

# Air Calédonie General Conditions of Carriage

## Article I - Scope of application

### 1. Generalities

(a) These General Conditions of Carriage are applied to the Passenger who has agreed a Contract of Carriage with the Carrier unless as otherwise agreed between both parties.

Subject to the provisions of paragraphs 2 and 3 hereafter, these General Conditions of Carriage apply to all flights, or portions of flights, for which an Air Calédonie flight number (Designator Code "TY") appears in the "Carrier" box or on the corresponding Coupon.

(b) These General Conditions of Carriage also apply to free or reduced-Fare carriage, except as otherwise provided for in the Contract of Carriage, or in any other contractual document that links Air Calédonie to the Passenger.

(c) All carriage is subject to the General Conditions of Carriage and the Carrier's Fare regulations in force at the time of the Passenger's Reservation or, if the date cannot be determined, at the time of the beginning of carriage covered by the first flight Coupon.

(d) These General Conditions of Carriage have been drawn up pursuant to the law in force in New Caledonia. The Passenger is hereby informed that European regulations relating to air transport passenger rights are not applied to airlines based in New Caledonia, including Air Calédonie.

These General Conditions of Carriage are available upon request from Air Calédonie or its Authorized Agents and on Air Calédonie's website. ([www.air-caledonie.nc](http://www.air-caledonie.nc))

(e) The Transport of Carriage only includes carriage by the Carrier from the airport at the point of origin to the airport at the point of destination, on domestic and international flights. Accordingly, the Carrier will not be held responsible for indirect, subsidiary or consecutive damage to said Transport of Carriage. The Passenger will deal personally with possible inconveniences caused by or concerning international flights preceding or succeeding domestic flights. Consequently, the Carrier highly recommends that Passengers ensure that they leave enough time between flight transfers in order to foresee any operational incident on the domestic or international network and to take out specific travel insurance for the entire trip and their baggage.

### 2. Charters

If carriage is performed pursuant to a Charter or Code Share Agreement, these Conditions shall apply only in the event that they are included or referred to in the Charter Contract or in the Travel Memo.

### 3. Code Shares

Certain flights provided by the Carrier are liable to form the subject of a Charter or Code Share agreement with other Carriers. In some cases, another Carrier than the one designated on the Travel Memo may operate the relevant flight. In this case, the Passenger is informed of the identity of the Actual Carrier or Carriers, at the time when the Contract of Carriage is concluded, or at the latest during check-in. These General Conditions of Carriage also apply to this type of transport.

### 4. Predominance of the Law

These General Conditions of Carriage are applicable to the extent that they are not contrary to the law in force in New Caledonia or to deposited Fares in which case, said law or said Fares shall prevail. Any invalidation of one or more provisions of these General Conditions of Carriage shall not have any effect on the validity of other provisions.

## Article II – Definitions

Within these General Conditions of Carriage, the following terms are used with the meaning given below:

### Air Travel

means the carriage of a Passenger and their Baggage with or without charge by an aircraft, as defined by the applicable Convention.

### Authorized Agent

means an individual or legal entity that is authorized by the Carrier to represent the Carrier in the sale of air carriage tickets for its services.

### Baggage

means the effects and other personal items that accompany Passengers during their trip and to be carried or used by them. Unless otherwise specified, this term includes both Checked Baggage and Unchecked Baggage.

**Baggage Checked**

means the Baggage Identification Form issued to the Passenger by the Carrier, relating to the carriage of Checked Baggage with one portion attached to the Baggage and another delivered to the Passenger.

**Beneficiary**

means the Passenger or any person who can claim compensation on behalf of said Passenger, in accordance with the applicable law.

**Boarding Card**

means the document permitting access to the flight issued by the Carrier to the Passenger upon check-in.

**Cabin Baggage or Unchecked Baggage**

means all Passenger Baggage other than Checked Baggage. This Baggage remains in the custody of the Passenger. Depending on operating conditions, the acceptance, size and/or weight of Cabin Baggage may be limited by the Carrier.

**Carrier**

means Air Calédonie, which issued the E-Ticket as well as all airlines, or where appropriate sea or land companies, which carry or commit to carrying Passengers and/or baggage for this Ticket.

**Carrier Designator Code**

means the code issued by the IATA, which identifies each carrier as a member of this association using two or more alphabetical, numerical or alphanumeric characters and that is shown on the Travel Memo.

**Chartering**

means the operation whereby the Carrier delegates to another Carrier responsibility for performing all or part of the Air Carriage. Also means the operation whereby any other party that has contracted with the Passenger (for example a tour operator) entrusts the Carrier with performing all or part of the Air Carriage.

**Checked Baggage**

means Baggage of which the Carrier has agreed to take custody and for which a Baggage Identification Form has been issued.

**Check-in Deadline (CID)**

means the time limit before which Passengers must have carried out their check-in formalities and be in possession of their boarding card.

**Code Share flights or "Code Share"**

means a flight operated by an Air Carrier that can be either the Carrier with which the Passenger has concluded a Contract of Carriage, or another Carrier with which the Contracting Carrier has associated its Designator Code.

**Contract of Carriage**

means the declarations and provisions appearing on the Passenger's E-Ticket, clearly identified as such and incorporating these General Conditions of Carriage.

**Convention**

means each of the following official documents as applicable to the Contract of Carriage:

1. The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed in Warsaw on 12 October 1929 such as that which was amended at the Hague Protocol on 28 September 1955 (referred to here within as the Warsaw Convention);
2. The Convention for the Unification of Certain Rules for International Carriage by Air, signed in Montreal on 28 May 1999;
3. Some clauses of the Regulation applicable to air Carriage as operated within the European Union and made applicable in an explicit manner in New Caledonia, such as Rule CE 2027/97 of 9 October 1997 relating to air transporters' responsibility in the event of an accident appended to Rule CE 889/02 of 13 May 2002.

**Coupon or Flight Coupon**

means the portion of the E-Ticket or reservation that shows the exact points between which the Passenger is valid for carriage.

**Damage**

includes the harm that arises in the event of death or bodily injury that a Passenger may suffer or that results from a delay, total or partial loss, or any other harm arising due to Air Carriage, as defined below, or that is in direct connection therewith.

**Dangerous Goods**

means goods or objects which present a risk to health, security, objects or the environment.

**Days**

means the calendar days that include the seven days of the week.

**Electronic Ticket**

means the Ticket saved by the Carrier's computerized reservation system. The Ticket evidences the Contract of Carriage.

**Fares**

means the Fares and costs published by the Carrier.

**Force Majeure**

means circumstances of an unforeseeable, unavoidable, and external nature, that are external to the party citing them, especially: fire, explosion, flooding, cyclone, natural disasters, embargo, riot, insurrection, act of terrorism, political unrest, general strike, external strike, health crisis and third-party action. This will result in the exoneration of the debtor's obligation to execute and repair the damage caused by the failure to perform. The parties will also refer to cases of force majeure retained by the decisions of New Caledonian courts and tribunals.

**Identity documents**

means the national identity card, passport, residence permit or valid driver's license.

**IATA**

means the International Air Transport Association, the purpose of which is to encourage the development of safe, regular and economical air carriage and to promote air services and study the problems related thereto.

**Internal Flight or Domestic Flight**

means any flight for which the departure and arrival are within the territory of New Caledonia.

**International Flight**

means, as defined by the Convention, any flight for which the departure point and arrival point and, possibly, the stopover point, are located on the territory of at least two States notwithstanding stopovers or aircraft changes, or within a single State if a stopover is scheduled in another State.

**Passenger**

means any person who is in possession of a Ticket, except members of the crew, who is carried or to be carried by plane, with the Carrier's agreement.

**Passenger with Reduced Mobility**

means any person whose mobility is reduced when using transport because of any physical disability (sensory or locomotory, permanent or temporary), intellectual impairment, age or any other cause of disability, and whose situation needs special attention and adaptation to the person's needs of the services made available to all Passengers.

**Penalties**

Means the penalties charged to the Passenger by the Carrier and / or its Accredited Agent as a result of the modification or refund of an Electronic Ticket. The Passenger is informed by the Carrier or its Accredited Agent of the amount of penalties applicable before the finalization of its Booking.

**Schedules or Schedule Indicators**

means the list of departure and arrival times for the aircraft, as published by the Carrier, or under its authority, or as brought to the attention of the public by any means.

**Service Fees**

means fees charged to the Passenger by the Carrier and/or its Authorized Agent, for issue of an E-Ticket. The Passenger is informed of the amount of applied Service Fees before the reservation is finalized by the Carrier or by the Authorized Agent.

**Special Drawing Right (SDR)**

means a unit of account of the International Monetary Fund (IMF), the value of which is periodically defined.

**Stopovers**

means the points, with the exception of the points of departure and arrival, shown on the Ticket or mentioned in the Schedules as stopovers planned on the Passenger's itinerary.

**Taxes**

means the fees, taxes and charges imposed by governments, an airport operator or any other competent authority.

**Travel Memo - Reservation**

means the document that the Carrier issues during reservation which bears the Passenger name, flight coupons(s), deadline for payment and the Fare to be paid. It's not an invoice.

**Travel Memo - Ticket**

means one or more documents that the Carrier issues to the Passenger after confirmation of reservation ticket number attribution. The charged Fare and method of payment are mentioned on these documents.

**Waiting list**

means the Passenger's reservation as stated on the Travel Memo - Reservation or Ticket where the Carrier has been unable to confirm the reservation for the concerned Coupon.

**Article III – Electronic tickets**

**1. General provisions**

(a) The Ticket evidences the existence of the conclusion and content of a Contract of Carriage between the Carrier and the Passenger whose name is shown on the Memo Voyage -Ticket.

(b) The Carriage service is only provided to the Passenger named on the Memo Voyage -Ticket. The Carrier reserves the right to check the identity documents of these Passengers at any moment.

(c) An E-Ticket or Memo Voyage may not be transferred.

If a person other than the person who is to travel presents a Memo Voyage -Ticket for carriage or refund purposes, the Carrier shall not assume any liability if, while acting in good faith, it carries or refunds the person who presents the Trip Memo -Ticket.

(d) Certain Tickets, which are sold at specific Fares, are partially or totally non-modifiable and/or refundable. It is the Passenger's responsibility, when making their Reservation, to consult the conditions applicable to the use of their Ticket and, where necessary, to take out the appropriate insurance to cover the circumstances under which they might have to cancel their trip.

(e) If the Passenger is in possession of a Ticket as outlined in paragraph (d) above and has not used the ticket and is unable to travel due to a Force Majeure, as defined in Article 2, the Carrier will refund the Passenger the amount of the non-refundable Ticket for a later trip under reserve of Penalties on the condition that the Passenger informs the Carrier as soon as possible before the date of flight and that proof of Force Majeure is provided.

(f) The E-Ticket is subject to mandatory formal conditions, the Ticket shall at all times remain the property of the issuing Carrier.

(g) If a Passenger benefits from a Fare reduction or a Fare that is subject to specific conditions, the Passenger must be able, at all times during their trip, to provide the appropriate supporting documents justifying the granting of this specific Fare. Failing this, a Fare readjustment, equating to the difference between the Gross Fare initially paid and the Gross Fare that the Passenger should have paid, will be made or the Passenger may not be allowed to board the aircraft.

**2. Validity Period**

(a) Unless otherwise provided for on the E-Ticket or in these General Conditions of Carriage, and except for Fares that affect the validity period of a Ticket, as stated to the Passenger when buying the Trip Memo or on the Ticket itself, a Ticket is valid for carriage:

as from the date of use of the first Coupon, if such use occurs within one year of the date on which the Ticket is issued.

(b) If a Passenger in possession of a valid Ticket is unable to travel during the validity period of their Ticket because, when the Passenger requests a Reservation on a flight, the Carrier is not in a position to confirm the Reservation requested by the Passenger, the Ticket may be refunded according to the conditions cited in Article X hereafter.

(c) If, after having started their trip, a Passenger is prevented, for health reasons, from continuing their trip during the validity period of the Ticket, the Carrier may extend the validity of the Ticket until the date on which the Passenger is once again in a position to travel or until the date of the first available flight three months at

the most, from the date shown on the medical certificate submitted, upon presentation of an appropriate medical certificate except for special Fare conditions.

(d) In the event of the death of a Passenger during a trip, the Tickets of the persons who are accompanying the deceased Passenger may be changed.

In the event of the death of an immediate family member of a Passenger whose trip has started, the validity of their Tickets may be changed in the same way.

(e) Any change mentioned in paragraph (d) hereafter may only be made after receipt of a valid death certificate. Any extension may not exceed forty-five (45) days from the date of death.

### **3. Flight Coupon Order of Use**

(a) Tickets apply solely to carriage from the airport at the point of departure to the airport at the point of arrival. The Fare paid by the passenger corresponds to the itinerary stated on the Ticket and is an integral part of the Contract of Carriage. Tickets will not be accepted and will be invalid if the sequential order of Flight Coupons is not respected.

(b) A change in the departure or arrival point of the trip by the Passenger may result in a change in the Fare.

### **4. Modifications on Passenger Demand**

(a) If the Passenger wishes to change all or part of a trip, he/she must inform the Carrier prior to the trip. The Fare will be recalculated, Penalties could be claimed and the Passenger will then have the possibility of accepting the new price or keeping the original Carriage, as shown on the Travel Memo.

(b) If a Passenger wishes to change a Ticket for reasons of Force Majeure, as described in Article 2, which they have not used or have partially used, and provides proof of such instance of Force Majeure they must contact the Carrier as soon as possible. The latter will endeavor to transport the Passenger to the following Stopover or final destination without modifying the Fare.

(c) Each Flight Coupon will remain valid for the Fare category on the date and for the flight for which it was purchased.

### **5. Identification of the Carrier**

The Carrier's identification may be shown as an abbreviation on the Ticket, using its Designator Code or any other form.

## **Article IV - Fares, Taxes, Fees and Charges**

### **1. Fares**

Except as otherwise provided for, Fares are in Pacific Francs and apply solely to carriage from the airport at the point of departure to the airport at the point of arrival. Fares do not include ground carriage between airports or between airports and town terminals.

Applicable Fares shall be calculated in accordance with the Fares in force on the Travel Memo date, for a trip scheduled on the dates and for the itinerary shown on said E-Ticket. Any change in itinerary or trip date may have an impact on the applicable Fare.

### **2. Fees, taxes and charges**

All fees, taxes or charges imposed by governments, by any other authorities or by the airport operator shall be paid by the Passenger. When making a Reservation for their E-Ticket, Passengers will be informed of said fees, taxes or charges. These fees, taxes and charges may be created or increased after the Ticket Reservation date and the Passenger must pay the corresponding amount. Conversely, if the fees, taxes and charges are reduced or abolished, the Passenger may be refunded for the reduced or abolished amounts.

### **3. Payment Currency**

The Fares, Taxes, Service Fees and Penalties are payable in the currency of the country where the Ticket was purchased. Moreover, the Carrier may, at its discretion, accept payments in another currency.

## **Article V – Reservations**

### **1. Reservation Requirements**

(a) Reservations will only be confirmed when they are recorded in the Carrier's or Authorized Agent's computerized reservation system (confirmed status).

On the request of the Passenger, the Carrier can provide a Reservation confirmation, or a Travel Memo - Reservation.

(b) Certain Fares may be subject to conditions that limit or exclude the possibility of modifying or canceling Reservations.

### **2. Ticket payment limit**

If a Passenger has not paid for their Ticket before the specified ticketing time limit as indicated on the Travel Memo, the Reservation may be cancelled and the seat allocated to another Passenger, without any liability on the part of the Carrier.

### **3. Personal data**

Passengers shall provide the Carrier, or its Authorized Agent, with their personal data for the purpose of making a Reservation, in order that they may be contacted by the Carrier if necessary or to facilitate immigration formalities and entering the territory of a State. The Passenger authorizes the Carrier to keep the gathered data and pass it on to the Carrier's agencies, its Authorized Agents and Carriers pursuant to Article 1 above or authorized government personnel regardless of the country and subject to applicable law.

The Passenger will communicate a local mobile phone number that can be reached or, failing that, an email address that can be consulted before the journey, in order to facilitate any exchanges with the Carrier. The latter declines all responsibility if the communication or the message issued by him does not reach the Passenger, in particular because of incorrect reference or unavailability.

In accordance with the Data Protection Act of 6 January 1978, amended in 2004 and applicable in New Caledonia, the Passenger has the right to access and correct data relating to them. These rights can be exercised by sending a letter to the following address: Direction Commerciale BP 212, 98 845 Nouméa Cedex, New Caledonia. The Passenger may naturally exercise their right to object to the gathering and processing of their data.

### **4. Cancellation of Reservations on Onward or Return Flights**

If the Passenger does not show up at check-in the Carrier may cancel their onward or return reservations, unless the Passenger has informed the Carrier as according to the Fare conditions.

### **Article VI - Check-in/Boarding**

**1.** Check-In Deadlines (CID) vary from one airport to another. Passengers are advised to check this information prior to their flight. Passengers must imperatively comply with Check-In Deadlines, in order to facilitate their trip and avoid their Reservations being canceled.

**2.** Passengers must arrive at the Carrier's check-in desk sufficiently early before the flight, in order to be able to carry out all the necessary formalities for their trip; in any event, they must comply with the Check-In Deadline as decreed by the Carrier.

Should the Passenger fail to present themselves before the Check-in Deadline or should the Passenger not present all the documents allowing them to be checked-in and therefore be unable to travel, the Carrier may cancel the Passenger's Reservation, without any liability towards the Passenger.

**3.** Passengers must be present at the boarding gate at the latest by the boarding time specified to the Passenger during check-in. Should the Passenger fail to do so, the Carrier may cancel a Passenger's Reservation without any liability to the Passenger.

**4.** The Passenger must show his I.D card in conformity with the provisions related to security controls (article XII.6) at Carrier's check-in and boarding gate.

### **Article VII - Refusal and Limitation of Carriage**

#### **1. Right to refuse carriage**

At any boarding and/or connection point, the Carrier may refuse to transport a Passenger and their Baggage, if one or more of the following cases has occurred or is likely to occur:

- (a) The Passenger has not complied with the applicable regulations, especially safety and security regulations.
- (b) The carriage of the Passenger and/or of their Baggage may endanger security, health, comfort or order of the other Passengers or crew, in particular if the Passenger uses intimidation, behaves abusively and/or insultingly or uses abusive and/or insulting language to ground staff or the crew.
- (c) The Passenger's physical or mental state, including any condition caused by the consumption of alcohol or the use of drugs or medication, could present a hazard or risk to themselves, other Passengers, the crew or property.
- (d) The Passenger has compromised security, order and/or discipline when checking in for the flight or, for connecting flights, during a previous flight and the Carrier has reason to believe that such conduct may be repeated.
- (e) The Carrier has informed the Passenger by all means that the Carrier cannot transport the Passenger again. In such cases, the Ticket may be refunded.
- (f) The Passenger has refused to undergo the security checks as outlined, in particular, in Articles 8.6 and 12.6 below and/or has refused to provide proof of their identity.
- (g) The Passenger is not in a position to prove that they are the person referred to in the "Passenger name" box on the Travel Memo - Ticket.



(h) The Passenger (or the person who paid for the Ticket) has not paid the Gross Fare in force and/or the applicable Service Fees and/or Penalties and/or Taxes.

(i) The Passenger does not appear to be in possession of valid travel documents, has destroyed their travel documents during the flight, or has refused to allow copies thereof to be made and kept by the Carrier, or the Passenger's travel documents are expired, incomplete in light of the regulations in force, or fraudulent (identity theft, forgery or counterfeiting of documents).

(j) The Travel-Memo presented by the Passenger was acquired fraudulently or purchased from an unauthorized organization other or has been forged or counterfeited.

(k) The Passenger has not used his/her Flight Coupons in the sequencing order, in accordance with article 3.3 and 3.4 hereafter.

(l) The Passenger requests special assistance during check-in or boarding which has not been requested upon reservation.

In the event of (g), (i), (j) and (k) above, the Carrier reserves the right to conserve the Passenger's Ticket.

Any Passenger who causes one or several incidents recorded by the airline may be refused reservation or Ticket purchase, including access to the flight, for a limited time, at the discretion of the management of the company.

## **2. Special Assistance**

(a) The carriage of Passengers with Reduced Mobility, pregnant women and persons with illnesses or any other person who requires special assistance is subject to prior agreement with the Carrier.

Passengers who have obtained the Carrier's approval for transport upon reservation of their E-Ticket will not be refused boarding due to their handicap or their particular need for assistance.

Unaccompanied minors are not accepted on Air Calédonie flights. More specifically, all children up to eleven (11) years of age must travel with an able-bodied person aged at least eighteen years of age (18) or a parent or legal guardian. A travel companion may accompany one infant only.

(b) If a Passenger has a medical history, it is recommended that the Passenger consult a doctor before taking a flight, and take all necessary precautions for their flight to take place without incident.

Pregnant women presenting a normal pregnancy may travel without presenting extra formalities until the thirty-sixth (36<sup>th</sup>) week. As of this date, the pregnant woman must provide the Carrier with a civil liability waiver. As of the thirty-eighth week (38<sup>th</sup>), the pregnant woman must provide a medical certificate dated at least twenty-four (24) hours before the trip, stating that delivery is unlikely to take place. In any case, prior to departure, the pregnant woman must ensure that she is fit to travel under normal conditions.

Furthermore, if a request concerning paragraphs (a) and (b) above is made only upon check-in, the Carrier reserves the right to refuse boarding in accordance with paragraph 1, sub-paragraph (l), of the present Article.

## **Article VIII – Baggage**

### **1. Baggage Allowance**

All Tickets (except Infant tickets) give right to the transport "allowance" of a limited number of Baggage without an extra supplement (amount and/or weight and size). The allowance is indicated on the Travel Memo - Ticket which is legal and which must be taken into consideration in all cases. The Passenger is not entitled to overriding conditions which are not indicated on the Travel Memo at any given moment.

More information is available from the Carrier or its Authorized Agents.

### **2. Excess Baggage**

Checked Baggage that is allowed in the hold must not exceed certain weight and dimension limits, which, above a certain allowance, give rise to additional fees. The conditions for the payment of excess Baggage are available upon request from the Carrier's points of sale and those of its Authorized Agents.

### **3. Maximum Weight**

In any case, the maximum weight per baggage must not exceed twenty-three (23) kilograms.

### **4. Unaccepted items**

Passengers must not include in their Baggage:

(a) Items that are liable to endanger the aircraft, the persons or property on board, such as those specified in the Dangerous Goods Regulations of the International Civil Aviation Organization (ICAO) and the International Air Transport Association (IATA) and in the Carrier's regulations; these items include, in particular, explosives, pressurized gas, oxidizing, radioactive or magnetized substances, inflammable substances, toxic or corrosive substances and liquid substances of any kind (except for liquids contained in hand Baggage and intended for personal use by Passengers during their trip);

(b) Items whose carriage is prohibited by the applicable laws or regulations of any State to be flown, to or over;

(c) Items whose weight, dimensions, unpleasant odor, configuration, especially fragile or perishable nature, leads the Carrier to decide that they are unsuitable for transport given the type of aircraft used;

- (d) Firearms and ammunition. Only those intended for hunting or sport may be accepted as Checked Baggage, on the condition that they are unloaded and suitably packed and have the safety catch on, and subject to the Carrier's approval;
- (e) Cutting weapons, stabbing weapons and aerosols that may be used as attack or defense weapons; antique weapons, swords, knives and other weapons of this type. This type of item may not be transported in the cabin. They may nevertheless be included in Checked Baggage, subject to the Carrier's approval.
- (f) Live animals. Pets may be transported as outlined in the conditions in paragraph 10 of the present article;

In the event of fraud, the Passenger who is traveling with such unaccepted items will incur the fines, losses, repairs and other costs in relation to such a situation. If necessary, any legal proceedings may be initiated by the Carrier.

For all perishable goods, medicine, medical assistance devices, funds, jewelry, art objects, precious metals, items of value or other valuables, expensive clothing, optical or photographic apparatus, computers, electronic and/or telecommunication devices, identity documents, keys, samples, business documents, manuscripts or deeds, the Passenger is advised to place them in carry-on Baggage. The Carrier is not responsible for these items in the event of theft or loss in checked Baggage.

The Carrier also reminds Passengers that the Carrier is exempt from liability in the event of damage from resulted from the inherent defect or vice of the baggage.

The Carrier may provide the Passenger with more information concerning unaccepted objects upon request.

#### **5. Right to Refuse to Carry Baggage**

(a) At any embarkation point or any intermediate point, for safety and security reasons, the Carrier may refuse the Carriage as Baggage or the continuous Carriage of any item described in paragraph 4 here above if they are discovered during the trip. The Carrier has no obligation to take custody of refused Baggage and/or items. If the Carrier does so, it will accept no liability.

(b) The Carrier may refuse to carry as Baggage any item reasonably considered as unsuitable for Carriage due to its size, shape, weight, content or character, for safety, security or operational reasons or for the comfort and convenience of other Passengers.

(c) The Carrier may refuse to accept Baggage for Carriage if it is not properly and securely packed in suitable containers.

Information about packing and unacceptable containers and types of Baggage to the Carrier is available upon request.

#### **6. Right of Search**

For security/safety reasons the Carrier may ask the Passenger to undergo a search or a scan of their Baggage or of their person. If a Passenger is not available, their Baggage may be scanned or searched in their absence, with a view to checking, in particular, whether it contains unacceptable items. If the Passenger is unwilling to comply with such a request, the Carrier may refuse to transport them and their Baggage. In the event of a search or other scan causes Damage to the Passenger or to their Baggage, the Carrier shall not be liable for such Damage.

#### **7. Checked Baggage**

(a) As soon as Passengers have handed over their Baggage at check-in the Carrier shall take custody thereof and issue Passengers with a Baggage Check, for each item of Checked Baggage.

(b) Passengers must affix their name to their Checked Baggage.

(c) In as far as possible, Checked Baggage will be carried in the same aircraft as the Passenger unless, for operating or security/safety reasons, the Carrier decides that it will be carried on another flight. In this case, the Carrier will deliver the Baggage to the Passenger at the airport of their final destination.

(d) It is the Passengers' responsibility to ensure that the contents of their Baggage is suitably packaged and protected, in particular for fragile objects (especially musical instruments and valuables).

#### **8. Cabin or Unchecked Baggage**

(a) The Carrier decides the maximum size and/or weight for the single Baggage that the Passenger may take into the Cabin. The Carrier reserves the right to refuse it in the cabin if hold availability is sufficient. Should this information not have been specified by the crew, the cabin Baggage must be able to be placed beneath the seat in front of the Passenger or in a locker provided for this purpose.

(b) Cabin baggage remains at the Passengers' entire responsibility during the entire trip.

#### **9. Collection and Delivery of Checked Baggage**

(a) Subject to the provisions of paragraph 7 (c) of the present Article, it is the responsibility of Passengers to collect their Checked Baggage as soon as it is made available to them at the arrival points or Agreed Stopping Place points. After this point, the Carrier is no longer responsible for the delivery of the Baggage. If a Passenger does not collect Baggage within one month from the Baggage being made available to them, the Carrier may dispose of said Baggage, without being liable to the Passenger in any way.

(b) Only the bearer of the Baggage Check or the legal guardian is authorized to collect Checked Baggage.



(c) Acceptance of the Baggage by the bearer of the Baggage Check without any complaint on their part at the time of delivery constitutes a presumption, unless proven to the contrary, that the Baggage was delivered in good condition, in accordance with the Contract of Carriage.

## **10. Pets**

The carriage of pets is authorized in the hold as freight only on the condition of the Carrier's acceptance and according to the following terms:

(a) Small cats and dogs must be transported in a labelled container. The container provided by the Passenger must meet the required criteria as set down by the Carrier (especially with regard to type and format). The Carrier reserves the right to refuse said container.

(b) Female animals who are about to calve or have done so the week preceding transport are not authorized; transport of young animals or those under eight weeks (8) of age who are not weaned is forbidden, tranquilized animals are forbidden.

(c) Guide dogs and their cages accompanying Passengers with Reduced Mobility will be carried free of charge, in addition to the Baggage Allowance.

(d) Passengers must be able to provide and present valid documents required by the authorities and/or obtain authorization from official authorities (necessary according to destination).

The Carrier will not accept the transport of pets without the required documents. The Carrier is not responsible for injury to or loss, delays, sickness or death of an animal transported, unless this is due to the fault or negligence of the Carrier. In the event of fraud, absence of or incomplete legal documents, Passengers traveling with such animals must reimburse the fines, loss, compensation and all costs incurred due to such a situation.

## **Article IX - Schedules, Delays, Flight Cancellations**

### **1. Schedules**

The flights and flight Schedules listed in the Schedule Indicators published on Air Calédonie's website have no contractual value and are solely intended to inform Passengers of the flights offered by the Carrier. Said Schedule Indicators are not definitive and are liable to be changed after their publication date at any given moment and without warning. If such an event occurs, the Passenger will be informed by the Carrier if the former provided their contact details. The Passenger is however required to check with the Carrier before their departure date that the flight Schedule as figures on the Travel Memo - Ticket has not been changed.

### **2. Delays, Rerouting and Cancellation**

2.1 The Carrier will take all necessary measures to avoid delay in carrying Passengers and their Baggage. In this respect, and with the aim of avoiding canceling the carriage, the Carrier may be led to offer the Passenger carriage in another aircraft or the possibility of making the trip on another Carrier's flights and/or by any other means of carriage (ship, bus,...). If the Passenger accepts the routing, it cannot subsequently seek reimbursement of all or part of the Ticket for the Segment concerned.

2.2 If the reason for the flight cancellation is external to the Carrier, especially in the event of a force majeure as defined in article 2, the Carrier may not be held responsible for ensuing fees following the hazard which will remain the Passenger's responsibility.

2.3 When the Carrier cancels a flight or operates it with a heavy delay in relation to the scheduled time (for example, a next-day delay), or when the flight does not land at the Agreed Stopping Point or the destination, due to an internal Carrier problem, the latter must, in accordance with the Passenger:

- (a) offer the Passenger a seat on the next available flight at no extra cost or if necessary extend the Ticket validity or,
- (b) reroute the Passenger to the destination as indicated on the Ticket within an acceptable lapse of time, either fully or partially by the Carrier's aircraft or those of another carrier, or by any other means of transport or,
- (c) refund the Ticket, in accordance with Article x, paragraph 2.

In the event where the delay has been caused by the Carrier, non-residents of the island at the point of departure for the flight coupon concerned by the delay may, subject to applicable law, benefit from a restaurant and hotel voucher from partner establishments. If this has not been requested from the airline at the given moment, the Passenger will not be able to make a refund request for personal expenses at a later date.

2.4 In the cases outlined in paragraph 3 of the present Article and with the exception of provisions to the contrary as decreed by the Convention, the choices offered in sub-paragraph (b) are the only choices which the Carrier must offer the Passenger.

## **Article X - Refunds**

### **1. Generalities**

The Carrier will refund an unused E-Ticket, in whole or part, in accordance with the Ticket's Fare conditions and under the following circumstances:

- (a) Unless otherwise provided in this article, the Carrier will refund either the person whose name is on the Travel Memo - Ticket or the person who purchased the E-Ticket upon sufficient proof of purchase.
- (b) A refund for a person who presents themselves as eligible for said refund will be considered as eligible. The Carrier will not be liable for any future claim.
- (c) If the Carrier deems that the Damage is the result of negligence, omission, or wrongful conduct on the behalf of the Passenger or the legal guardian who has requested the refund, the Carrier will be fully or partially relieved from its liability to the other party.

## **2. Passenger Refund Request**

2.1 For any Segment not flown, Passengers can request a refund. This will amount to the equivalent of:

- (a) on the basis of the Fare paid for the ticket minus Service Fees and/or Penalties, if the Ticket is fully unused and according to the Carrier's refund policy,
- (b) the difference between the paid Fare and the applied Fare for the planned itinerary for which the Ticket was used, less applicable service fees and any penalties.,

2.2 Government prescriptions or any other contractual document between the Carrier and the Passenger may exclude possible refunds as outlined in 3.1 of the present paragraph, particularly for Tickets whose Fares are subject to restrictions or bearing the words, "non-refundable".

## **3. Right to Refuse Refund**

The Carrier may refuse to grant a Ticket refund:

- (a) where application is made after the expiry of the validity,
- (b) in a different currency,
- (c) if a Ticket is marked "NON REFUNDABLE".

## **4. Refund Currency**

The Carrier reserves the right to make a refund in the same manner and currency used to pay for the E-Ticket.

## **5. Authorized Refund Bodies**

Refunds will be made only by the Carrier which originally issued the Ticket or by an Authorized Agent.

## **Article XI - Conduct Aboard Aircraft**

1. The Carrier reserves the right to judge Passengers' onboard behavior and to decide if the latter risks behaving in a way that is liable to discomfort, inconvenience, threaten or endanger one or more persons, property or the aircraft itself. In this respect, Passengers must comply with the crew's guidance, instructions and recommendations in order to ensure the security and safety of the aircraft, the smooth running of the flight and the comfort of the Passengers.
2. For security reasons, the Carrier may prohibit or limit the use on board the aircraft of electronic devices, such as mobile telephones, laptop computers, tablets, MP3 and MP4, electronic games except for hearing aids and pacemakers.
3. On board the aircraft, Passengers must not, due to the consumption of alcohol, drugs or any other substance, behave in a way that is liable to cause discomfort, inconvenience, threaten or endanger one or more persons, items or property or the aircraft itself.
4. Smoking and alcohol consumption is strictly prohibited on board the aircraft. Alcohol consumption may be permitted on international flights only.
5. If the Passenger behaves in such a manner as described in the previous paragraphs the Carrier may take such measures deemed necessary to prevent continuation of such conduct. To this end, the Carrier may disembark the Passenger and/or use restraining measures at any stage of the flight.
6. If a Passenger fails to comply with the provisions of this article (and to those in article 7 relating to the refusal and transport limits) or commits a punishable act, the Carrier may take all the necessary appropriate and reasonable measures, pursuant to legislative and regulatory provisions.

## **Article XII - Administrative Formalities**

### **1. Generalities**

- (a) Passengers are responsible and liable for procuring all the specific documents, visas and permits required for their trip, and to comply with all provisions of law of the departure and arrival States, as well as with the Carrier's regulations and the instructions relating thereto.
- (b) The Carrier may not be held liable for the consequences suffered by Passengers in the event of failure to comply with the obligations referred to in paragraph (a).

### **2. Travel Documents**

- (a) The Passenger is required to allow the Carrier to make a copy of said documents, if required, or to record information contained therein.

(b) The Carrier reserves the right, in accordance with Article 7.1(a), to refuse carriage if a Passenger fails to comply with the applicable regulations or if the Carrier has doubts as to the validity of the documents presented.

(c) The Carrier may not be held liable for the consequences (in particular losses or expenses) suffered by Passengers who fail to comply with the applicable regulations.

### **3. Refusal of entry**

If a Passenger is refused entry to a territory, they must pay all the resulting charges or fines imposed on the Carrier by the local authorities (especially the price of carriage to the point of original departure).

### **4. Passenger Liability for Fines, Detention Costs, etc.**

If the Carrier has to pay or deposit a fine or penalty or incur expenses of any kind due to the non-compliance, whether voluntary or involuntary, by a Passenger with the law in force in the states in question, the Passenger must, at the Carrier's request, reimburse the amounts thus paid or deposited and the disbursements incurred. For this purpose, the Carrier may use any amount paid to it for non-performed carriage or any amount belonging to the Passenger that is held by the Carrier.

### **5. Customs Inspections**

5.1 Passengers may be called on to be present at the inspection of their Baggage on the request of customs officers or any other government authority. The Carrier may not be held liable for damage or losses suffered by Passengers as a result of such inspections, in particular if the latter refuses to be present at the inspection of their Baggage.

5.2 Passengers must compensate the Carrier if an action, omission or negligence on their part causes damage to the Carrier.

### **6. Security Checks**

6.1 Passengers are required to undergo the security (and safety) checks required by government or airport authorities, as well as on the request of the Carrier.

6.2 The Passenger will submit to the verification of the documentary concordance during check-in between the identity mentioned on the ticket, the boarding pass and the identity document in his possession and certifying his identity. All passengers will be subject whatever their age (including minors) or their quality.

6.3 The Passenger will also submit to the verification of documentary concordance at boarding between the identity mentioned on the valid boarding pass and the identity document in his possession, certifying his identity.

6.4 The Carrier may not be held liable for refusing to carry a Passenger, in particular in the event that such a refusal is based on the profound conviction that said refusal is warranted by the applicable law, regulations and/or requirements.

## **Article XIII - Liability for Damage**

### **1. General provisions**

If the Carrier's liability is incurred, it will be incurred under the following conditions:

1.1 Carriage performed under these General Conditions of Carriage is subject to the liability rules laid down by the Regulation (EC) No 889 of the European Parliament and of the Council of 13 May 2002 amending Council Regulation (EC) No 2027/97 of 9 October 1997 on air carrier liability in respect of the carriage of passengers and their baggage by air, and also where concerned to IATA Agreements.

1.2 The Carrier shall be liable for the harm caused in the event of death or bodily injury occurred on board the aircraft or during any embarkation or disembarkation operations.

1.3 To the extent that the following provisions do not conflict with the other provisions in these Conditions:

(a) The Carrier's liability is limited to Damage occurring during Air Carriage for which its Designator Code appears on the Coupon or the Travel Memo - Ticket that corresponds to the flight.

(b) The Carrier's liability may not exceed the amount of proven direct Damage and the Carrier shall not be liable, in any way, for consequential Damage or any form of non-compensatory Damage.

(c) The Carrier may in no way be held liable for Damage that results from compliance by the Carrier with any provisions of the law or regulations or a failure to comply with said same provisions by the Passenger.

(d) The Carrier may not be held liable for Damage to Unchecked Baggage, unless such Damage is caused directly by a failure or action on the part of the Carrier, one of its officials or agents, which must be proved by the Passenger citing such Damage.

(e) The Carrier is not liable for any illness, injury or disability, including the death of a Passenger, caused by the Passenger's physical condition, nor for any deterioration in said same condition.

(f) The Contract of Carriage, including these General Conditions of Carriage and all the liability exclusions or limitations contained therein, shall apply to and benefit the Carrier's Authorized Agents, its officials and agents, its representatives and the owner of the aircraft used by the Carrier, as well as the said owner's staff, employees and representatives. The overall amount recoverable from the aforementioned persons may not exceed the amount of the Carrier's liability.

(g) If negligence or another wrongful action or omission on the part of the person who is claiming compensation, or the person whose rights they hold, caused the Damage or contributed thereto, the Carrier shall be wholly or partially exempt from its liability with regard to said person, including in the event of death or bodily injury, in accordance with the law in force.

(h) Except as expressly otherwise provided for, none of these provisions involve the waiver of the exclusion or limitation of the liability of the Carrier, the owner whose aircraft is used by the Carrier, their staff, officials, agents or representatives, in accordance with the Convention and applicable law.

## **2. Provisions Applicable to International and Internal Flights**

### **2.1. Bodily Injury:**

(a) In accordance with Article 17 § 1 of the Montreal Convention, the Carrier is liable for Damage sustained in the event of the death or bodily injury suffered by a Passenger, if the accident that caused the Damage occurred on board the aircraft or in the course of any embarking or disembarking operations, pursuant to the aforementioned Convention, and subject to any liability exemptions.

(b) The Carrier shall not be liable for the Damage if it provides proof that:

- The death or bodily injuries suffered were a result of the physical or mental health of the Passenger prior to the Passenger boarding the flight.
- The Damage, as defined by paragraph 2.1 (a) was caused, in whole or in part, by negligence, a wrongful act or omission on the part of the person claiming compensation, or the person whose rights they hold, in accordance with Article 20 of the Montreal Convention.
- The Damage is not due to negligence, or another wrongful act or omission on the part of the Carrier, its officials or agents, insofar as the amount of Damage exceeds 113,100 SDR per Passenger, pursuant to Article 21 § 2 (a) of the Montreal Convention.
- The Damage results solely from negligence, or another wrongful act or omission on the part of a third party, insofar as the amount of Damage exceeds 113,100 SDR per Passenger, pursuant to the aforementioned Article 21 § 2 (b).

(c) Amount of compensable Damage:

- The extent of the Carrier's liability in the event of the death or bodily injury of a Passenger, pursuant to paragraph 2.1 (a) above, is not subject to any limitation. The amount of compensable Damage shall cover redress of the Damage, as determined by amicable agreement, expert appraisal or the competent courts.
- Within the scope of these provisions, the Carrier shall only compensate Passengers in excess of the amounts received thereby under the social security system to which they are affiliated and solely for compensatory Damage.

(d) The Carrier reserves all rights of recourse and subrogation against all third parties.

(e) In the event of death or bodily injury resulting from an air accident, pursuant to Article 17 of Convention and paragraph 2.1 (a) of this article and pursuant to Article 5 of Regulation (EC) No 889 of the European Parliament and of the Council of 13 May 2002 amending Council Regulation (EC) No 2027 of 19 October 1997, the person identified as the Beneficiary may benefit from an advance to enable them to meet their immediate needs, in proportion to the material damage sustained.

Subject to the law in force, said advance shall be paid within 15 days of the identification of the Beneficiary and shall be deductible from the definitive amount of compensation owed to the deceased Passenger. Pursuant to Article 5 of Regulation (EC) No 889 of 13 May 2002 and Article 28 of the Montreal Convention of 28 May 1999, the payment of said advances or early payments does not constitute recognition of liability and said amounts may be deducted from amounts paid subsequently by the Community Air Carrier as compensation, depending on the liability thereof.

Said advance is not refundable except where proof is provided that negligence or another wrongful act or omission on the part of the person claiming compensation, or of the person whose rights they hold, caused the Damage or contributed thereto, or where the person to whom the advance was paid was not entitled to compensation.

### **2.2 Delays:**

(a) Characteristics of compensable Damage:

- Solely proven direct Damage that directly results from a delay is compensable, to the exclusion of all consequential indirect Damage.
- The Passenger must prove the existence of Damage resulting directly from the delay.

(b) Extent of the Carrier's liability:

- The Carrier shall not be liable for Damage resulting from a delay if it proves that it, its officials or agents took all the measures that could reasonably be required to prevent the Damage or that it was impossible for it to take such measures, especially in the event of a force majeure.
- The Carrier is not liable for the Damage resulting from a delay, if the delay is attributable to the Passenger or if the Passenger contributed thereto, i.e. if the Damage results in whole or in part from negligence, or a wrongful act or omission on the part of the person who is claiming compensation or of the person whose rights they hold.

(c) Extent of Compensation:

- In the event of Damage suffered by Passengers resulting from a delay, as defined by the Montreal Convention, and with the exception of acts or omissions committed with the intention of causing Damage or imprudently and with an awareness that Damage could be caused, the Carrier's liability is limited to the amount of 4,694 SDR per Passenger. The amount of compensation shall be determined in light of the Damage proved by the Passenger.
- In the event of Damage resulting from a delay in the delivery of Checked Baggage, and with the exception of acts or omissions committed with the intention of causing Damage or imprudently and with an awareness that Damage could be caused, the Carrier's liability is limited to the amount of 1,131 SDR per Passenger.

Lump-sum compensation (intended to cover the costs of immediate requirements) may be granted to Passengers.

2.3 Baggage:

(a) In accordance with Article 17 of the Montreal Convention, the Carrier is liable for Damage suffered due to the destruction, loss or damage of Checked Baggage, if the incident that caused the Damage occurred on board the aircraft or during any period during which the Carrier had custody of the Checked Baggage.

Customers wishing to insure special risks (frailty, theft, etc.) or values higher than the Carrier's limitation of liability are required to take out additional insurance with their own insurer.

(b) Exclusions of the Carrier's liability:

- The Carrier shall not be liable for Damage suffered by a Passenger's Baggage where said Damage results from the nature of or an inherent defect in said Baggage. If the property contained in the Passenger's Baggage is a cause of damage to another person or the Carrier, the Passenger must compensate the Carrier for all losses suffered and costs incurred as a result.
- The Carrier shall not assume any specific liability, other than that provided for in sub-paragraph (c) below, for any Damage and/or loss caused to fragile or valuable items or items that are not adequately packed, as specified in Article 8.4 above.
- The Carrier shall not be liable for Damage caused in whole or in part to Baggage, due to negligence, or a wrongful act or omission on the part of the person who is claiming compensation or the person whose rights they hold.

(c) Amount of Compensable Damage:

- For Checked Baggage and with the exception of acts or omissions committed with the intention of causing Damage or imprudently and with an awareness that Damage could result therefrom, the Carrier's liability in the event of Damage shall be limited to the maximum ceiling of compensation fixed at 1,131 SDR per Passenger. The calculation of the amount of compensation based on the weight of the damaged baggage is determined in accordance with the general conditions of carriage of goods of the company.
- For Unchecked Baggage allowed on board, the Carrier may only be held liable in the event of proven fault on the part of the Carrier, its officials or agents. In this case, said liability shall be limited to the maximum ceiling of compensation fixed at 1,131 SDR per Passenger. Apart from this faulty case, only the Passenger is responsible for his Cabin Baggage which remains under his full supervision and custody.

**Article XIV - Time Limitation on Claims and Action**

**1. Notification of Claims for Baggage**

(a) The receipt of Checked Baggage without any complaint from the Passenger within the scheduled time frames shall constitute a presumption, unless the Passenger provides proof to the contrary, that the Baggage was delivered in a good condition and in accordance with the Contract of Carriage. All missing Baggage must imperatively be declared to the Carrier as soon as the flight arrives.

In the same way, any item noted as missing from Baggage must imperatively be declared to the Carrier as soon as possible. Any late declarations may not be taken into account.

(b) In the event of damage, delay, loss or destruction of Baggage, the Passenger in question must file a written complaint with the Carrier as soon as possible and at the latest within a period of seven (7) days (in the event of damage or destruction) and twenty-one (21) days (in the event of delay) respectively from the date on which the Baggage was made available to the Passenger.

If a complaint is not filed within the time limits stipulated, all action against the Carrier shall be inadmissible, except in the event of fraud by the Carrier.

If the complaint was lodged within the stipulated time limits of seven (7) or twenty-one (21) days and no conciliation has been reached between the Carrier and the Passenger, the Passenger may file an action for damages within two years of the arrival date of the aircraft, or of the date on which the aircraft was scheduled to land.

**2. Liability Actions for Passengers**

All liability actions must be filed, under penalty of forfeiture, within two years from the arrival at destination, or from the date on which the aircraft was scheduled to arrive or from the end of the carriage.  
The method for calculating the time limit shall be determined by the law of the Court before which proceedings are brought.  
All the claims or actions mentioned in paragraphs 1 and 2 above must be made in writing, within the time limits specified.