doctor before taking a flight, and take all necessary precautions for their flight to take place without incident.

### **7.2.2. Deep vein thrombosis (DVT)**

Some studies have concluded that prolonged immobility may be a risk factor in the formation of blood clots in the legs (DVT - Deep Vein Thrombosis). If you feel You may be at risk from DVT or other health problems, consult with Your doctor before travel, of which any way will be under all your responsibilities.

### **7.2.3. Carriage of pregnant Passengers, newborn, children and infants**

A) If you are pregnant, the following precautions must be observed:

- i. We will carry you up to 28 weeks of pregnancy provided you complete the **‘Expectant Mother Indemnity Form’** which will be given to you at the time of check-in.
- ii. We will carry You after the completion of Your 28th week and up to 36 weeks of pregnancy – or up to Your 32nd week of pregnancy if You are expecting multiple births, such as twins or triplets – only if You provide to Us a medical report or letter
- iii. The medical report or letter must be written in English, signed and stamped by a doctor and recognized by health institution, stating:
  - The exact number of weeks You are pregnant,
  - Expected date of delivery,
  - The state of pregnancy is normal, and
  - Confirming that you are fit to fly for at least your outbound journey.

B) The date of issuance must not be more than seven (7) days prior to the departure date. You will also be required to complete the ‘Expectant **Mother Indemnity Form**’ which will be given to you at the time of check-in.

- i. We will not carry you after you have completed 36 weeks of pregnancy.
- ii. If you wish to travel within seven days after delivery, similar medical clearance is required.

**Please Note:**

- i) We do not represent that travel is safe for you at any particular point during your pregnancy. You must seek advice from your own medical practitioner prior to your flight. The periods referred to above are only our minimum requirements.
- ii) Some countries place limitations on the entry of non-national pregnant women. Check with the relevant embassy or consulate before you travel to confirm any further limitations.

#### **7.2.4 Carriage of unaccompanied Minors (UM)**

- a) We will not carry Minors under 6 years of age (on the date the relevant Flight commences) unless that child is accompanied by a parent or guardian who is at least 16 years of age.
- b) An accompanying parent or guardian must be travelling on the same Reservation Confirmation.

#### **7.2.5 Passenger reimbursement of medical expenses**

- a) If You fail to inform us of a mental or physical condition, or incapacity within the meaning of Article 5.1.1., and/ or If you are taken ill aboard the aircraft due to a condition pre-existing the flight (regardless of whether or not You were aware of it) or due to your pregnancy and in connection with that condition we divert the aircraft to an unscheduled place of destination or in flight return or flight(s) delayed and even if you follow the required procedures of which any way under your responsibility.
- b) You will pay to us the cost of expenses paid by us in treating you aboard an aircraft, transporting you on the ground, or paying for treatment provided by a third party. You will also pay any costs we have incurred in diverting an aircraft or in flight return or flight(s) delayed to seek medical assistance if you have contravened Articles 5 (1) to (4) We may apply towards payment due to us from you the value of any unused carriage on your Ticket or unused credits to your account with us, or any of your funds in our possession.

#### **7.2.6 Carriage of Children**

We will accept children between 6 and 11 years of age for unaccompanied transportation only on its services provided certain requirements are fulfilled. Carriage of unaccompanied minors requires prior arrangement with us depending upon the age of the child and his health and ability conditions. Regulations governing the carriage of unaccompanied minors can be obtained from our sales offices.

#### **7.2.7 Carriage of minors up to 2 years of age**

- a) A minor under 2 years of age shall be classified as a minor upon its birth up to completion of the second year of age. In case of the return flight, the date of return shall be a determining time.
- b) A minor under 2 years of age shall not be entitled to own seat and refreshment and it is carried on the lap of the accompanying person with exclusion of the use of certified child safety seat pursuant to Article 12.5 of these Conditions.
- c) On the routes operated by AIR CAIRO, the adult passenger may travel with one minor up 2 years of age as a maximum. For one row of 3 seats, one minor only up to 2 years of age shall be allowed.
- d) A minor under 2 years of age cannot be seated in a row next to the emergency exits.
- e) Infants cannot travel before 7 days after delivery and need medical clearance to travel.

## **ARTICLE 8: Baggage**

### **8.1 Free Baggage Allowance**

You may carry some Baggage, free of charge, subject to our conditions, packing and limitations, which are available upon request from us or our Authorized Agents and are available at our web site: [www.aircairo.com](http://www.aircairo.com), sales offices and check-in counters.

The transfer of unused checked or unchecked baggage allowance to any other passenger is not allowed.

### **8.2 Excess Baggage**

We reserve the right to refuse to carry Baggage in excess of the free Baggage allowance, you will be required to pay a charge for carriage of Baggage in excess of the free Baggage allowance if accepted by US. These rates are available from us upon request and are available at our sales offices and check-in counters.

### **8.3 Obligations**

8.3.1 A passenger declares that he/she is fully aware of what is inside their baggage.

8.3.2 Baggage should not be left unattended or unsupervised once it is packed and any items requested by any other person or passenger to be put in your baggage should be rejected.

8.3.3 You cannot travel using a third-party baggage.

8.3.4 It is highly recommended that you make sure that any fragile items packed are properly secured, packed and protected to avoid damage or inconvenience.

8.3.5 Your baggage should be properly locked as any prohibited items in it are out of our responsibility.

### **8.4 Items Unacceptable as Baggage**

8.4.1 There are a number of prohibited/ strictly unaccepted items that must not be present in your baggage. Failure to comply with the following rules puts you at risk as you and/or Your Baggage carriage may be refused (see also Article 10.1). In addition, you may not be allowed to claim compensation if any prohibited item wrongfully included in your Baggage sustains damage or causes damage to your Baggage.

8.4.2 Items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations, and in our regulations (further information is available from us on request) . Especially the following items are unacceptable as baggage: explosives, compressed gases, corrosives, oxidizing, radioactive or magnetized materials, materials that are easily ignited, poisonous, offensive or irritating substances, and liquids of any kind (other than liquids in passenger's unchecked baggage for his use in the course of the journey).

8.4.3 Such action is necessary to comply with any applicable government laws, regulations or orders of any state or country to be flown from, into or over; or

8.4.4 Items which are reasonably considered by us 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.

8.4.5 If you are in possession of, or your baggage includes (a) weapons of any kind, in particular side arms and sprays used for offensive or defensive purposes, (b) munitions and explosives, (c) articles which, judging by their outward appearance or markings, appear to be weapons, munitions or explosives, you have to present them to us for inspection, prior to commencement of carriage. We accept such articles for carriage only if they are carried as cargo or checked baggage in accordance with the regulations governing carriage of dangerous goods.

8.4.6 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 and 8.4.

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

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

8.4.9 If, despite being prohibited, any items referred to in 8.3 and 8.4 are included in your Baggage, we shall not be responsible for any loss or damage to such items.

### **8.5 Right to Refuse Carriage**

8.5.1 Subject to paragraph 8.4, we will refuse to carry as Baggage the items described in 8.3 and 8.4 we may refuse further carriage of any such items upon discovery.

8.5.2 We will refuse for security and/ or safety reasons to carry or continue any transfer of Baggage which contains any of the prohibited items described in Article 8.3 and 8.4 (and Article 8.7 in the case of Unchecked Baggage only), or if the Passenger has failed to comply with the obligations of Article 11 regardless of whether and when We are told, or discover, the presence of any such prohibited items.

a) We may refuse to carry as Baggage any item reasonably considered by us to be unsuitable for carriage because of its hygiene, size, shape, weight, appearance, content, character, or for safety or operational reasons or for the comfort of other passengers or configuration or nature, or refuse to continue to carry them should they be discovered during a journey. If You have any doubt about particular items, please ask for guidance from Us or Our Authorized Agents.

b) We have no obligation to take custody of refused Baggage and/or items.

c) We may refuse to carry in the hold Baggage that has not been handed over by You to Our staff prior to the Check-in deadline provided under Article 9.1.

8.5.3 We may refuse to accept Baggage for carriage unless it is in our reasonable opinion properly and securely packed in suitable containers. Information about packing and containers unacceptable to us is available upon request.

**RIGHT OF SEARCH** for reasons of safety and/or security we may request that you permit a search and scan of your person and a search, scan or x-ray of your Baggage. The carrier, when suspecting that the Passenger's Baggage may contain the items prohibited in the carriage or whose carriage may require special procedures, may search passenger's baggage in the passenger's presence. If the passenger is not present and is not therefore able to consent to Baggage check, the carrier shall be eligible to open the passenger's baggage in the presence of at least one witness, who is not an employee of the carrier, if it suspects the baggage contains items excluded from carriage or the carriage of which requires a special procedure.

a) Should the passenger refuse the baggage search request, the carrier may refuse a relevant person and/or her/his baggage for carriage.

b) The Carrier is not liable for any damage of the Baggage or its content resulting from the baggage check.

c) You must allow security checks of Your Baggage by government officials, airport officials, and who is authorized to conduct security checks and searches.

d) Upon request of police or military officials and other airlines involved in Your carriage.

e) Please note that the security authorities of some countries require that Checked Baggage is secured in such a manner that it can be opened without the possibility of causing damage in the absence of the Passenger. It is Your responsibility to make Yourself aware of and comply with any such requirements.

This right of search referred to in this Article does not impose an obligation on us, nor does the right of search whether exercised or not, constitute our agreement either expressed or implied to carry an item within your Baggage which would otherwise be precluded from carriage under this Article.

## **8.6 Checked Baggage**

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

8.6.2 Checked Baggage must have your name or other personal identification affixed to it containing Your name, full address and a telephone number at which We can contact You, securely affixed to it either as a tag or a sticker.

8.6.3 Checked Baggage will, whenever possible, be carried on the same aircraft as you, unless we decide for safety, security or operational reasons to carry it on an alternative flight. If your Checked Baggage is carried on a subsequent flight, we will deliver it to you, unless applicable law requires you to be present for customs clearance.

8.6.4. Unless We decide that Your Checked Baggage will not be carried on the same Flight as You, we will not carry Your Checked Baggage if You fail to board the aircraft on which it is loaded or, having boarded, you leave the aircraft before take-off or at a point of transit, without re-boarding.

8.6.5 We will only carry Your Excess Baggage on the same flight as You if there is suitable space available on the aircraft and You have paid the applicable extra charge for carriage of Baggage in excess of Your Free Baggage allowance.

8.6.6. You must ensure that Your Checked Baggage is sufficiently robust and well secured to withstand the usual and normal rigors of carriage by air without sustaining damage (except for fair wear and tear).

## **8.7 Unchecked Baggage**

8.7.1 We may specify maximum dimensions and/or weight for Baggage which you carry on to the aircraft. If we 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 us notice in advance and permission has been granted by us. You may have to pay a separate charge for this service.

### **ITEMS THAT SHOULD NOT BE CARRIED ON BOARD OR INCLUDED IN YOU UNCHECKED BAGGAGE:**

Real, replica or toy weapons, arms and ammunition, explosives or anything containing explosives (for example, Christmas crackers, fireworks or fire crackers) and incendiary materials; knives of any kind/type/shape or size; letter openers; metal cutlery; catapults; slingshots, razor blades and straight razor blades (excluding safety razors and accompanying cartridge blades); tradesmen's tools; darts; scissors; nail files; hypodermic needles and syringes (unless required for medical reasons and accompanied by a medical certificate confirming the medical condition necessitating carriage); knitting needles; corkscrews; sporting bats and clubs (including, for example, baseball and softball bats, golf clubs, cricket bats but excluding tennis, badminton and squash racquets); hard sporting balls (including, for example, cricket, field, hockey or billiard, snooker or pool balls); billiard, snooker or pool cues; martial arts devices.

Any article which in Our opinion, or the opinion of airport security personnel, might be used as, or adapted for use as, a weapon with the potential to cause injury or incapacitation or to represent any other security or safety threat.

(iii) Examples of the prohibited articles you are not permitted to carry it into your checked baggage:

- Explosives and incendiary substances and devices — explosives and incendiary substances and devices capable of being used to cause serious injury or to pose a threat to the safety of aircraft, including: ammunition, blasting cap, detonators and fuses, mines, grenades and other explosive military stores, fireworks and other pyrotechnics, smoke-generating canisters and smoke-generating cartridges, dynamite, gunpowder and plastic explosives.
- Smart Bags; these are bags that contain batteries either for motors or as built-in charging devices. Battery of Smart Bags must be removed from the bag before checking the bags. That is not necessary if you will carry it into the cabin as unchecked Bag unless it's prohibited by authorities Instructions or any other items disclosed by the authority of departure or arrival or us from time to time:

**Note:** Certain items of dangerous goods are permitted in passenger or crew baggage if approved by the carrier. To obtain approval Passengers have to request one week before travel to: [stations.ac@aircairo.com](mailto:stations.ac@aircairo.com) giving specifications of items to be carried.

## **8.8 Collection and Delivery of Checked Baggage**

8.8.1 Subject to Article 8.6.3, 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 reasonable time, we 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 our satisfaction his or her right to the Baggage.

8.8.4 Excess Value Declaration and Charge; currently we are not providing excess valuation facility, however at some locations we may in the future offer an excess valuation facility, you may ask for the coverage of this service if available when You by Your Ticket. We will refuse to accept an excess value declaration on Checked Baggage even if we provide such services when a portion of the carriage is to be provided by another Carrier, which does not offer the facility.

## **8.9 Animals**

If we agree to carry your Animals such as dogs, cats, household birds and other pets they will be carried subject to the following conditions:

8.9.1 You must ensure that animals are properly crated and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of export, entry or transit failing which, they will not be accepted for carriage. We reserve the right to determine the manner of carriage including weight, limit the number of animals which may be carried on a flight, taking in consideration that we don't transport Animals in Hold of Aircrafts and small Pet Animals accepted only to be transported in Passenger cabin.

8.9.2 Guide dogs accompanying Passengers with disabilities will be carried free of charge in addition to the normal free baggage allowance. The passenger's dependence upon an escort dog must be evidenced by a valid certified medical certificate, we reserve the right to determine the total weight of animal shall not exceed 15 Kg.

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

8.9.4 Where carriage is not subject to the liability rules of the Convention, we are not responsible for injury to or loss, sickness or death of an animal, which we have agreed to carry unless we have been gross negligent.

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

8.9.6 We are not liable to you for any loss you suffer because you do not have the health and vaccination certificates, entry permits, transit permits, exit permits and or other documents needed for your animals. We reserve the right to claim from you any and or all fines, costs, charges, losses, or liabilities we have paid or suffered because you did not have these documents.

8.9.7 Items Removed from Passengers by Airport Security Personnel We will not be responsible for, nor have any liability in respect of, items removed from you or your Baggage by airport security personnel acting in accordance with international or government regulations, whether or not any such items are subsequently retained or destroyed by such airport security personnel, or are passed by such airport security personnel to us.

### **Personal Belongings**

We will not accept liability for damage to and or loss or destruction of any of your personal property in consequence of your leaving it unattended in any of our aircraft and or in any property, airport facilities or vehicles we use.

## **Article 9: Schedules, Delays, Cancellation of Flights,**

### **9.1 Schedules**

9.1.1 The flight times shown in timetables may change between the date of publication and the date you actually travel. We do not guarantee them to you and they do not form part of your contract with us.

9.1.2 Before we accept your booking, we will notify you of the scheduled flight time in effect as of that time, and it will be shown on your Ticket. It is possible we may need to change the schedule flight time subsequent to issuance of your Ticket. If you provide us with contact information, we will endeavor to notify you of any such changes.

9.1.3 It is Your responsibility to give us or our Authorized Agent proper and valid contact information so that We or that Authorized Agent can try to notify You of any such change, we will not take any responsibility in the event of failure to inform you because of improper contact information has been given to us.

9.1.4. If the change is not acceptable to you, and We are unable to reserve space for You on an alternate Flight which is acceptable to You, you will be entitled to an involuntary refund in accordance with Article 13.2. Apart from this, we will have no liability to You for any loss or expense whatsoever.

9.1.5. Unless caused by Our negligent or intentional act or omission, we shall not be liable for errors or omissions in Our timetables or other publicly released timetables as to the dates or times of departure or arrival or as to the operation of any Flight.

9.1.6 We may without notice, substitute alternative carriers, or aircraft.

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

Sometimes delays in departure times and the time taken for an aircraft to fly to a destination occur because of circumstances beyond Our control (for example, bad weather or air traffic control delays or strikes ...etc.). We will take all reasonable measures necessary to avoid delay in carrying You and Your Baggage

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

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:

9.2.3 Carry you at the earlier 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

9.2.4 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 charges. If the fare and charges for the revised routing are lower than what you have paid, we shall refund the difference; or make a refund in accordance with the provisions of Article 10.2.

9.2.5 upon the occurrence of any of the events set out in article 9.2.2, except as otherwise provided by the Convention, the options outlined in article 9.2.1 through 9.2.3 are the sole and exclusive remedies available to you and we shall have no further liability to you.

9.2.6 If we are unable to provide previously confirmed space, we shall provide compensation to those passengers, in accordance with applicable law and AIR CAIRO policy.

## **9.3 Non-Carriage due to Overbooking:**

9.3.1. In case of a Denied Boarding we offer compensation, assistance and ticket refund within the scope of AIR CAIRO policy and any other applicable laws concerning this issue.

9.3.2 We will give priority to unaccompanied minor, ill and handicapped people. In all other cases, passengers will be allocated a seat on the aircraft in the order in which they check in, also taking into account any specific interests in accordance with Our Regulations.

9.3.3 When we reasonably expect to deny boarding on a flight, we first call for volunteers to surrender their reservation in exchange for benefits.

9.3.4 Except in the case of acts or omissions done with intent to cause damage or recklessly and with knowledge that damage would probably result, we shall not be liable for errors or omissions in timetables or other published schedules, or for representations made by our employees, agents or representatives as to the dates or times of departure or arrival or as to the operation of any flight.

## **9.4 Substitution of Carrier/Aircraft**

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

## ARTICLE 10: Refunds

10.1 **General**, if the Ticket is subject to refund in accordance with our Regulations the refund or any unused portion of the Ticket subject to refund, in accordance with the applicable fare rules or Tariff, will be as follows:

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

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, we shall make a refund only to the person who paid for the Ticket, or to that person's order.

### 10.2 Involuntary Refunds

10.2.1 If we 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:

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

10.2.3 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.

10.2.4 Charter Ticket Non - Refundable, Charter Tickets used as part of inclusive tour holidays are not refundable by us in any circumstances.

### 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:

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

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

### 10.4 Right to Refuse Refund

10.4.1 We may refuse a refund where application is made after the expiry of the validity of the Ticket. The Carrier may refuse refund until it receives proof of payment from a Passenger or another person who paid for the Ticket.

10.4.2 We may refuse a refund on a Ticket which has been presented to us 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.

We will not give a refund on a Ticket for any flight on which You have been refused carriage or from which You have been disembarked due to Your conduct on board the aircraft or.

10.4.3 For a stolen, forged or counterfeit Ticket.

10.4.4 For Passengers who did not comply with the conditions as stated in Article 9.

10.4.5 For Passengers that are refused Carriage by us pursuant to Article 10.1.

## 10.5 CURRENCY

All refunds will be subject to Our Regulations, government laws, rules and regulations or orders of the country in which the ticket was originally purchased and to the country in which the refund is being made. We may refund in the same manner and the same currency used to pay for the Ticket and we reserve the right to make a refund in deferent currency.

## 10.6 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.

## 10.7 Refunds to Credit Cards Accounts

Refund due to tickets paid for with credit cards can only be credited to credit card accounts originally used for the ticket purchase. The refundable amount to be paid by us will be in accordance with the rules within this article only on the basis of the amount and the currency entered in the ticket. The refundable amount to be credited to the credit card account of the card owner can vary from the originally debited amount by the credit card company for the ticket due to differences in conversion. Such variances do not entitle the recipient of the refund to a claim against us.

# ARTICLE 11: Conduct Aboard Aircraft

## 11.1 GENERAL

If, in our reasonable, opinion you conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any 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, unacceptable behavior or be unruly passenger, we may take such measures as we deem reasonably necessary to prevent continuation of such conduct, including restraint. You may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed on board the aircraft.

At all times during your carriage, you have a duty to behave in a manner which is not likely to:

- Contravene the laws of any state which has jurisdiction over the aircraft;
- Endanger, or threaten (whether by hoax threats or otherwise) the aircraft or any person or property;
- Injure or prejudice the health of other persons aboard the aircraft or create the risk or threat of injury or Damage to health;
- Cause distress to, or be complained of as materially objectionable to other persons aboard the aircraft "Crew or Passenger", such conduct includes, for example, harassment, molestation, sexual assault or abuse, taking photos or recording Videos without crew or the others consent;
- Cause, or be likely to cause, loss of or damage to Our property or that of other persons aboard the aircraft;
- Obstruct, hinder or interfere with the crew in the performance of their duties;
- Disobey any instructions of the crew or the airline properly issued for the purpose of the safety or security of the aircraft and of persons or property and/or the comfort or convenience of Passengers, including, instructions related to safety, security, seating, seat belts, smoking, consumption of alcohol or use of drugs, use of electronic equipment including, but not limited to, cellular telephones, laptop computers, PDAs, portable recorders, portable radios, CD, DVD and MP3 players, electronic games or transmitting devices (for example, radio controlled toys, etc.). See also Article 14.3 concerning decisions we make about the application of Article 14.1 to You.

For safety reasons, we 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.

In any of such cases as mentioned in this Article, the flight crew or any of our affiliates shall have the right to any of the following:

- take such measures as We consider reasonably necessary to prevent the continuation or repetition of the offending conduct, including, for example, restraining You physically, and/or removing You from the aircraft and/or refusing to carry You after a Stopover (whether made for the purpose of removing You from the aircraft or otherwise); and
- We may report the matter to any relevant police or other enforcement authority; and
- We may decide to refuse to carry You at any time in the future; and
- Divert the aircraft for the purpose of removing You from the aircraft.
- We may use the value of any unused carriage on Your Reservation Confirmation or any of your funds in our possession to pay sums due to Us from You.
- to report to the landing and departure authority to detain the Passenger and take any necessary action as they decide without any liability on our side,

If as a result of your [behavior](#), we sustained any Damages or divert the aircraft to an unscheduled place of destination and you are disembarked from the aircraft or We incur in order to: Repair or replace property lost, damaged or destroyed by You; Compensate any Passenger or crew member affected by Your Actions You will reimburse Us for any costs; and

we reserve the right to claim from you any and all damages and any proper costs of the diversion including but not limited to air traffic control charges, diversion fuel costs, airport landing charges, necessary flight crew costs and legal cost.

## 11.2. SEAT BELTS COMPULSORY

While being on your seat on board the aircraft, we recommend to fasten your seat belt during the entire flight.

## ARTICLE 12: ARRANGEMENTS FOR ADDITIONAL SERVICES

12.1 If we make arrangements for you with any third party to provide any services other than carriage by air, or if we issue a ticket or voucher relating to transportation or services (other than carriage by air) provided by a third party such as but not limited to hotel reservations or car rental, in doing so we act only as your agent. The terms and conditions of the third-party service provider will apply.

12.2 If we are also providing surface transportation to you, other conditions may apply to such surface transportation. Such co

12.3 conditions are available from us upon request.



## ARTICLE 13: Administrative Formalities

### 13.1 General

13.1.1 You are responsible for obtaining all required travel documents, vaccination 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 We 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, visa, insurance, health, vaccination and other documents required by law, regulation, order, demand or other requirement of the countries concerned, any regulations or applicable authority requirements, 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 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 you and us by the Government concerned and for the cost of transporting you from that country plus any legal cost. The fare collected for carriage to the point of refusal or denied entry will not be refunded by us.

### 13.4 Passenger Responsible for Fines, Detention Costs, etc.

If we are 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 or evidences, you shall reimburse us on demand, any amount so paid or expenditure so incurred. We may apply towards such payment or expenditure the value of any unused carriage on your ticket, or any of your funds in our possession. The value of fine or penalty can vary from country to country and may be of a higher value as the fare paid for your ticket. For your own interest, be aware to observe the admission regulations of each country you intend to travel to.

### 13.5 Customs Inspection

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

### 13.6 Security Inspection

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

## **ARTICLE 14: Successive Carriers**

Carriage to be performed by us and other Carriers under one Ticket, or a Conjunction Ticket is regarded as a single operation for the purposes of the Convention. However, we are not liable or responsible for any illness, injury, Damage or disability, including death, attributable to your physical condition or for the aggravation of such condition.

### **Article 15: Liability for Damage**

15.1 The liability of EGYPTAIR and each Carrier involved in your journey will be determined by its own Conditions of Carriage, and applicable law. Applicable law may include the Convention, and/or local laws which apply in individual countries. Our liability provisions are as follows:

15.1.1 The Convention applies to international transportation as defined in the Convention. Where the Convention applies to your transportation, our liability for claims arising out of that transportation will be subject to and governed by the rules set forth in the Convention. For domestic flights where points of departure and arrival lie within the territory of Egypt, our liability shall be subject to Egyptian Laws, including the rules of limited liability of Egyptian law of Commerce no. 17 for the year 1999.

15.1.2 Where your carriage is not subject to the liability rules of the Convention, and to the extent not in conflict with other applicable law, the following rules shall apply:

15.1.2 (a) Any liability we have for Damage, will be reduced by any negligence on your part which causes or contributes to the Damage in accordance with applicable law.

15.1.2 (b) We will be liable only for Damage occurring during carriage on flights or flight segments where our Airline is the operating air-carrier for that flight or flight segment. If we issue a Ticket or if we check Baggage for carriage on another Carrier, we do so only as agent for the other Carrier. If you have a claim for checked baggage, you may make it against the carrier performing the carriage during which the damage took place.

In the case of flights operated by us as codeshare services in association with another Carrier, we shall only be liable for damages towards passengers of our codeshare partner if we are the operator of the flight on which the damage occurs (see also Art. 15.1).

15.1.2 (c) We will not be liable for Damage to Unchecked Baggage unless such Damage is caused by our negligence.

15.1.2 (d) We are not liable for any Damage arising from our compliance with applicable laws or Government rules and regulations, or from your failure to comply with the same.

15.1.2 (e) Except where other specific provision is made in these Conditions of Carriage, we shall be liable to you only for recoverable compensatory Damages.

15.1.2 (f) We are not liable for any Damage caused by your Baggage. You shall be responsible for any Damage caused by your Baggage to other persons or property, including our property.

15.1.2 (g) We shall have no liability whatsoever for Damage to articles not permitted to be contained in Checked Baggage under Article 8.3.

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

15.1.2 (i) The contract of carriage, including these Conditions of Carriage and exclusions or limits of liability contained therein, applies to our Authorized Agents, servants, employees and representatives to

the same extent as they apply to us. The total amount recoverable from us and from such Authorized Agents, employees, representatives and persons shall not exceed the amount of our own liability, if any.

15.1.2 (j) Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability under the Convention or applicable laws, unless otherwise expressly stated.

15.1.2 (k) The limit of liability for Damage to Baggage established by local law applies to your Baggage where local law applies to your transportation instead of the Convention.

15.1.2 (l) If the applicable local law does not establish a limit of liability for damage to or loss of Baggage, then the liability limitations applicable to lost or damaged Baggage as set forth in the Montreal Convention shall apply to our liability.

15.1.2 (m) If the weight of the Checked Baggage is not recorded on the Baggage Check, it is presumed that the total weight of the Checked Baggage does not exceed the applicable free Baggage allowance for the class of carriage concerned, as provided in our regulations.

## **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.

Without the baggage check-in tag, we will not be able to receive Your claim, in case We received Your Claim Without the baggage check-in tag, your claim will be considered as a courtesy claim and there will be no liability for us. Courtesy report has no legal impact.

If you wish to file a claim or an action regarding Damage to Checked Baggage, you must notify us as soon as you discover the Damage upon receiving your baggage in arrival hall,

- The baggage shall be sought in the period of one month following the failure of delivery, the indemnity right can be enforced by the passenger thereafter. In case of finding the baggage in the period of 30 days, the indemnity right to the passenger fails to arise and he/she is obliged to return a possible amount of indemnity to Air Cairo.
- It shall be necessary to lodge indemnity claims of delayed baggage's liability in written 21 days from the day of releasing the baggage to a recipient.
- No action shall lie in the case of damage to Checked Baggage unless the person entitled to delivery complains to us forthwith after the discovery of the damage, and, at the latest, within seven days from the date of receipt; and in the case of delay, unless the complaint is made at the latest within 21 days from the date on which the Baggage has been placed your disposal. Every complaint must be made in writing and dispatched to the concerned department within the time aforesaid.

### **16.2 Limitation of Actions**

Any right to Damages shall be extinguished if a legal action is not brought within two years reckoned 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 seized the case.

## **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 – Modification and Waiver**

No agent, employee or representative of AIR CAIRO has authority to alter, modify or waive any provision of these Conditions of Carriage.

**ARTICLE 19 – Other Conditions**

Carriage of you and your Baggage is also provided in accordance with certain other regulations and conditions applying to or adopted by us. These regulations and conditions as varied from time to time are important. They concern among other things; the carriage of unaccompanied minors, pregnant women, and sick passengers, restrictions on use of electronic devices, transportation of certain dangerous articles and the onboard consumption of alcoholic beverages, vaccination requirements...etc. regulations and conditions concerning these matters are available from us upon request.

	POLAND	OBSERVATION	NOTES
Free allowance	Hand baggage	5kg	
	Luggage	20 kg	
	Infant	NO	1pcs of stroller per family
Outsized luggage	BULK		
	At the airport (OW)	Notes	
Pets in cabin (PETC)	90\$	Max. 8kg with the cage; Dimensions 45x35x20cm; AVIH is prohibited	
Excess baggage (X-BAG)	100\$	Taxed by piece at the airport – if oversized or overweight	
Bike	90\$	If the bike is packed in a container more than 23kg, it will be subjected to standard service charge for extra piece and overweight. If the bike is packed in a container more than 220cm linear (110x28x82), it will be charged for extra piece and oversized bags (160 \$)	
Sports equipment		Is acceptable as checked or unchecked baggage (up to 32 kg and/ 2 m), more than this shall be accepted as a cargo shipment	
Windsurf/surfboard	90\$	One surfboard/windsurf less than 2m and 20kg	
Golf equipment	90\$	One golf bag including one pair of golf shoes, balls and umbrella max to 32kg. Should be inclosed with a cover to prevent lost of contents.	
Diving Scopa	90\$	Diving equipment suitable packed with maximum weight of 20 (all gas cylinders are empty prior to travel)	
Kite	90\$	In cover; max 23kg/2m	
Oars	90\$	1 pair of oars or one oar case contain up to 2 oars per customer with maximum weight of 23kg and must not exceed 2m	
Angling	90\$	Angling equipment suitably packed with maximum weight of 23kg (live bait carriage is not allowed)	
Archery	90\$	Bows, arrows, bow string, armguard and quiver suitably packed in protective equipment or containers with maximum weight 23kg	
WCHR – WCHS – WCHC	FOC	No restriction; boarding first – disembark last; (WCHC – 26-29 row, max. 2)	