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ARTICLE 1 DEFINITIONS

1. Agreed Stopping Places

Agreed Stopping Places means those places, except the place of departure and the place of destination, set forth in the ticket or shown in Carrier's timetables as scheduled stopping places on the passenger's route.

2. Authorized Agent

Authorized Agent means a passenger sales agent who has been appointed by Carrier to represent the Carrier in the sale of air passenger transportation over the services of the Carrier and, when authorized, over the services of other air carriers.

3. Baggage

Baggage, which is equivalent to luggage, means such articles, effects and other personal property of a passenger as are necessary or appropriate for wear, use, comfort or convenience in connection with his/her trip. Unless otherwise specified, it includes both checked and unchecked baggage of the passenger.

4. Baggage Check

Baggage Check means those portions of the Ticket which relate to the carriage of the passenger's checked baggage and which are issued by Carrier as a receipt of passenger's checked baggage.

5. Baggage Identification Tag

Baggage Identification Tag means a document issued by Carrier solely for identification of checked baggage, the baggage (strap) tag portion of which is attached by Carrier to a particular article of checked baggage and the baggage claim tag portion of which is given to the passenger.

6. Carriage

Carriage, which is equivalent to transportation, means carriage of passenger and/or baggage by air, gratuitous or for reward.

7. Carrier

Carrier means air carrier and includes the air carrier issuing the ticket and all air carriers that carry or undertake to carry the passenger and/or his baggage there under, or perform or undertake to perform any other services related to such air carriage.

8. Carrier's Regulations

Carrier's Regulations means rules, other than these Conditions, published by Carrier and in effect

on date of ticket issue, governing carriage of passengers and/or baggage and shall include any applicable tariffs in force.

9. Checked Baggage

Checked Baggage, which is equivalent to registered luggage, means baggage of which Carrier takes sole custody and for which Carrier has issued a baggage check and baggage claim tag(s)

10. Child

Child means a person 2 years of age or over but under 12 years of age.

11. Circle Trip

Circle Trip means travel from one point and return thereto by a continuous, circuitous air route; provided that where no reasonable direct scheduled air service is available between two points, a break in the circle may be traveled by any other means of transportation without prejudice to the circle trip.

12. Conjunction Ticket

Conjunction Ticket means a ticket issued to a passenger in conjunction with another ticket which together constitute a single contract of carriage.

13. Convention

Convention means whichever of the following instruments is applicable to the contract of carriage:

- (1) 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)
- (2) The Warsaw Convention as amended at The Hague on 28 September 1955.
- (3) The Warsaw Convention as amended by Additional Protocol No.1 of Montreal 1975.
- (4) The Warsaw Convention as amended at The Hague 1955 and by Additional Protocol No. 2 of Montreal 1975.
- (5) The Warsaw Convention as amended at The Hague 1955 and by Additional Protocol No. 3 of Montreal 1975.

14. Damage

Damage includes death, injury, delay, loss, partial loss or other damage of whatsoever nature arising out of or in connection with carriage or other services performed by Carrier incidental thereto.

15. Days

Days means 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 that for purposes of determining duration of validity the day upon which the ticket is issued, or flight commenced, shall not be counted.

16. Flight Coupon

Flight Coupon means that portion of the ticket that bears the notation "GOOD FOR PASSAGE" and indicates the particular places between which passengers is entitled to be carried.

17. French Gold Francs

French Gold Francs means French francs consisting of 65-1/2 milligrams of gold with a fineness of nine hundred thousandths. French Gold Francs may be converted into any national currency in round figures.

18. Infant

Infant means a person under 2 years of age.

19. International Carriage

International Carriage means (except when the Convention is applicable) carriage in which, according to the contract of carriage, the place of departure and any place of landing are situated in more than one country. As used in this definition, the term "Country", which is equivalent to "State", includes all territory subject to its sovereignty, suzerainty, mandate, authority or trusteeship.

20. International Carriage as Defined by the Warsaw Convention

International carriage as defined by the Warsaw Convention means carriage in which according to the contracts made by the parties, the place of departure and the place of destination, whether or not there is a break in the carriage or a transshipment, are situated either within the territories of two High Contracting Parties to the Warsaw Convention one or both of which have not ratified the Hague Protocol or within the territory of a single High Contracting Party not having ratified the Hague Protocol if there is an agreed stopping place within the territory subject to the sovereignty, suzerainty, mandate or authority of another Power even though that Power is not a High Contracting Party.

21. International Carriage as Defined by the Warsaw Convention as Amended at The Hague 1955

International Carriage as defined by the Warsaw Convention as amended at The Hague 1955 means carriage in which according to the agreement between the parties the place (of departure

and the place of destination, whether or not there be a break in the carriage or a transshipment, are situated either within the territories of States both of which have ratified the Hague Protocol or within the territory of a single State which has ratified the Hague Protocol if there is an agreed stopping place within the territory of another State) even if that State has not ratified the Hague Protocol.

22. Miscellaneous Charges Order

Miscellaneous Charges Order (MCO) means a document issued by a carrier or its agents requesting issue of an appropriate passenger ticket and baggage check or provision of services to the person named in such document.

23. Normal Fare

Normal Fare means the highest fare established for a first, business or economy/tourist class service during the period of applicability.

24. Open-jaw Trip

Open-jaw Trip means travel which is essentially of a round-trip nature but the outward point of departure and inward point of arrival and/or outward point of arrival and inward point of departure of which are not the same or for any combination of the above may apply.

25. Passenger

Passenger means any person, except members of the crew, carried or to be carried in an aircraft with the consent of Carrier.

26. Passenger Coupon or Passenger Receipt

Passenger Coupon or Passenger Receipt means that portion of the ticket issued by or on behalf of Carrier, which is so marked and which ultimately is to be retained by the passenger.

27. Round-trip

Round-trip, which is equivalent to a return journey, means travel from one point to another and return by the same air route used outbound, or travel from one point to another and return by an air route different from that used outbound, for which the same through half round trip fare is established.

28. Special Fare

Special Fare means a fare other than the normal fare.

29. Stopover

Stopover, which is equivalent to a break of journey, means a deliberate interruption of a journey by the passenger, at a point between the place of departure and the place of destination, which has been agreed to in advance by Carrier.

30. Tariffs

Tariffs mean Sky Angkor Airlines tariffs for international carriage of passengers and baggage and related rules and regulations, which are made part of these Conditions of Carriage.

31. Ticket

Ticket means the document entitled "Passenger Ticket and Baggage Check" issued by or on behalf of Carrier and includes the Conditions of Contract and Notices and the flight and passenger coupons contained therein.

32. To Validate

To validate means to stamp or write on the passenger ticket an indication that the passenger ticket has been officially issued by Carrier.

33. Unchecked Baggage

Unchecked Baggage, which is equivalent to hand luggage, is baggage of the passenger other than checked baggage.

34. United States of America or the United States or the USA

United States of America or the United States or the USA each means, unless otherwise specified, the area comprising 50 states and the District of Columbia; it also possesses numerous outlying island territories and areas.

ARTICLE 2 APPLICABILITY

1. General

(1) Except as provided in paragraphs 2 to 5 of this article, these Conditions of Carriage apply to all carriage by air of passengers and baggage including all services incidental thereto, performed by Carrier for reward.

(2) These Conditions also apply to gratuitous and reduced fare carriage except to the extent that Carrier has provided otherwise in its Regulations or in the relevant contracts, passes or tickets.

2. Carriage to/from USA and Canada

(1) Carriage to/from Canada

These Conditions apply to carriage between places in Canada or between a place in Canada and any place outside thereof, only to the extent they are incorporated in tariffs in force in Canada.

(2) Carriage to/from USA

These Conditions do not apply to air transportation as defined in the US Federal Aviation Act of 1958.

3. Charters

Carriage performed pursuant to a charter agreement with Carrier shall be subject to the Charter Regulations (if any) of Carrier applicable thereto, and these Conditions shall not apply except to the extent provided in the said Charter Regulations. Where Carrier has no Charter Regulations applicable to such carriage, these Conditions shall apply to such carriage except as far as Carrier has in the said charter agreement, or tickets issued in connection with it, excluded the application of all or any part of them. In case of any inconsistency between these Conditions and the provisions contained or referred to in the said charter agreement, the latter shall prevail. The passenger, by accepting the carriage pursuant to the said charter agreement, whether or not concluded with the passenger, agrees to be bound by the applicable provisions of such agreement.

4. Overriding Law

To the extent that any provision contained or referred to herein is contrary to anything contained in the Convention, where applicable and any applicable laws, government regulations, orders or requirements that cannot be waived by agreement of the parties, such provision shall not apply. The invalidity of any provision shall not affect the validity of any other provision.

5. Conditions Prevail over Regulations

Except as provided herein, in the event of inconsistency between these Conditions and Carrier's regulations, these Conditions shall prevail, except where tariffs in force in the United States or Canada apply, in which case the tariffs shall prevail.

6. Change without Notice

Except as may be required by applicable laws, government regulations, orders and requirements, these Conditions of Carriage and other applicable tariffs are subject to change without notice; provided that, no such change shall apply to a contract of carriage after carriage has commenced.

7. Effective Rules

All carriage of passengers and/or baggage shall be subject to these Conditions of Carriage and other applicable tariffs in effect on the date of commencement of carriage covered by the first flight coupon of the ticket.

ARTICLES 3 TICKETS

1. Ticket Prima Facie Evidence of Contract

(1) General

The ticket constitutes prima facie evidence of the contract of carriage between Carrier and the passenger named on the ticket. Carrier will provide carriage only to the passenger holding such ticket, or holding, as proof of payment or part payment, any other Carrier document issued by Carrier or its Authorized Agent. The ticket is and remains at all times the property of the issuing Carrier. The Conditions of Contract contained in the ticket are a summary of some of the provisions of these Conditions of Carriage.

(2) Requirement for Ticket

A person shall not be entitled to be carried on a flight unless that person presents a ticket valid and duly issued in accordance with Carrier's Regulations and containing the flight coupon for that flight and all other unused flight coupons and the passenger coupon. A passenger shall furthermore not be entitled to be carried if the ticket presented is mutilated or if it has been altered otherwise than by Carrier or its authorized agent.

(3) Loss, etc. of 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, the issuing Carrier may at the passenger's request and subject to Carrier's Regulations, replace such ticket or part thereof by issuing a new ticket on receipt of proof satisfactory to Carrier that a ticket valid for the flights in question was duly issued, provided that the passenger undertakes in such form as may be prescribed by Carrier to pay to Carrier the fare applicable to the new ticket in the event, and to the extent, that the lost or missing ticket or the missing flight coupons are used by any person, or that refund in respect thereof is made to any person.

(4) Ticket not Transferable

A ticket is not transferable. If a ticket is presented by someone other than the person entitled to be carried there under or to a refund in connection therewith, Carrier shall not be liable to the person so entitled if, in good faith, it provides carriage or makes a refund to the person presenting the ticket.

2. Period of Validity

(1) General

A ticket is valid for carriage for one year from the date of commencement of travel or if no

portion of the ticket is used, from the date of issue thereof, except as otherwise provided in the ticket, these Conditions or Carrier's Regulations.

(2) Extension of Validity

A. If a passenger is prevented from traveling within the period of validity of the ticket because Carrier:

- a. cancels the flight on which the passenger holds a reservation; or
- b. omits a scheduled stop, being the passenger's place of departure, place of destination or place of stopover; or
- c. fails to operate a flight reasonably according to schedule; or
- d. causes the passenger to miss a connection; or
- e. substitutes a different class of service; or
- f. is unable to provide previously confirmed space;

The validity of such passenger's ticket will be extended until Carrier's first flight on which space is available in the class of service for which the fare has been paid.

B. When a passenger holding a ticket, is prevented from traveling within the period of validity of the ticket because at the time such passenger requests reservations, Carrier is unable to provide space on the flight, the validity of such passenger's ticket will be extended in accordance with Carrier Regulations.

C. When a passenger, after having commenced his or her journey, is prevented from traveling within the period of validity of the ticket by reason of illness, Carrier will extend, (provided such extension is not precluded by Carrier's Regulations applicable to the fare paid by the passenger) the period of validity of such passenger's ticket until the date when the passenger becomes fit to travel according to a medical certificate, or until Carrier's first flight after such date from the point where the journey is resumed on which space is available in the class of service for which the fare has been paid. When the flight coupons remaining in the ticket involve one or more stopovers, the validity of such ticket, subject to Carrier's Regulations, will be extended for not more than three months from the date shown on such certificate. In such circumstances, Carrier will extend similarly the period of validity of tickets of other members of the passenger's immediate family accompanying an incapacitated passenger.

D. In the event of death of a passenger en route, the tickets of the persons accompanying the passenger may be modified by waiving the minimum stay or extending the validity. In the event of death in the immediate family of a passenger who has commenced travel, the validity of the

passenger's tickets and those of his or her immediate family accompanying the passenger may be likewise modified. Any such modification shall be made upon receipt of a proper death certificate and any such extension of validity shall not be for a period longer than Forty-Five (45) days from the date of the death.

3. Flight Coupon Sequence

- (1) Carrier will honor flight coupons only in sequence from the place of departure as shown on the ticket.
- (2) The ticket may not be valid and Carrier may not honor the passenger's ticket if the first flight coupon for international travel has not been used and the passenger commences his or her journey at any stopover or agreed stopping place.
- (3) Each flight coupon will be accepted for carriage in the class of service specified therein on the date and flight for which accommodation has been reserved. When flight coupons are issued without a reservation being specified thereon, space will be reserved on application subject to the conditions of the relevant fare and the availability of space on the flight applied for.

4. Name and Address of Carrier

Carrier's name may be abbreviated in the ticket, Carrier's address shall be deemed to be the airport of departure shown opposite the first abbreviation of Carrier's name in the "Carrier" box in the ticket.

ARTICLE 4 STOPOVERS

1. Permission of Stopovers

Stopovers within the validity period of the ticket will be permitted at any scheduled stop unless Carrier's Tariffs or Government Regulations do not permit a stopover at any such stop.

2. Previous Arrangement

Stopovers will be permitted only if arranged with Carrier in advance and specified on the ticket.

ARTICLE 5 FARES, CHARGES AND ROUTINES

1. General

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination. Fares do not include ground transport service between airports or between airports and town terminals, unless provided by Carrier without additional charge.

2. Applicable Fares

Applicable fares are those published by or on behalf of Carrier or, if not so published, constructed in accordance with Carrier's Regulations. Subject to government requirements and Carrier's Regulations, the applicable fare is the fare for the flight or flights in effect on the date of commencement of the carriage covered by the first flight coupon of the ticket. When the amount that has been collected is not the applicable fare the difference shall be paid by the passenger or, as the case may be, refunded by Carrier, in accordance with Carrier's Regulations.

3. Precedence of Fares

Unless otherwise provided in applicable tariffs, a published fare takes precedence over the combination of intermediate fares applicable to the same class of service between the same points via the same routing.

4. Routing

Unless otherwise provided in Carrier's Regulations, fares apply only to routines published in connection therewith. If there is more than one routing at the same fare, the passenger, prior to issue of the ticket, may specify the routing; if no routing is specified, Carrier may determine the routine.

5. Currency of Fares and Charges

Subject to applicable law, fares and charges are payable in any currency acceptable to Carrier. When payment is made in a currency other than the currency in which the fare is published, such payment will be made at the rate of exchange established in accordance with Carrier's Regulations.

6. Taxes and Charges

Any tax or charge imposed by government or other authority, or by the operator of an airport, in respect of a passenger or the use by a passenger of any services or facilities will be in addition to the published fares and charges and shall be payable by the passenger, except as otherwise provided in Carrier's Regulations.

ARTICLES 6 RESERVATIONS

1. Reservation Requirements

- (1) Reservations are not confirmed until recorded as accepted by Carrier or its Authorized Agent.
- (2) As provided in Carrier's Regulations, certain fares may have conditions which limit or exclude the passenger's right to change or cancel reservations.

2. Ticketing Time Limits

If a passenger has not paid for the ticket (or made credit arrangements with Carrier) prior to the specified ticketing time limit, Carrier may cancel the reservation.

3. Personal Data

The passenger recognizes that personal data has been given to Carrier for the purposes of making a reservation for carriage, obtaining ancillary services, facilitating immigration and entry requirements, and making available such data to government authorities. For these purposes, the passenger authorizes Carrier to retain such data and to transmit it to its own offices, other carriers or the providers of such services, in whatever country they may be located.

4. Seating

Carrier does not guarantee to provide any particular seat in the aircraft and the passenger agrees to accept any seat that may be allotted on the flight in the class of service for which the ticket has been issued.

5. Service Charge When Space Not Occupied

A service charge, in accordance with Carrier's Regulations, may be payable by a passenger who fails to arrive at Carrier's check-in location at the airport or other point of departure by appropriate time and place for carriage or appears improperly documented and not ready to travel on the flight for which space has been reserved for him, or who cancels his reservation later than the time limit for cancellation prescribed in Carrier's Regulations. The service charge may not be payable if the passenger's failure to cancel his reservation or to arrive in time is due to a flight delay or cancellation, or omission of a scheduled stop, or failure to provide reserved space, or medical reasons supported by a doctor's certificate.

6. Reconfirmation of Reservations

Onward or return reservations shall be subject to the requirement to reconfirm the reservation in accordance with and within the time limits specified in Carrier's Regulations. Failure to comply with any such requirement may result in cancellation of any onward or return reservations.

7. Cancellation of Onward Reservations Made by Carrier

If a passenger does not use a reservation and fails to advise Carrier, Carrier may cancel or request cancellation of any onward or return reservations.

8. Communications Expenses

The passenger will be charged for communications expenses incurred by Carrier as the result of a request by the passenger in connection with his reservation or journey other than communications expenses incurred in securing his original reservation on a flight.

The passenger shall arrive at Carrier's check-in location and boarding gate sufficiently in advance of flight departure to permit completion of any Government formalities and departure procedures and in any event not later than the time that may be indicated by Carrier. If the passenger fails to arrive in time at Carrier's check-in location or boarding gate or appears improperly documented and not ready to travel, Carrier may cancel the space reserved for the passenger and will not delay the flight. Carrier is not liable to the passenger and will not delay the flight. Carrier is not liable to the passenger for loss or expense due to the passenger's failure to comply with the provisions of this article.

ARTICLE 7 CHECK-IN

The passenger shall arrive at Carrier's check-in location and boarding gate sufficiently in advance of flight departure to permit completion of any Government formalities and departure procedures and in any event not later than the time that may be indicated by Carrier. If the passenger fails to arrive in time at Carrier's check-in location or boarding gate or appears improperly documented and not ready to travel, Carrier may cancel the space reserved for the passenger and will not delay the flight. Carrier is not liable to the passenger for loss or expense due to the passenger's failure to comply with the provisions of this Article.

ARTICLE 8 REFUSALS AND LIMITATION OF CARRIAGE

1. Right to Refuse Carriage

Carrier will refuse carriage or onward carriage, or will cancel reservations of any passenger or passenger's baggage if, in the exercise of its reasonable discretion, Carrier determines that:

- (1) Such action is necessary for reasons of safety, or
- (2) Such action is necessary in order to comply with any applicable laws, regulations, or orders of any state or country to be flown from, into or over, or
- (3) The conduct, age, or mental or physical state of the passenger is such as to:
 - A. require special assistance of Carrier, or
 - B. cause discomfort or make himself or herself objectionable to other passenger, or
 - C. involve any hazard or risk to himself or herself or to other persons or to property, or
- (4) Such action is necessary because the passenger has failed to observe the instructions of Carrier, or
- (5) The passenger has refused to submit to a security check, or
- (6) The applicable fare or any charges or taxes payable have not been paid, or credit arrangements agreed between Carrier and the passenger (or the person paying for the ticket) have not been complied with, or
- (7) The passenger does not appear to be properly documented, or
 - A. the passenger may seek to enter a country through which he/she is in transit, or
 - B. the passenger may destroy his or her documentation during flight, or
 - C. the passenger will not surrender travel documents to be held by the flight crew, against receipt, when so requested by the Carrier, or
- (8) the ticket presented by the passenger:
 - A. has been acquired unlawfully or has been purchased from an entity other than the issuing Carrier or its authorized Agent, or
 - B. has been reported as being lost or stolen, or
 - C. is a counterfeit ticket, or

D. any flight coupon had been altered by anyone other than Carrier or its authorized agent, or has been mutilated, and Carrier reserves the right to retain such ticket, or

E. the person presenting the ticket cannot prove that he/she is the person named in the "Name of Passenger" box, and Carrier reserves the right to retain such ticket.

2. Weight or Seating Limitation

If the aircraft's weight limitations or seating capacity would otherwise be exceeded, Carrier shall decide in its reasonable discretion which passengers or articles shall not be carried.

3. Limitation on Carriage

Acceptance for carriage of unaccompanied children, incapacitated persons, pregnant women or persons with illness may be subject to prior arrangement with Carrier, in accordance with Carrier's Regulations.

ARTICLE 9 BAGGAGE

1. Items Unacceptable as Baggage

(1) The passenger shall not include in his/her baggage:

A. items which do not constitute baggage as defined in Article 1 hereof;

B. items which are likely to endanger the aircraft or persons or property on board the Aircraft, 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 Carrier's Regulations.

C. items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from, to or over;

D. items which in the opinion of Carrier are unsuitable for carriage by reason of their weight, size or character, such as fragile or perishable items;

E. live animals, except that dogs, cats, household birds and other pets will be accepted for carriage subject to the provisions of Paragraph 10 of this Article.

(2) Firearms and ammunition other than those 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 in accordance with Carrier's Regulations. Firearms must be unloaded with the safety catch on, and suitably packed. Carriage of ammunition is subject to ICAO and IATA Dangerous Goods Regulations.

(3) The passenger shall not include in checked baggage, fragile or perishable items, money, jewelry, precious metals, silverware, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples.

(4) Weapons such as antique firearms, swords, knives and similar items may be accepted as checked baggage, in accordance with Carrier's Regulations, but will not be permitted in the cabin.

(5) If any items referred to in Paragraph (1) or (2) are carried, whether or not they are prohibited from carriage as baggage, the carriage thereof shall be subject to the charges, limitations of liability and other provisions of these Conditions applicable to the carriage of baggage.

2. Right to Refuse Carriage

(1) Carrier may refuse carriage as baggage of such items described in Paragraph 1 of this Article as are prohibited from carriage as baggage and may refuse further carriage of any such items on discovery thereof.

- (2) Carrier may refuse to carry as baggage any item because of its size, shape, weight or character.
- (3) Unless advanced arrangements for its carriage have been made with Carrier, Carrier may carry on later flights baggage which is in excess of the applicable free allowance.
- (4) Carrier may refuse to accept baggage as checked baggage unless it is properly packed in suitcases or other suitable containers to ensure safe carriage with ordinary care in handling.
- (5) The passenger has refused to submit to a security check; or
- (6) The applicable fare or any charges or taxes payable have not been paid, or credit arrangements agreed between Carrier and the passengers (or the person paying for the ticket) have not been complied with.

3. Right of Search

For safety and security reasons, Carrier may request a search on the passenger and his/her baggage, and may search or have searched the passenger's baggage in his/her absence if the passenger is not available, for the purpose of determining whether he/she is in possession of or whether his/her baggage contains any item described in Paragraph 1. (1).A. above or any arms or munitions which have not been presented to Carrier in accordance with Paragraph 1.(2). above. If the passenger is unwilling to comply with such request, Carrier may refuse to carry the passenger or baggage.

4. Checked Baggage

- (1) Upon delivery to Carrier of baggage to be checked, Carrier shall take custody thereof and issue a baggage identification tag for each piece of checked baggage.
- (2) Checked baggage will be carried on the same aircraft as the passenger unless Carrier decides that this is impracticable, in which case Carrier will carry the checked baggage on Carrier's next flight on which space is available.
- (3) If baggage has no name, initials or other personal identification, the passenger shall affix such identification to the baggage prior to acceptance.

5. Free Baggage Allowance

Passengers may carry free of charge baggage as specified and subject to the conditions and limitations in Carrier's regulations. Where two or more passengers, traveling as one party to a common destination or point of stopover by the same flight, present themselves and their baggage for traveling at the same time and place, they shall be permitted a total free baggage allowance equal to the combination for their individual free baggage allowances.

6. Excess Baggage

A passenger shall pay a charge for the carriage of baggage in excess of the free baggage allowance at the rate and in the manner provided in Carrier's Regulations.

7. Excess Value Declaration and Charge

(1) If, in accordance with Carrier's Regulations, Carrier offers an excess valuation facility, a passenger may declare a value for checked baggage in excess of the applicable liability limits. If the passenger makes such a declaration the passenger shall pay any applicable charges.

(2) Carrier will refuse to accept an excess value declaration on checked baggage when a portion of the carriage is to be provided by another Carrier which does not offer the facility.

8. Unchecked Baggage

(1) Baggage which the passenger carries on to the aircraft must fit under the seat in front of the passenger or in an enclosed storage compartment in the cabin. Items determined by Carrier to be of excessive weight or size will not be permitted in the cabin.

(2) Objects not suitable for transport in the cargo compartment (such as delicate musical instruments and the like) will only be accepted for transportation in the cabin compartment if due notice has been given in advance and permission granted by Carrier. The transport of such objects may be charged for separately.

9. Collection and Delivery of Baggage

(1) The passenger shall collect his/her baggage as soon as it is available for collection at places of destination or stopover.

(2) Carrier shall deliver checked baggage to the bearer of the baggage check upon payment of all unpaid sums due to Carrier under the contract of carriage. Carrier is under no obligation to ascertain that the bearer of the baggage check is entitled to delivery of the baggage and Carrier is not liable for any loss, damage, or expense arising out of or in connection with its failure to so ascertain. Delivery of baggage will be made at the destination shown in the baggage check.

(3) If a person claiming the baggage is unable to produce the baggage check and identify the baggage by means of a baggage (identification) tag, Carrier will deliver the baggage to such person only on condition that he/she- establishes to Carrier's satisfaction his/her right thereto, and if required by Carrier, such person shall furnish adequate security to indemnify Carrier for any loss, damage or expense which may be incurred by Carrier as a result of such delivery.

(4) Acceptance of baggage by the bearer of the baggage check without written complaint at the time of delivery is prima facie evidence that the baggage has been delivered in good

condition and in accordance with the contract of carriage.

10. Pets and Guide Dogs

(1) Animals such as dogs, cats, household birds and other pets, when properly crated and accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit will, with the advance agreement of Carrier, be accepted for carriage, subject to Carrier's Regulations.

(2) If accepted as baggage, the pet, together with its container and food carried, shall not be included in the free baggage allowance of the passenger but constitute excess baggage, for which the passenger shall pay the applicable rate.

(3) Guide dogs accompanying sight/hearing impaired and physically handicapped passengers together with their containers and food, will be carried free of charge in addition to the normal free baggage allowance, subject to Carrier's Regulations.

(4) Acceptance for carriage of pets/guide dogs is subject to the condition that the passenger assumes full responsibility for such pets/guide dogs. Carrier shall not be liable for injury to or loss, delay, sickness or death of such pets/guide dogs in the event that it is refused entry into or passage through any country, state or territory.

ARTICLE 10 SCHEDULES, CANCELLATION OF FLIGHT

1. Times and Schedules

Carrier undertakes to use its best efforts to carry the passenger and his/her baggage with reasonable dispatch and adhere to published schedules in effect on the date of travel. Time shown in the timetables or elsewhere are not guaranteed and do not form part of the contract of carriage. Except in the case of its acts or omissions done with intent to cause damage or recklessly and with knowledge that damage would probably result, Carrier shall not be liable for errors or omissions in timetables or other published schedules, or for representations made by employees, agents or representatives of Carrier as to the dates or times of departure or arrival or as to the operation of any flight.

2. Cancellation, Changes of Schedule, etc.

(1) When circumstances so require, Carrier may without notice substitute alternate Carriers or aircraft, or cancel, terminate, divert, postpone or delay any flight or the further right of carriage or reservation of traffic accommodations and determine if any departure or landing should be made, without any liability except to refund in accordance with these Conditions of Carriage the fare and baggage charges for any unused portion of the ticket, if it considers that it would be advisable to do so:

A. because of any fact beyond its control (including, but without limitation, meteorological conditions, acts of God, force major, strikes, riots, civil commotion, embargoes, wars, hostilities, disturbances, or unsettled international conditions) actual, threatened or reported, or because of any delay, demand, condition, circumstance or requirement due, directly or indirectly, to such fact; or

B. because of any fact not reasonably to be foreseen, anticipated or predicted; or

C. because of any government regulations, demand or requirement or changes thereto; or

D. because of shortage of labor, fuel or facilities, or labor difficulties of Carrier or others.

(2) If due to circumstances beyond its control, Carrier cancels or delays a flight, is unable to provide previously confirmed space, fails to stop at a passenger's stopover or destination point, or causes the passenger to miss a connecting flight on which the passenger holds a reservation, Carrier shall either:

A. carry the passenger on another of its scheduled passenger services on which space is available; or

B. reroute the passenger to the destination indicated on the ticket or applicable portion thereof by its own scheduled services or the scheduled services of another Carrier, or by means of surface

transportation. If the sum of the fare, excess baggage charge and any applicable service charge for the revised routing is higher than the refund value of the ticket or applicable portion thereof, Carrier shall require no additional fare or charge from the passenger, and shall refund the difference if the fare and charges for the revised routing are lower; or

C. make a refund in accordance with the provisions of Article 11; and shall be under no further liability to the passenger.

(3) If a flight is oversold, subject to Carrier's Regulations and government laws, Carrier shall provide Denied Boarding Compensation (DBC) to the qualified passenger being denied boarding.

ARTICLE 11 REFUNDS

1. General

Carrier shall make refund for an unused ticket or portion thereof on voluntary change of his/her arrangements by the passenger in accordance with this Article and with Carrier's Regulations, or on failure by Carrier to provide carriage in accordance with the contract of carriage.

2. Person to Whom Refund Will Be Made

(1) Except as hereinafter provided in this Article, Carrier 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.

(2) If a ticket has been paid for by a person other than the passenger named in the ticket, and Carrier has indicated on the ticket that there is a restriction on refund, Carrier shall make a refund only to the person paying for the ticket or to that person's order.

(3) Except in the case of lost tickets refunds will only be made on surrender to Carrier of the passenger coupon or passenger receipt and surrender of all unused flight coupons.

(4) A refund made to anyone presenting the passenger coupon or passenger receipt and all unused flight coupons and holding himself or herself out as a person to whom refund may be made in terms of paragraphs 2.(1) to 2. (2) of this article shall be deemed a proper refund, and shall discharge Carrier from liability and any further claim for refund.

3. Involuntary Refunds

If Carrier cancels a flight, fails to operate a flight reasonably according to schedule, fails to stop at a point to which the passenger is destined or ticketed to stop over, is unable to provide previously confirmed space or causes the passenger to miss a connecting flight on which the passenger holds a reservation, the amount of the refund shall be:

(1) If no portion of the ticket has been used, an amount equal to the fare paid;

(2) If a portion of the ticket has been used, the refund will be the higher of:

A. the one way fare (less applicable discounts and charges) from point of interruption to destination or point of next stopover, or

B. the difference between the fare paid and the fare for the transportation used.

4. Voluntary Refunds

If the passenger requests a refund of his/her ticket for reasons other than those set out in

Paragraphs of this Article, the amount of the refund shall be:

- (1) if no portion of the ticket has been used, an amount equal to the fare paid, less any applicable services charge or cancellation fees;
- (2) if a portion of the ticket has been used, the refund will be an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the ticket has been used, less any applicable service charges or cancellation fees.

5. Refund on Lost ticket

If a ticket or portion thereof is lost, refund will be made on proof of loss satisfactory to Carrier and upon payment of any applicable service charge, on condition that:

- (1) the lost ticket or portion thereof has not been used, previously refunded or replaced;
- (2) the person to whom the refund is made undertakes, in such form as may be prescribed by Carrier, to repay to Carrier the amount refunded in the event and to the extent that the lost ticket or portion thereof is used by any person or that refund is made to any person in possession of the ticket.

6. Right to Refuse Refund

- (1) After the expiry of the validity of the ticket, Carrier may refuse refund when application therefore is made later than the time prescribed in Carrier's Regulations.
- (2) Carrier may refuse refund on a ticket which has been presented to Carrier or to Government officials of a country as evidence of intention to depart there from, unless the passenger establishes to the Carrier's satisfaction that he/she has permission to remain in the country or that he/she will depart there from by another Carrier or another of transport.

7. Currency

All refunds will be subject to Government laws, rules and regulations or orders of the country in which the ticket was originally purchased and of the country in which the refund is being made. Subject to the foregoing provision, refunds will normally be made in the currency in which the ticket was paid for, but may be made in another currency in accordance with Carrier's Regulations.

8. By Whom Ticket Refundable

Refund will be made only by the Carrier which originally issued the ticket. When a ticket is issued by an authorized agent of Carrier, such agent may make refund to the passenger on behalf of Carrier in accordance with Carrier's Regulations.

ARTICLE 12 GROUND TRANSFER SERVICES

Published fares do not include ground transfer services, and Carrier shall not maintain, operate or provide ground transfer service between airports or between airports and town centers unless otherwise indicated in Carrier's regulations. Except where ground transfer service is directly operated by Carrier, Carrier is not liable for the acts or omissions of such ground transfer services and shall not be liable therefore by reason of anything done by an employee or agent of Carrier in assisting the passenger to make arrangements for such services.

ARTICLE 13 CONDUCT ABOARD AIRCRAFT

1. If the passenger conducts himself/herself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstructs the crew in the performance of their duties, or fails to comply with any instruction of the crew, or behaves in a manner to which other passengers may reasonably object, Carrier may take such measures as it deems necessary to prevent continuation of such conduct, including restraint of the passenger.

The passenger may not operate aboard the aircraft portable radios, electronic games or transmitting devices including radio controlled toys and walkie-talkies. The passenger shall not operate any other electronic devices on board without Carrier's permission, except that portable recorders (while the aircraft lift to a specific height), hearing aids and heart pacemakers may be used.

ARTICLE 14 ARRANGEMENT BY CARRIER

If in the course of concluding the contract of carriage by air, Carrier also agrees to make arrangements for the provision of additional services for passengers, whether or not the cost of such arrangements is for the account of Carrier, Carrier acts only as agent for the passenger and Carrier is not liable for loss, damage or expense of any nature whatever incurred by the passenger as a result of or in connection with the use by the passenger of such arrangements or the denial of the use thereof to the passenger by any other person, company or agency, Carrier shall have no liability to the passenger except for negligence on its part in making such arrangements.

ARTICLE 15 SUCCESSIVE CARRIER

Carriage to be performed by several successive Carriers under one ticket, or under a ticket and any conjunction ticket issued in connection therewith is regarded as a single operation.

ARTICLE 16 ADMINISTRATIVE FORMALITIES

1. General

The passenger shall be solely responsible for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or over, and with Carrier's regulations and instructions. Carrier shall not be liable for any aid or information given by any agent or employee of Carrier to any passenger in connection with obtaining necessary documents or visas or complying with laws, regulations orders, demands, and requirements, whether given in writing or otherwise; or for the consequences to any passenger resulting from his/her failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

2. Travel Documents

The passenger shall present all exit, entry, health and other documents required by laws, regulations, orders, demands or requirements of the countries concerned, and permit Carrier to take and retain copies thereof. Carrier reserves the right to refuse carriage of any passenger who has not complied with applicable laws, regulations, orders, demands or requirements or whose documents do not appear to be in order, or who does not permit Carrier to take and retain copies thereof. Carrier is not liable to the passenger for loss or expense due to the passenger's failure to comply with the requirements of this paragraph, and if damage is caused to Carrier because of the passenger's failure to comply with the paragraph, the passenger shall indemnify Carrier therefore.

3. Refusal of Entry

Subject to applicable laws and regulations, the passenger agrees to pay the applicable fare whenever Carrier, on government order, is required to return a passenger to his/her point of origin or elsewhere, owing to the passenger's inadmissibility into a country, whether of transit or of destination. Carrier may apply to the payment of such fare any funds paid to Carrier for unused carriage, or any funds of the passenger in the possession of Carrier. The fare collected for carriage to the point of refusal of entry or deportation will not be refunded by Carrier. Passenger shall be Responsible for Fines, Detention Costs, etc. If Carrier is required to pay or deposit any fine or penalty or to incur any expenditure by reason of the passenger's failure to comply with laws, regulations, orders, demands and travel requirements of the countries concerned or to produce the required documents, the passenger shall on demand reimburse to Carrier any amount so paid or deposited and any expenditure so incurred. Carrier may use towards such expenditure any funds paid to Carrier for unused carriage, or any funds of the passenger in the possession of Carrier.

5. Customs Inspection

If required, the passenger shall attend inspection of his baggage, checked or unchecked, by customs or other Government officials. Carrier is not liable to the passenger for any loss or damage suffered by the passenger through failure to comply with this requirement.

6. Government Regulations

Carrier is not liable if it determines that what it understands to be applicable law, government regulations, demand, order or requirement requires that it refuse and it does refuse to carry a passenger.

7. Security Inspection

The passenger shall submit to any security checks by government or airport officials or by Carrier.

ARTICLE 17 LIABILITY OF DAMAGE

1. Carriage hereunder is subject to the rules and limitations relating to liability established by the Warsaw Convention, unless such carriage is not carriage in which, according to the contract made by the parties, the place of departure and the place of destination, whether or not there be a break in the carriage or a transshipment, are situated either within the territories of two High Contracting Parties to the Warsaw Convention, or within the territory of a single High Contracting Party, to the said Convention, if there is an agreed stopping place within a territory subject to the sovereignty, suzerainty, mandate or authority of another power, even though that power is not a party to the said Convention; or established by the Warsaw Convention as Amended at the Hague, 1955, unless such carriage is not carriage in which, according to the agreement between the parties, the place of departure and the place of destination, whether or not there be a break in the carriage or a transshipment, are situated either within the territories of two High Contracting Parties to the Warsaw Convention as Amended at the Hague, 1955, or within the territory of a single High Contracting Party to the said Convention if there is an agreed stopping place within the territory of another state, even if that state is not a High Contracting Party to the said Convention.

2. In carriage which is not international carriage to which the Convention applies:

(1) Carrier shall be liable for damage to a passenger or his/her checked baggage only if such damage has been caused by the negligence of Carrier. If there has been contributory negligence on the part of the passenger, Carrier's liability shall be subject to the applicable law relating to contributory negligence.

(2) Except in the case of acts or omissions done with intent to cause damage or recklessly and with knowledge that damage would probably result:

A. The liability of UNI with respect to each passenger for death, wounding or other bodily injury shall be limited to the sum then equivalent of 100,000 S.D.R.; provided that, in accordance with applicable law, if a different limit of liability is applicable, such different limit shall be applied.

B. With respect to delay, Carrier shall be under no liability except as provided in these Conditions of Carriage.

3. To the extent of not being in conflict with the foregoing and whether or not the Convention applies:

(1) Carrier is liable only for damage occurring on its own line. A Carrier issuing a ticket or checking baggage over the lines of another Carrier does so only as agent for such other Carrier. Carrier shall not be liable for the death, injury or delay of a passenger or the loss, damage or delay of unchecked baggage, or claim of whatsoever not occurring on its own line; and Carrier

shall not be liable for the loss, damage or delay of checked baggage not occurring on its own line, except that the passenger shall have a right of action for such loss, damage or delay on the terms herein provided against Carrier, when Carrier is the first Carrier or the last Carrier under the agreement to carry.

(2) Carrier is not liable for damage to unchecked baggage unless such damage is caused by negligence of Carrier. If there has been contributory negligence on the part of the passenger, Carrier's liability shall be subject to the applicable law relating to contributory negligence;

(3) Carrier is not liable for any damage arising from its compliance with any laws or Government regulations, orders or requirements, or from failure of the passenger to comply with the same, or out of any cause beyond Carrier's control.

(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, the liability of Carrier in the case of damage to checked baggage shall be limited to 250 French Gold Francs or its equivalent (the United States equivalent is approximately US\$20.00) per kilogram and in the case of damage to unchecked baggage or other property shall be limited to 5,000 French Gold Francs or its equivalent (the United States equivalent is approximately US\$400.00) per passenger, provided that if in accordance with applicable law different limits of liability are applicable such different limits shall apply. If the weight of the 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 service concerned, as provided in Carrier's Regulations. If in the case of checked baggage a higher value is declared in advance and additional charges are paid pursuant to applicable tariffs, the liability of Carrier shall be limited to such higher declared value.

(5) Carrier's liability shall not exceed the amount of proven damages. Carrier shall furthermore not be liable for indirect or consequential damages.

(6) In the event of delivery to the passenger of part but not all of his/her checked baggage, or in the event of damage to part but not all of such baggage, the liability of Carrier with respect to the undelivered or damaged portion shall be reduced proportionately on the basis of weight notwithstanding the value of any part of the baggage or contents thereof.

(7) Carrier is not liable for injury to a passenger or for damage to a passenger's baggage caused by property contained in such passenger's baggage. Any passenger whose property causes injury to another person or damage to another person's property or to the property of Carrier shall indemnify for all losses and expenses incurred by Carrier as a result thereof.

(8) Carrier is not liable for loss, damage to, or delay in the delivery of fragile or perishable items, money, jewelry, precious metals, silverware, negotiable papers, securities, or other valuables, business documents, passports and other identification documents, or samples, which are

included in the passenger's checked baggage, whether with or without the knowledge of Carrier.

(9) If a passenger is carried whose age or mental or physical condition is such as to involve any hazard or risk by himself or herself, Carrier shall not be liable for any illness, injury or disability, including death, attributable to such condition or for the aggravation of such condition.

(10) Any exclusion or limitation of liability of Carrier shall apply to and be for the benefit of agents, employees and representatives of Carrier and any person whose aircraft is used by Carrier and such person's agents, employees and representatives. The aggregate amount recoverable from Carrier and from such agents, employees, representatives and person shall not exceed the amount of Carrier's limit of liability unless so expressly provided nothing herein contained shall waive any exclusion or limitation of liability of carrier under the convention or applicable laws.

5. Limitation of liability

Carrier shall avail itself of the limitation of liability provided in the applicable Convention to the carriage thereunder; however, in accordance with Article 22 (1) of the Convention, Carrier agrees that as to all international carriage by Carrier as defined in the Convention:

(1) The limit of liability for each passenger for death, wounding or other bodily injury shall be the sum then equivalent of 100,000 S.D.R.

(2) Carrier agrees that as to all international carriage by Carrier to which the Convention applies & which according to the Contract of Carriage include a point in the United States of America as a point of origin, a point of destination or agreed stopping place, Carrier shall not, with respect to any claim arising out of the death, wounding or other bodily injury of a passenger, avail itself of any defense under Article 20 (1) of the Convention. Nothing herein shall be deemed to affect the rights of Carrier with regard to any claim brought by, on behalf of, or in respect of any person who has willfully caused damage which resulted in death, wounding or other bodily injury of a passenger.

(3). The sum mentioned in terms of S.D.R. in this Article shall be deemed to refer to the Special Drawing Rights as defined by the International Monetary Fund. Conversion of the sum into national currencies shall, in case of judicial proceedings, be made according to the value of such currencies in terms of the Special Drawing Rights at the date of conclusion of an oral argument, or in case of judicial proceedings, according to the value of such currencies in terms of the Special Drawing Rights at the date when the damages to be paid is agreed.

ARTICLE 18 TAXES

Any tax or charge imposed by government or by municipal' or other authority, or by the operator of an airport, in respect of a passenger or the use by a passenger of any services or facilities: will be in addition to the published fares and charges and shall be payable by the passenger, except as otherwise provided in Carrier's Regulations.

ARTICLE 19 CARRIER

Carrier shall not be liable in any event for any consequential or special damage arising from carriage subject to these Conditions of Carriage and applicable tariffs, whether or not Carrier had knowledge that such damage might be incurred. Any tax or charge imposed by government or by municipal or other authority, or by the operator of an airport, in respect of a passenger or the use by a passenger of any services or facilities: will be in addition to the published fares and charges and shall be payable by the passenger, except as otherwise provided in Carrier's Regulations.

1. Time Limitation of Claims and Actions

No claim shall lie in the case of damage to checked baggage unless the person entitled to delivery gives notice to Carrier 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 Twenty-One (21) days from the date on which the baggage has been placed at his/her disposal. Every complaint must be made in writing and dispatched within the times aforesaid.

2. Limitation of Actions

Any right to damages shall be extinguished if an action is not brought within two years reckoned from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from 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 of the case.

ARTICLE 20 MODIFICATION AND WAIVER

No agent, servant or representative of Carrier has authority to alter, modify or waive any provision of Carrier's Regulations.

Name of Carrier : SKY ANGKOR AIRLINES

Abbreviation of Name : SWM