

# Bahamasair

## Conditions of Carriage

If the passenger's journey involves an ultimate destination or stop in a country other than the country of departure the Warsaw Convention may be applicable and the Convention governs and in most cases limits the liability of carriers for death or personal injury and in respect of loss of or damage to baggage. See also notices headed 'Advice to International Passengers on Limitation of Liability' and 'Notice of Baggage Liability Limitations'.

## Conditions of contract

1. As used in this contract 'ticket' means this passenger ticket and baggage check, or this itinerary/receipt if applicable, in the case of an electronic ticket, of which these conditions and the notices form part, 'carriage' is equivalent to 'transportation', 'carrier' means all air carriers that carry or undertake to carry the passenger or his baggage hereunder or perform any other service incidental to such air carriage, 'electronic ticket' means the Itinerary/Receipt issued by or on limitations relating to liability established by the Warsaw Convention unless such carriage is not 'international carriage' as defined by that Convention.
2. To the extent not in conflict with the foregoing carriage and other services performed by each carrier are subject to: (i) provisions contained in the ticket; (ii) applicable tariffs; (iii) carrier's conditions of carriage and related regulations which are made part hereof (and are available on application at the offices of carrier), except in transportation between a place in the United States or Canada and any place outside thereof to which tariffs in force in those countries apply.
3. Carrier's name may be abbreviated in the ticket, the full name and its abbreviation being set forth in carrier's tariffs, conditions of carriage, regulations or timetables; carrier's address shall be the airport of departure shown opposite the first abbreviation of carrier's name in the ticket; the agreed stopping places are those places set forth in this ticket or as shown in carrier's timetables as scheduled stopping places on the passenger's route; carriage to be performed hereunder by several successive carriers is regarded as a single operation.
4. An air carrier issuing a ticket for carriage over the lines of another air carrier does so only as its Agent.
5. Bahamasair ACTING AS AGENT FOR ANOTHER AIRLINE  
Except for international code share flights, Bahamasair will be responsible for the furnishing of transportation only over its own routes. When Bahamasair issues a ticket, checks baggage, or makes any other arrangements involving another airline, Bahamasair acts only as agent for such other airline and assumes no responsibility for the acts or omissions of the other airline. Transportation provided by such other airline shall be governed by the contract of carriage of that airline.
6. For customers who will be traveling on an international itinerary operated by one of Bahamasair's code share partners, please see Section 3 under Warsaw Convention, or log on to USAirways.com.
7. Any exclusion or limitation of liability of carrier shall apply to and be for the benefit of agents, servants and within 21 days from date the baggage was delivered. See tariffs or conditions of carriage regarding non-international transportation.
8. This ticket is good for carriage for one year from date of issue, except as otherwise provided in this ticket, in carrier's tariffs, conditions of carriage, or related regulations. The fare for carriage

# Bahamasair

hereunder is subject to change prior to commencement of carriage. Carrier may refuse transportation if the applicable fare has not been paid.

9. Carrier undertakes to use its best efforts to carry the passenger and baggage with reasonable dispatch. Times shown in timetables or elsewhere are not guaranteed and form no part of this contract. Carrier may without notice substitute alternate carriers or aircraft, and may alter or omit stopping places shown on the ticket in case of Bahamasair necessity. Schedules are subject to change without notice. Carrier assumes no responsibility for making connections.
10. 10 Passenger shall comply with Government travel requirements, present exit, entry and other required documents and arrive at airport by time fixed by carrier or, if no time is fixed, early enough to complete departure procedures.
11. 11 No agent, servant or representative of carrier has authority to alter, modify or waive any provision of this contract.

CARRIER RESERVES THE RIGHT TO REFUSE CARRIAGE TO ANY PERSON WHO HAS ACQUIRED A TICKET IN VIOLATION OF APPLICABLE LAW OR CARRIER'S TARIFFS, RULES OR REGULATIONS.

## ADVICE TO INTERNATIONAL PASSENGERS ON LIMITATION OF LIABILITY

Passengers on a journey involving an ultimate destination or a stop in a country other than the country of origin are advised that the provisions of a treaty known as the Warsaw Convention may be applicable to the entire journey, including any portion entirely within the country of origin or destination. For such passengers on a journey to, from or with an agreed stopping place in the United States of America, the Convention and special contracts of carriage embodied in applicable tariffs provide that the liability of certain carriers, parties to such special contracts, for death of or personal injury to passengers is limited in most cases to proven damages not to exceed US\$75,000 per passenger, and that this liability up to such limit shall not depend on negligence on the part of the carrier. For such passengers travelling by carrier not a party to such special contracts or on a journey not to, from, or having an agreed stopping place in the United States of America, liability of the carrier for death or personal injury to passengers is limited in most cases to approximately US\$10,000 or US\$20,000.

The names of carriers, parties to such special contract, are available at all ticket offices of such carriers and may be examined on request. Additional protection can usually be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the carrier's liability under the Warsaw Convention or such special contracts of carriers. For further information please consult your airline or insurance company representative.

Note: The limit of liability of US\$75,000 above is inclusive of legal fees and costs except that in the case of a claim brought in a state where provision is made for separate award of legal fees and costs, the limit shall be the sum of US\$58,000 exclusive of legal fees and costs.

## NOTICE OF BAGGAGE LIABILITY LIMITATIONS

Liability for loss, delay, or damage to baggage is limited unless a higher value is declared in advance and additional charges are paid. For most international travel (including domestic portions of international journeys) the liability limit is approximately US\$9.07 per pound (US\$20.00 per kilo) for checked baggage and US\$400.00 per passenger

# Bahamasair

for unchecked baggage. For travel wholly between US points, Federal rules require any limit on an airline's baggage liability to be at least US\$2800.00 per passenger. Excess valuation may be declared on certain types of articles. Some carriers assume no liability for fragile, valuable or perishable articles. Further information may be obtained from the carrier.

## NOTICE OF GOVERNMENT IMPOSED TAXES, FEES AND CHARGES

The price of this ticket may include taxes, fees and charges which are imposed on air transportation by government authorities. They may represent a significant portion of the cost of air travel and are either included in the fare, or shown separately in the 'TAX/ FEE/CHARGE' box(es) of this ticket. You may also be required to pay taxes or fees or charges not already collected. The following notice does not apply to tickets sold in the United States for transportation originating in the United States.

## DENIED BOARDING BY OVERBOOKING.

In those countries where Denied Boarding Compensation regulations are in force, carriers operate compensation plans for passengers with confirmed reservations who are denied boarding because of non-availability of seats caused by overbooking. Details of these plans are available at the airlines' offices.

## Check-in Times

The times shown on this ticket or itinerary/receipt if applicable are the departure times of the aircraft. Check-in times, as advised by your carrier, or in the airline's timetable, are the latest times at which passengers can be accepted for travel, allowing the necessary time to complete all formalities. Flights cannot be held up for passengers arriving late, and no responsibility can be accepted in such cases.

**BAGGAGE:** Checked Baggage: Passengers are usually permitted a free checked baggage allowance, the limit of which may differ by airline, class, and/or route. Extra charges may apply for checked baggage in excess of the permitted allowance.

Cabin Baggage: Passengers are usually permitted a free cabin baggage allowance, the limit of which may differ by airline, class, route, and/or aircraft type. It is recommended that cabin baggage be kept to a minimum.

Please ask your travel agent or airline for more specific information. Refer to <http://www.iata.org/bags> for information and links to airline websites.

## NOTICE OF LIABILITY LIMITATIONS

The Montreal Convention or the Warsaw Convention system may be applicable to your journey and these Conventions govern and may limit the liability of air carriers for death or bodily injury, for loss of or damage to baggage, and for delay.

Where the Montreal Convention applies, the limits of liability are as follows:

1. There are no financial limits in respect of death or bodily injury;
2. In respect of destruction, loss of, or damage or delay to baggage, 1,131 Special Drawing Rights (approximately US \$1,700) per passenger in most cases.

# Bahamasair

3. For damage occasioned by delay to your journey, 4,150 Special Drawing Rights (approximately EUR 5,000; US \$6,000) per passenger in most cases. EC Regulation No. 889/2002 requires European Community carriers to apply the provisions of the Montreal Convention limits to all carriage by them of passengers and their baggage by air. Many non-European Community carriers have elected to do so in respect of the carriage of passengers and their baggage.

Where the Warsaw Convention system applies, the following limits of liability may apply:

1. 16,600 Special Drawing Rights (approximately EUR 20,000; US \$20,000) in respect of death or bodily injury if the Hague Protocol to the Convention applies, or 8,300 Special Drawing Rights (approximately EUR 10,000; US \$10,000) if only the Warsaw Convention applies. Many carriers have voluntarily waived these limits in their entirety, and US regulations require that, for journeys to, from or with an agreed stopping place in the US, the limit may not be less than US \$75,000.
2. 17 Special Drawing Rights (approximately EUR 20; US \$20) per kg for loss of or damage or delay to checked baggage, and 332 Special Drawing Rights (approximately EUR 400; US \$400-) for unchecked baggage.
3. The carrier may also be liable for damage occasioned by delay. Further information may be obtained from the carrier as to the limits applicable to your journey. If your journey involves carriage by different carriers, you should contact each carrier for information on the applicable limits of liability. Regardless of which Convention applies to your journey, you may benefit from a higher limit of liability for loss of, damage or delay to baggage by making at check-in a special declaration of the value of your baggage and paying any supplementary fee that may apply. Alternatively, if the value of your baggage exceeds the applicable limit of liability, you should fully insure it before you travel.

Time limit for action: Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft, or from the date on which the aircraft ought to have arrived. Baggage claims: Written notice to the carrier must be made within 7 days of the receipt of checked baggage in the case of damage, and, in the case of delay, within 21 days from the date on which it was placed at the disposal of the passenger