



**SOUTH AFRICAN AIRWAYS**

A STAR ALLIANCE MEMBER 

May 2018

# **SOUTH AFRICAN AIRWAYS GENERAL CONDITIONS OF CARRIAGE**

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## **Article 1 - What Particular Expressions Mean In These Conditions**

1. Clause headings are for convenience and will not be used in the interpretation of these Conditions and, unless the context clearly indicates a contrary intention
  - 1.1. "**WE**", "**OUR**" "**OURSELVES**" and "**US**" means South African Airways (SOC) Limited.
  - 1.2. "**YOU**", "**YOUR**" and "**YOURSELF**" means any person holding a ticket, except members of the crew, carried or to be carried in an aircraft pursuant to a ticket. (see also definition for "**PASSENGER/CUSTOMER**")
  - 1.3. "**AGREED STOPPING PLACES**" means those places, except the place of departure and the place of destination, set out in the ticket as scheduled stopping places on your route.
  - 1.4. "**AIRLINE DESIGNATOR CODE**" means the two-characters or three letters which identify particular air carriers.
  - 1.5. "**AUTHORISED AGENT**" means a passenger sales agent who has been appointed by us to represent us in the sale of air transportation on our services.
  - 1.6. "**BAGGAGE**" means your personal property accompanying you on your flight. unless otherwise specified, it consists of both your checked and unchecked baggage.
  - 1.7. "**BAGGAGE CHECK**" means those portions of the ticket which relate to the carriage of your checked baggage.
  - 1.8. "**BAGGAGE IDENTIFICATION TAG**" means a document issued solely for identification of checked baggage.
  - 1.9. "**BUSINESS DAY**" means any day other than a Saturday, Sunday or official public holiday in South Africa (as per the Public Holidays Act 36 of 1994), provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted.
  - 1.10. "**CARRIER**" means an air carrier other than ourselves, whose airline designator code appears on your ticket or on a conjunction ticket.
  - 1.11. "**CHECKED BAGGAGE**" means baggage of which we take custody and for which we have issued a baggage identification tag and/or a baggage check. checked baggage travels in the hold of the aircraft.
  - 1.12. "**CHECK-IN DEADLINE**" means the time limit by which you must have completed check-in formalities and received your boarding pass, as specified by the airline.
  - 1.13. "**CIRCUMSTANCES BEYOND SAA'S CONTROL**" means circumstances beyond SAA's reasonable control, whether or not foreseeable, which prevent SAA from performing its services or offering any assistance in terms of these conditions, which circumstances shall include, without limitation, general power failures, breakdown of telecommunication networks or computers, security risks, political instability or intervention, event of war, terrorism, imposition of sanctions, riot, insurrection, strikes (including strikes by third parties) or other industrial action, an act of God (inclement weather conditions, including earthquakes, heat, drought, rain or floods), meteorological conditions incompatible with the safe operation of a flight, runway or airport closures, insufficient or failure of airport



- infrastructure, civil aviation authority or other regulatory intervention or airspace restrictions.
- 1.14. "**CIRCUMSTANCES BEYOND THE PASSENGER'S CONTROL**" means unusual and unforeseen circumstances which you cannot control and the consequences of which cannot be avoided by Your taking reasonable care.
  - 1.15. "**CONDITIONS OF CONTRACT**" means those statements contained in or delivered with the ticket or itinerary receipt, identified as such and which incorporate by reference, these conditions of carriage and notices.
  - 1.16. "**CONJUNCTION TICKET**" means one ticket issued for carriage by more than one carrier for a particular journey.
  - 1.17. "**CONNECTING FLIGHT**" means a flight providing onward travel on the same ticket or on a conjunction ticket.
  - 1.18. "**CONVENTION**" means whichever of the following applicable instruments:
    - 1.18.1. the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed as Warsaw, 12 October 1929 (hereinafter referred to as the Warsaw Convention);
    - 1.18.2. the Warsaw Convention as amended at The Hague on 28 September 1955;
    - 1.18.3. the Warsaw Convention as amended by Additional Protocol No. 1 of Montreal (1975);
    - 1.18.4. the Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975);
    - 1.18.5. the Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975);
    - 1.18.6. Guadalajara supplementary Convention (1961) (Guadalajara)
    - 1.18.7. the Convention for the Unification of Certain Rules for International Carriage by Air signed at Montreal on 28 May 1999.
  - 1.19. "**COUPON**" means both a paper flight coupon and an electronic coupon, each of which entitle the named passenger to travel on the particular flight identified on the flight coupon or electronic coupon.
  - 1.20. "**CUSTOMER**" or "**PASSENGER**" means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a ticket. (See also definition for "**YOU**", "**YOUR**" and "**YOURSELF**").
  - 1.21. "**DAMAGE**" includes death, wounding, or bodily injury to a passenger, loss, partial loss, theft or other damage, arising out of or in connection with carriage or other service incidental thereto, performed by us.
  - 1.22. "**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 provided further that for purposes of determining duration of validity of a ticket, the day upon which the ticket is issued, or the flight commenced shall not be counted.
  - 1.23. "**DOMESTIC FLIGHTS**" means destinations serviced by us within the RSA.
  - 1.24. "**ELECTRONIC COUPON**" means an electronic flight coupon or other value document held in our database.
  - 1.25. "**ELECTRONIC TICKET**" means the itinerary receipt issued by us or on our behalf, the electronic coupons and, if applicable, a boarding document.



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- 1.26. "**EMD**" means an electronic miscellaneous document, being an official IATA standard electronic document to facilitate fulfilment of optional/ancillary services.
- 1.27. "**FARE RULES**" means conditions that determine the price of an air ticket, that is, whether a ticket is refundable or non-refundable or whether additional charges will be charged for date and routing changes. Generally, less expensive fares are restrictive and more expensive fares are less restrictive.
- 1.28. "**FEES**" means the applicable taxes, fees and charges.
- 1.29. "**FLIGHT COUPON**" means that portion of the ticket that bears the notation "good for passage," or in the case of an electronic ticket, the electronic coupon, and indicates the particular places between which you are entitled to be carried.
- 1.30. "**FREMEC**" means frequent traveller's medical card, issued to passengers with reduced mobility.
- 1.31. "**IATA**" means the International Air Transport Association, established in 1945 in Montreal, the objective 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.
- 1.32. "**ICAO**" means the International Civil Aviation Organisation.
- 1.33. "**INTERNATIONAL FLIGHTS**" means destinations serviced by us outside of the RSA.
- 1.34. "**ITINERARY RECEIPT**" means a document we issue to passengers travelling on electronic tickets that contain the passenger's name, flight information and notices.
- 1.35. "**NAME**" means your full names as they appear in your travel documents.
- 1.36. "**PASSENGER COUPON**" or "**PASSENGER RECEIPT**" means that portion of the ticket issued by us or on our behalf, which is so marked and which ultimately is to be retained by you.
- 1.37. "**PASSENGER WITH REDUCED MOBILITY**" means a passenger with physical, sensory or mental impairment due to age, illness, injury, congenital malfunction or other temporary or permanent incapacity or disability.
- 1.38. "**POLICIES**" means our rules, other than these conditions of carriage, published by us and in effect on the date of ticket issue, governing carriage of passengers and/or baggage and shall include any applicable tariffs in force and the fare rules.
- 1.39. "**RSA**" means the Republic of South Africa.
- 1.40. "**SDR**" means a Special Drawing Right, being the composite unit of currency that is a basket of currencies comprising the Euro, Japanese Yen, Pound Sterling and US Dollar, which is used as the official unit of exchange, as defined by the International Monetary Fund.
- 1.41. "**SEPARATE TICKET**" means any ticket that is not a conjunction ticket.
- 1.42. "**STOPOVER**" means the scheduled stop on your journey, at a point between the place of departure and the place of destination.
- 1.43. "**TARIFF**" means the published fares, charges and/or fees of an airline.
- 1.44. "**TICKET**" means either the document entitled "passenger ticket and baggage check" or the electronic ticket, in each case issued by us or on our behalf, and



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includes the conditions of contract, notices and coupons. Refer to "**CONJUNCTION TICKET**".

- 1.45. "**TRAVEL DOCUMENTS**" means any identification documentation, being your identity document or drivers' licence, in respect of domestic flights and your passport in respect of international flights.
- 1.46. "**TRAVEL INSURANCE**" means insurance that is intended to cover medical expenses, trip cancellations, lost luggage, flight accidents and other losses which may be incurred while travelling domestically or nationally on any carrier.
- 1.47. "**UNCHECKED BAGGAGE**" means any of your baggage other than checked baggage.

## **Article 2 - Applicability**

### 2.1. GENERAL

- 2.1.1. Our Conditions of Carriage apply to domestic and international flights. They also apply to non-scheduled flights where there are seats sold individually and offered to you (Article 2)
- 2.1.2. Except as provided in Articles 2.3, 2.5 and 2.6, our conditions of carriage will apply to all flights we operate under the SAA airline designator code and to any case where we have a legal liability to you. This includes only operating flights when you are traveling on conjunction tickets.
- 2.1.3. These conditions also apply to gratuitous and reduced fare carriage except to the extent that we have provided otherwise in our policies or in the relevant contracts, passes or tickets.

### 2.2. OUR POLICIES

- 2.2.1. Further to what is set out at 2.1.3, it is important to note that some aspects of your carriage are governed by our policies, which policies you acknowledge are binding and enforceable against you and can be made available to you, on request.

### 2.3. CHARTER OPERATIONS

- 2.3.1. If carriage is performed pursuant to a charter agreement, these conditions of carriage apply only to the extent that they are incorporated by reference or otherwise, in the charter agreement or the ticket.

### 2.4. CODE SHARES

- 2.4.1. On some services, we have arrangements with other carriers known as "code shares". this means that even if you have a reservation with us and hold a ticket where our name or airline designator code is indicated as the carrier, another carrier may operate the aircraft. If such arrangements apply we will advise you of the carrier operating the aircraft at the time you make a reservation.



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## 2.5. OVERRIDING LAW

- 2.5.1. These conditions of carriage are applicable unless they are inconsistent with our tariffs, fare rules and/or applicable laws in which event, such tariffs, fare rules and/or applicable laws shall prevail.
- 2.5.2. If any provision of these conditions of carriage is invalid under any applicable law, the other provisions shall nevertheless remain valid.
- 2.5.3. In the event that there are inconsistencies between these conditions of carriage and policies, these conditions of carriage shall prevail.

## 2.6. CONDITIONS PREVAIL OVER POLICIES

- 2.6.1. Except as provided in these conditions of carriage, in the event of inconsistency between these conditions of carriage and any of our policies, these conditions of carriage shall prevail.

## **Article 3 - Tickets**

### 3.1. GENERAL PROVISIONS

- 3.1.1. We will provide carriage only to the passenger named in the ticket, and you shall be required to produce valid travel documents.
- 3.1.2. It is therefore important to ensure that your name is correct as per your travel documents, as spelling errors that must be corrected could be at your cost.
- 3.1.3. In order to successfully execute the contract of carriage, you must present for boarding with your travel documents and, in the time established by us, meet all of the requirements in respect of the implementation of transport, such as obtaining the correct visa entry, stay, transit and vaccination certificates and any other documents which may be required by the legislation of the countries of destination, and connection; as well as obey the instructions transmitted by us.
- 3.1.4. A ticket is not transferable and as such, may not be used by another person other than the person named on the ticket. The correction of the name does not change the character of a personal and non-transferable nature of the airline ticket.
- 3.1.5. Some tickets are sold at discounted fares which may be partially or completely non-refundable. However, it is important to note that partial refunds exclude instances where you fail to present yourself for check-in. You should, therefore, choose the fare best suited to your needs and also ensure that you have appropriate insurance to cover instances where you have to cancel your ticket.
- 3.1.6. If you have a ticket, as described in 3.1.5, which is completely unused, and you are prevented from travelling, the treatment of such ticket will be subject to the applicable fare rules.
- 3.1.7. The ticket is and remains at all times the property of the issuing carrier.
- 3.1.8. Requirement for a ticket.
  - 3.1.8.a. you shall not be entitled to be carried on a flight unless you provide positive identification and a valid electronic ticket has



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been duly issued in your name and delivered to you (see 3.1.1).

### 3.2. PERIOD OF VALIDITY

- 3.2.1. Except as otherwise provided in the ticket, these conditions of carriage, or any applicable tariffs (which may limit the validity of a ticket, in which case the limitation will be shown on the ticket), a ticket is valid for one year from the date of issue, subject to the first travel occurring within the said period.
- 3.2.2. If after having commenced your journey, you are prevented from travelling within the period of validity of the ticket by reason of illness resulting in your hospitalisation, we may, subject to our fare rules, extend the period of validity of your ticket until:
  - 3.2.2.a. The date when you become fit to travel ("**RECOVERY DATE**");  
or
  - 3.2.2.b. Our first flight after the Recovery Date, from the point where the journey is resumed and on a flight which has space available in the class of service for which the fare has been paid.
- 3.2.3. The recovery date must be attested to by a medical certificate stating that you are fit to travel and the facts relating to your hospitalisation. In addition, you will be required to submit a valid tax invoice in respect of your hospitalisation and proof of payment of same.
- 3.2.4. where the flight coupons remaining in the ticket involve one or more stopovers, the validity of such ticket may be extended for not more than three months from the recovery date. In such circumstances, we may extend the period of validity of tickets of other members of your immediate family accompanying you, for a similar period.
- 3.2.5. In the event of death of a passenger en route, the tickets of persons accompanying the passenger may be modified by waiving the minimum stay or extending the validity.
- 3.2.6. 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 who are accompanying the passenger, may likewise be modified. Any such modification shall be made upon receipt of a valid death certificate and any such extension of validity shall not be for a period longer than forty-five (45) days from the date of the death.
- 3.2.7. you hereby agree and acknowledge that, other than as set out above and provided that we are at fault, SAA will in no way be liable to you in the event that you do not show up for a flight.

### 3.3. COUPON SEQUENCE AND USE

- 3.3.1. The ticket you have purchased is valid only for the transportation as shown on the ticket, from the place of departure via any agreed stopping places to the final destination. The fare you have paid is based upon our tariff and is for the transportation as shown on the ticket. It forms an essential part of our contract with you. The ticket will not be honoured and will lose



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its validity for travel, if all the coupons are not used in the sequence provided in the ticket.

- 3.3.2. Should you wish to change any aspect of your transportation, you must contact us in advance to ensure that the original sequence of your coupon is maintained. The fare for your new transportation will be calculated and you will be given the option of accepting the new price or maintaining your original transportation as ticketed.
- 3.3.3. Should you be required to change any aspect of your transportation due to circumstances beyond your control, you must contact us as soon as practicable and we will, after receiving acceptable evidence from you as proof of the said circumstances, use reasonable efforts to transport you to your next stopover or final destination, in accordance with the fare rules, which may include a recalculation of the fare you paid for the ticket.
- 3.3.4. In the event that you make means of another form of transportation to reach any agreed stopping place, you should contact us as soon as practicable in order to ensure that your return or onward travel is not cancelled.
- 3.3.5. Should you change your transportation without our agreement, we will assess the correct price for your actual travel, at the time of refund. In the event that a refund becomes due to you, the calculation of the refund will be in accordance with the fare rules.
- 3.3.6. Please be aware that while some types of changes will not result in a change of fare, others, such as changing the place of departure (for example if you do not fly the first segment) or reversing the direction you travel, can result in an increase in price. Many fares are valid only on the dates and for the flights shown on the ticket and may not be changed at all, or only upon payment of an additional fee.
- 3.3.7. Each flight coupon contained in your ticket will be accepted for transportation in the class of service on the date and flight for which space has been reserved. When a ticket is originally issued without a reservation being specified, space may be later reserved subject to our tariff and the availability of space on the flight requested.
- 3.3.8. Please be advised that in the event you do not show up for any flight without advising us in advance, we may cancel your return or onward reservations. However, if you do advise us in advance, we will not cancel your subsequent flight reservations and will reassess the price of the ticket as per our policies.

#### 3.4. NAME AND ADDRESS OF CARRIER

- 3.4.1. Our name may be abbreviated to the airline designator code, SA, in the ticket. Our address shall be deemed to be the airport of departure shown opposite the first abbreviation of our name in the "carrier" box in the ticket, or in the case of an electronic ticket, as indicated for our first flight segment in the itinerary receipt. Alternatively, you may refer to our website [www.flysaa.com](http://www.flysaa.com), for details of our name.



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#### **Article 4 - Stopovers**

- 4.1. Stopovers may be permitted at agreed stopping places subject to government requirements and regulations.
- 4.2. Stopovers may be arranged with a carrier in advance and specified on the ticket.

#### **Article 5 - Fares and Fees**

##### 5.1. FARES

- 5.1.1. Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination on a single ticket, unless otherwise expressly stated. Fares do not include ground transport service between airports and between airports and town terminals. Your fare will be calculated in accordance with our tariff in effect on the date of payment of your ticket for travel on the specific dates and itinerary shown on it. Should you change your itinerary or dates of travel, this may impact the fare to be paid. Carrier imposed charges or surcharges may be added to your fare as part of the published total amount payable.

##### 5.2. SPECIAL FARE RESTRICTIONS

- 5.2.1. Many "special" fares are issued subject to conditions which may restrict or prohibit any change of booking and may limit the amount of any refund due in the event of cancellation or failure to travel.
- 5.2.2. Travel insurance in respect of instances referred to at 5.2.1 is available, at your sole cost from amongst others, our travel insurance partners and you should contact your airline office or travel agent for details.

##### 5.3. FEES

- 5.3.1. Applicable fees imposed by government or other authorities, or by the operator of an airport, shall be payable by you. At the time you purchase your ticket, you will be advised of fees that are not included in the fare, most of which will normally be shown separately on the ticket. The fees imposed on air travel are constantly changing. In the event of an increase in taxes, fees or charges shown on the ticket and arising from whatsoever reason, the liability for such increases will be borne solely by you, until such time that payment for the ticket has been received.
- 5.3.2. The carrier imposed charges or surcharges that are added to your fare and form part of the published total amount payable, may not be refundable.

##### 5.4. CURRENCY

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



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## **Article 6 – Reservations**

### **6.1. RESERVATION REQUIREMENTS**

- 6.1.1. We or our authorised agent will record your reservation(s). Upon request, we will provide you with written confirmation of your reservation(s).
- 6.1.2. Certain fares have conditions which limit or exclude your right to change or cancel reservations. You should check the conditions that apply to your fare. We accept no responsibility for your failure to do so.
- 6.1.3. We shall provide to you all the information available such as:
  - 6.1.3.a. The total amount paid in national currency;
  - 6.1.3.b. The rules of rebooking, refunds, no show fees and possible penalties thereof;
  - 6.1.3.c. Information relating to connecting time and possible airport changes;
  - 6.1.3.d. Rules and values of the transport of luggage, including the free baggage allowance excess baggage rates, which information is also available on our website.
- 6.1.4. In making reservations, we make use of various fraud detection tools to monitor and screen virtual card payment reservations. In the event that the results from the said fraud detection tools render a fraud notification or an alert is received from a card user, we reserve the right to reject your reservation.
- 6.1.5. Where your reservation has been rejected as contemplated in 6.1.4 and you have provided us with your correct electronic mail ("**e-mail**") contact details, the following shall be applicable:
  - 6.1.5.a. If your reservation is rejected prior to you being issued with a ticket, we shall notify you of the said rejection by way of e-mail;
  - 6.1.5.b. If your reservation is rejected following the issuing of your ticket, in addition to the undertaking at 6.1.5.a, we reserve the right to cancel your ticket.
- 6.1.6. The total value of the airfare includes the value of air transport services; airport charges and amounts due to governmental entities to be paid by you and collected through us.
- 6.1.7. The final value to be paid by you will include any optional services actively contracted (opt-in rule) by you in the process of purchasing of the airfare.
- 6.1.8. In case of a refund, airport charges and amounts due to governmental entities to be paid by you and collected through SAA, will be fully refunded to you, subject to the regulations of the relevant jurisdiction and/or our fare rules.

### **6.2. TICKETING TIME LIMITS**

If you have not paid for the ticket prior to the specified ticketing time limit, as advised by us or our authorised agent, we may cancel your reservation.



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### 6.3. PERSONAL INFORMATION

- 6.3.1. We confirm that SAA, in its processing of personal information, complies with the requirements of applicable laws dealing with the protection and processing of personal information and international standards in this regard.
- 6.3.2. you recognise that personal data has been given to us for the purposes of making a reservation, purchasing a ticket, obtaining ancillary services, developing and providing services, facilitating immigration and entry procedures, and making available such data to government agencies, in connection with your travel. For these purposes, you authorise us to retain and use such data and to transmit it to our own offices, authorised agents, government agencies, other carriers or the providers of the above mentioned services. We shall not be liable to you for any loss or expense incurred due to our use or transmission of such data unless the loss or expense was due to our negligence. You may be required, by government regulations, to provide specific personal information to us, including information to enable us to notify family members in the event of an emergency. Failure by you to provide personal information required by the airline and / or relevant authorities of the country to which, or within which you will be travelling may result in you not being accepted for carriage.

### 6.4. SEATING

- 6.4.1. We will endeavour to honour advance seating requests or purchases, however, we cannot guarantee any particular seat. We reserve the right to assign or reassign seats at any time, even after Boarding of the aircraft. This may be necessary for operational, safety or security reasons.

### 6.5. RECONFIRMATION OF RESERVATIONS

- 6.5.1. Onward or return reservations may be subject to the requirement to reconfirm the reservations within specified time limits. We will advise you when we require reconfirmation, and how and where it should be done. If it is required and you fail to reconfirm, we may cancel your onward or return reservations. However, if you advise Us You still wish to travel, and there is space on the flight, we will reinstate your reservations and transport you. If there is no space on the flight, we will use reasonable efforts to transport you to your next or final destination at your own cost.
- 6.5.2. You should check the reconfirmation requirements of any other Carriers involved in your journey with them. Where it is required, you must reconfirm with the Carrier whose code appears for the flight in question on the Ticket.



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## 6.6. CANCELLATION OF ONWARD RESERVATIONS

- 6.6.1. Please be advised that if you do not show up (no show) for any flight without advising us before the prescribed check-in closing time, we will cancel your return or onward reservations. However, if you do advise us in advance, we will not cancel your subsequent flight reservations.
- 6.6.2. Should you fail to advise us as per 6.6.1, you will be required to rebook and our fare rules and conditions will be applicable to such rebooking.

## Article 7 - Check-In and Boarding

- 7.1. Check-in deadlines are different at every airport and we recommend that you inform yourself about these check-in deadlines and honour them. Your journey will be smoother if you allow yourself ample time to comply with the check-in deadlines. We reserve the right to cancel your reservation if you do not comply with the check-in deadlines indicated. We or our authorised agents will advise you of the check-in deadline indicated. For any subsequent flights in your journey, you should inform yourself of the check-in deadlines. Check-in deadlines for our flights can be found on your electronic ticket, on our website, or may be obtained from us or our authorised agents. You must adhere to the minimum connecting time on your ticket and connect as fast as possible between flights as to ensure that you are not late at the boarding gates for the next flight.
- 7.2. you must personally be present at check-in, with your checked baggage. No third party check-in is allowed. You may not be accepted for carriage if you fail to personally present yourself for check-in.
- 7.3. You must be present at the boarding gate not later than the time specified by us when you check-in as indicated on your boarding pass.
- 7.4. We may cancel the space reserved for you if you fail to arrive at the boarding gate in time.
- 7.5. We will not be liable to you for any loss or expense incurred due to your failure to comply with the provisions of this article.

## Article 8 - Refusal and Limitation of Carriage

### 8.1. RIGHT TO REFUSE CARRIAGE

- 8.1.1. In the reasonable exercise of our discretion, we may refuse to carry you or your baggage if we have notified you in writing that we would not at any time after the date of such notice carry you on our flights. In this circumstance, you will be entitled to a refund. We may also refuse to carry you or your baggage if one or more of the following have occurred or we reasonably believe may occur:
  - 8.1.1.a. If carrying you or your baggage may put the safety of the aircraft or the health and/or safety of any person in the aircraft in danger.
  - 8.1.1.b. If carrying you or your baggage may affect the comfort of any person in the aircraft.
  - 8.1.1.c. If you are drunk or under the influence of alcohol and/or drugs and are behaving in an unruly manner.



- 8.1.1.d. If you are, or we reasonably believe you are, in unlawful possession of drugs.
- 8.1.1.e. If you have ever been caught smoking, attempting to smoke and/or tampering with a smoke detector on a previous flight by a member of our crew.
- 8.1.1.f. If you're mental or physical state or health is a danger or risk to you, the aircraft or any person in it.
- 8.1.1.g. If you have refused to allow a security check to be carried out on you and/or your baggage.
- 8.1.1.h. If you have not obeyed the instructions of our ground staff or a member of the crew of the aircraft relating to safety or security.
- 8.1.1.i. If you have used threatening, abusive or insulting words towards our ground staff or another passenger or a member of the crew of the aircraft.
- 8.1.1.j. If you have behaved in a threatening, abusive, insulting or disorderly way towards a member of our ground staff or a member of the crew of the aircraft.
- 8.1.1.k. If you have deliberately interfered with a member of the crew of the aircraft carrying out their duties.
- 8.1.1.l. If you have put the safety of either the aircraft and/or any person in it in danger.
- 8.1.1.m. If you have made a hoax bomb or other security threat.
- 8.1.1.n. If you have committed a criminal offence during the check-in or boarding processes or on board the aircraft.
- 8.1.1.o. If you have not, or do not appear to have, valid travel documents.
- 8.1.1.p. If you try to enter a country for which your travel documents are not valid.
- 8.1.1.q. If the immigration authority for the country you are travelling to, or for a country in which you have a stopover, has told us (either orally or in writing) that it has decided not to allow you to enter that country, even if you have, or appear to have, valid travel documents.
- 8.1.1.r. If you destroy your travel documents during the flight.
- 8.1.1.s. If you have refused to allow us to photocopy your travel documents.
- 8.1.1.t. If you have refused to give your travel documents to a member of the crew of the aircraft, when we have asked you to do so.
- 8.1.1.u. If you ask the relevant government authorities for permission to enter a country in which you have landed as a transit passenger.
- 8.1.1.v. If carrying you would break government laws, regulations, or orders.
- 8.1.1.w. If you have refused or failed to give us information which a government authority has asked us to provide about you, including passenger information requested in advance of your flight.



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- 8.1.1.x. If you have not presented a valid ticket.
- 8.1.1.y. If you have not paid the fare (or any applicable carrier imposed charges and surcharges, and any applicable fees) for your journey.
- 8.1.1.z. If you have presented a ticket acquired illegally.
- 8.1.1.aa. If you have presented a ticket which you did not buy from us or our authorised agents.
- 8.1.1.bb. If you have presented a ticket which has been reported as stolen.
- 8.1.1.cc. If you have presented a counterfeit ticket.
- 8.1.1.dd. If you have presented a ticket with an alteration made neither by us nor our authorised agents.
- 8.1.1.ee. If you have presented a spoiled, torn or damaged ticket or a ticket which has been tampered with.
- 8.1.1.ff. If you cannot prove you are the person named in the ticket.
- 8.1.1.gg. If you have changed your transportation without our agreement as set out in article 3.3.
- 8.1.1.hh. If you have failed to your boarding pass or your travel documents to us when reasonably asked to do so.
- 8.1.1.ii. If you have failed to complete the check-in process by the check-in deadline.
- 8.1.1.jj. If you have failed to arrive at the boarding gate on time.
- 8.1.1.kk. If you have refused or failed to undergo health screening or a health examination requested by us or by a government or enforcement agency.
- 8.1.1.ll. If you have behaved in a way mentioned above on or in connection with a previous flight and we believe you may repeat this behaviour.

## 8.2. RIGHT TO REFUSE CARRIAGE FOR MEDICAL REASONS

- 8.2.1. Before boarding the aircraft for carriage you must be reasonably satisfied that you are medically fit to fly.
- 8.2.2. you may not be accepted for carriage, if it appears to us that you may have a medical condition which:
  - 8.2.2.a. Is believed to be actively contagious or communicable and life threatening to other passengers or crew; or
  - 8.2.2.b. May cause or induce unusual behaviour, or a physical condition, which could have an adverse effect on the welfare and comfort of other passengers or crew members; or
  - 8.2.2.c. Is considered to be a potential hazard to the safety of the flight; or
  - 8.2.2.d. May cause the flight to be diverted or perform an unscheduled stop.



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### 8.3. SPECIAL ASSISTANCE

- 8.3.1. Acceptance for carriage of unaccompanied children, passengers with reduced mobility, any other persons requiring special assistance is subject to prior arrangement with us. Passengers with disabilities, who have advised us of any special requirements they may have at the time of ticketing, and have been accepted by us, shall not subsequently be refused carriage on the basis of such disability or special requirements.
- 8.3.2. It is your responsibility to ensure that all your special needs are met and you acknowledge that we cannot be held responsible and/or liable in connection with meeting such special needs, over and above the special requirements referred to at 8.3.1.
- 8.3.3. Our policies or government regulations may apply to your carriage, copies of which can be obtained from the SAA's local representative office.
- 8.3.4. Special assistance passengers may not be seated near an emergency exit.

### 8.4. LIABILITY FOR MEDICAL EXPENSES

- 8.4.1. If you take ill aboard the aircraft due to a condition pre-existing the departure date (regardless of whether or not you were aware of the condition) or due to your pregnancy, you will be liable to reimburse to us, the cost of expenses incurred by us in treating you aboard the aircraft, or transporting you on the ground, or for having paid for treatment provided to you by a third party.
- 8.4.2. Furthermore, you will be liable to pay any costs we have incurred in diverting an aircraft to seek medical assistance if you have contravened articles 8.2, and 8.3. We may apply towards payment due to us from you, the value of any unused carriage on your confirmed reservation/s or unused credits to Your account with Us, or any of Your funds in our possession.

### 8.5. OVERLOADING

- 8.5.1. If the carrier believes that the aircraft weight limitation or seating capacity would otherwise be exceeded, the carrier will decide in its reasonable discretion and subject to the provisions of article 9.6.3 of these general conditions of carriage, which passengers and baggage shall be carried.

## **Article 9 – Baggage**

### 9.1. FREE BAGGAGE ALLOWANCE

- 9.1.1. You may carry some baggage, free of charge, subject to our conditions and limitations, which are available upon request from us or our authorised agents and are available on our website [www.flysaa.com](http://www.flysaa.com). Checked baggage will only be accepted for flights you are travelling on.



## 9.2. EXCESS BAGGAGE

- 9.2.1. You will be required to pay a charge for carriage of baggage in excess of the free baggage allowance. These rates are available from us upon request and are available on our website [www.flysaa.com](http://www.flysaa.com).

## 9.3. ITEMS UNACCEPTABLE AS BAGGAGE

- 9.3.1. You must not include in your baggage, items:
- 9.3.1.a. Which do not constitute baggage as defined in article 1;
  - 9.3.1.b. Which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the ICAO technical instructions for the safe transport of dangerous goods by air and the IATA dangerous goods regulations, and in our regulations (further information is available from us on request);
  - 9.3.1.c. The carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from or to;
  - 9.3.1.d. Which are reasonably considered by us to be unsuitable for carriage because they are dangerous, unsafe or too heavy or too big or because of their shape or character, or which are fragile or perishable having regard to, among other things, the type of aircraft being used. Information about unacceptable items is available upon request.
- 9.3.2. Firearms and ammunition of any nature are prohibited from carriage as, or within checked baggage. We may accept such items as part of your baggage allowance and will provide you with assistance in the acceptance of such items. Firearms must be unloaded with the safety catch on, and suitably packed. Carriage of ammunition is subject to ICAO and IATA regulations as specified in 9.3.1.b.
- 9.3.3. Weapons such as swords, knives and similar items may be accepted as checked baggage, at our discretion, but will not be permitted in the cabin of the aircraft.
- 9.3.4. you must not include in checked baggage, fragile or perishable items, artwork, money, jewellery, precious metals, computers, personal electronic devices, cellular telephones, cameras, audio and video equipment, negotiable papers, medication, car and house keys, securities or other valuables, business documents, passports and other identification documents or samples.
- 9.3.5. If, despite being prohibited, any items referred to in 9.3.1, 9.3.2 and 9.3.4 are included in your baggage, such inclusion is entirely at your own risk, shall be without prejudice to any rights we may have in respect of such contravention and neither we, nor any of our employees, shall not be responsible for any loss of or damage to such items in excess of the limitation of liability and subject to such defences as applicable under the convention and subject to the regulations of another country/jurisdiction.



#### 9.4. RIGHT TO REFUSE CARRIAGE

- 9.4.1. Subject to paragraph 9.3.2 and 9.3.3, we will refuse to carry as baggage the items described in 9.3, and we may refuse further carriage of any such items upon discovery.
- 9.4.2. We may refuse to carry as baggage any item reasonably considered by us to be unsuitable for carriage because of its size, shape, number of pieces, weight, content, character, or for safety or operational reasons, or the comfort of other passengers. Information about unacceptable items is available upon request. No item heavier than 32kg will be accepted for carriage and should be shipped as cargo.
- 9.4.3. We may refuse to carry as baggage any item, due to safety, security or operational reasons, including baggage which does not belong to you. The identification of such items, without you informing us, could result in the refusal of carriage, and possible legal action. We do not accept liability for such baggage and you hereby indemnify us in respect of claims or losses incurred as a result of damage caused to such baggage.
- 9.4.4. We may refuse to accept baggage for carriage unless it is in our reasonable opinion properly and securely packed in suitable containers. Information about packing and containers unacceptable to us is available upon request.

#### 9.5. RIGHT OF SEARCH

- 9.5.1. For reasons of safety and security we may request that you permit a search and scan of your person and a search, scan or x-ray of your baggage. If you are not available, your baggage may be searched in your absence for the purpose of determining whether you are in possession of or whether your baggage contains any item described in 9.3. If you are unwilling to comply with such request, we may refuse to carry you and your baggage. In the event a search or scan causes damage to you, or an x-ray or scan causes damage to your baggage, we shall not be liable for such damage unless due to our fault or negligence.
- 9.5.2. It is important to note that, in terms of the applicable laws of various jurisdictions, your baggage may be released to the relevant customs or other government officials for a search, scan or x-ray, without your knowledge and/or consent. You hereby indemnify us as set out in 14.5.1.

#### 9.6. CHECKED BAGGAGE

- 9.6.1. Upon delivery to us of baggage which you wish to check-in, we will take custody of, and issue a baggage identification tag for each piece of your checked baggage.
- 9.6.2. Checked baggage must have your name or other personal identification affixed to it.



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- 9.6.3. Checked baggage will, whenever possible, be carried on the same aircraft as you, unless we decide for safety, security or operational reasons to carry it on an alternative flight. If your checked baggage is carried on a subsequent flight we will deliver it to you, unless applicable laws require you to be present for customs clearance.
- 9.6.4. As previously stated, you must present yourself and your baggage for check-in timeously. Flight closure times are available on our website [www.flysaa.com](http://www.flysaa.com).
- 9.6.5. Sporting equipment and or musical instruments must be presented in a hard-sided or appropriate case.

#### 9.7. UNCHECKED BAGGAGE

- 9.7.1. We may specify maximum dimensions, number of pieces and/or weight for baggage which you carry onto the aircraft.
- 9.7.2. The carry-on baggage that is transported on the aircraft, is your sole responsibility and you hereby indemnify us from and against any liability arising out of any direct or consequential damage or loss to such baggage.
- 9.7.3. Baggage which you carry onto the aircraft must fit under the seat in front of you or in an enclosed storage compartment in the cabin of the aircraft. If your baggage cannot be stored in this manner, it must be carried as checked baggage.
- 9.7.4. Objects not suitable for carriage in the cargo compartment (such as delicate musical instruments), and which do not meet the requirements in 9.7.1 above, will only be accepted for carriage in the cabin compartment if you have given us notice in advance and permission has been granted by us. You may have to pay a separate charge for this service.
- 9.7.5. Baggage that does not fit these rules may be refused or subject to a cargo contract of carriage.

#### 9.8. COLLECTION AND DELIVERY OF CHECKED BAGGAGE

- 9.8.1. Subject to article 9.6.3, you are required to collect your checked baggage as soon as it is made available at your destination or stopover (i.e. Point of entry). Should you not collect your checked baggage within a reasonable time, we may charge you a storage fee. The cost to collect the checked baggage will be for your own expense.
- 9.8.2. Should your checked baggage not be claimed within 3 (three) months of the time it is made available, we may dispose of it without any liability towards you.
- 9.8.3. Only the bearer of the baggage check and baggage identification tag, is entitled to delivery of the checked baggage.
- 9.8.4. If a person claiming checked baggage is unable to produce the baggage check and identify the baggage by means of the baggage identification tag, we will deliver the baggage to such person only on condition that he or she establishes to our satisfaction his or her right to the baggage and if required by us, such person shall furnish adequate security to reimburse



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us for any loss, damage or expense which may be incurred by us as a result of such delivery.

9.9. We will not, under any circumstances, be liable towards you and you indemnify us from and against liability in instances where you have left behind your baggage on the aircraft or failed to collect your checked baggage at the point of entry. Any direct and/or consequential loss and/or damage arising in the circumstances will be for your sole cost.

#### 9.10. ANIMALS

9.10.1. The cargo contract of carriage in respect of the transportation of animals will observe the contract regime and dispatch procedure of SAA. If we agree to carry your animals they will be carried subject to the following conditions:

- 9.10.1.a. you must ensure that animals such as dogs, cats, household birds and other pets, are properly crated and accompanied with valid health and vaccination certificates, entry permits, and other documents required by countries of entry or transit failing which, they will not be accepted for carriage. Such carriage may be subject to additional conditions specified by us, which are available on request.
- 9.10.1.b. If accepted, your baggage, the animal, together with its container and food, shall not be included in your free baggage allowance, but shall constitute excess baggage, for which you will be obliged to pay the applicable rate. Animals will not be carried in the passenger cabin of the aircraft. They will be carried, suitably containerised, in the cargo compartment of the aircraft.
- 9.10.1.c. Guide dogs and/or other emotional support animals accompanying passengers with disabilities will be carried free of charge in addition to the normal free baggage allowance, subject to conditions specified by us, which are available on request.
- 9.10.1.d. Where carriage is not subject to the liability rules of the convention, we are not responsible for injury to or loss, sickness or death of an animal which we have agreed to carry unless we have been negligent;
- 9.10.1.e. We will have no liability in respect of any such animal not having all the necessary exit, entry, health and other documents with respect to the animal's entry into or passage through any country, state or territory and the person carrying the animal must reimburse us for any fines, cost, losses or liabilities reasonably imposed or incurred by us as a result.



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## **Article 10 - Schedules, Delays, Cancellation of Flights**

### 10.1. SCHEDULES

- 10.1.1. The flight time shown in timetables may change between the date of publication and the date you actually travel. As such, the flight time cannot be guaranteed and does not form part of your contract with us until such time that we have received full payment of the airfare.
- 10.1.2. When we accept your booking, we will notify you of the scheduled flight time in effect as of that time, and it will be shown on your ticket. It is possible we may need to change the scheduled flight time subsequent to issuance of your ticket. If you provide us with contact information, we will endeavour to notify you of any such changes.

### 10.2. CANCELLATION, REROUTING AND DELAYS

- 10.2.1. We will take all necessary and reasonable measures to avoid delays in carrying you and your baggage. In the exercise of these measures and in order to prevent a flight cancellation, in exceptional circumstances we may arrange for a flight to be operated on our behalf by an alternative carrier and/or aircraft.
- 10.2.2. Where you have provided us with your contact information, we shall immediately inform you and/or our authorised agent, by the communication means available, of the following:
  - 10.2.2.a. That the flight will delay in relation to the time originally contracted, indicating the new departure time predicted; and
  - 10.2.2.b. About the cancellation of the flight or service interruption.
- 10.2.3. Information on the reason for the delay, cancellation of service interruption will be provided in writing by us whenever so requested by you.
- 10.2.4. Except as otherwise provided by the convention and other country regulations where applicable, if we cancel a flight, fail to operate a flight reasonably according to the schedule, fail to stop at your destination or stopover destination, or cause you to miss a connecting flight on which you hold a confirmed reservation, we shall, at your option, either:
  - 10.2.4.a. carry you at the earliest opportunity on another of our scheduled services on which space is available, without additional charge and, where necessary, extend the validity of your ticket; or
  - 10.2.4.b. within a reasonable period of time, re-route you to the destination shown on your ticket by our own services or those of another carrier, without additional charge; or
  - 10.2.4.c. Make a refund in accordance with the provisions of Article 11.2.
- 10.2.5. Upon the occurrence of any of the events set out in Article 10.2.2, except as otherwise provided by the convention, the options outlined in Article 10.2.4.a to 10.2.4.c are the sole and exclusive remedies



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available to you and we shall have no further liability towards you.

### 10.3. DENIED BOARDING AND INVOLUNTARY DOWNGRADING

- 10.3.1. In the event that the number of passengers for the flight exceeds the available seats on the aircraft, we shall search for volunteers to be accommodated on another flight by negotiated compensation between the volunteer passengers and us.
- 10.3.2. Payment of the negotiated compensation may be subject to the signature of acceptance terms by the volunteer passenger/s.

## **Article 11 - Refunds**

11.1. Failure by SAA to provide carriage in accordance with the contract of carriage, or where a passenger requests a voluntary change of his or her arrangements, refund for an unused ticket or portion thereof shall be made by SAA in accordance with the applicable Fare Rules, as follows:

- 11.1.1. Except as otherwise provided in this article, we shall be entitled to make a refund either to the person named in the ticket or to the person who has paid for the ticket, upon presentation of satisfactory proof of such payment.
- 11.1.2. If a ticket has been paid for by a person other than the passenger named on the ticket, and the ticket indicates that there is a restriction on refund, we shall make a refund only to the person who paid for the ticket, or to that person's order.
- 11.1.3. refunds will only be made on surrender to us of the ticket and all unused flight coupons.
- 11.1.4. Subject to production of such documents as required by the carrier and the exercise of reasonable precaution by us, if a refund is made to anyone holding himself or herself out as a person to whom such refund may be made, that shall be deemed a proper refund and shall discharge us from liability and any further claim for refund from you or from anyone else.

### 11.2. INVOLUNTARY REFUNDS

- 11.2.1. If we cancel a flight, fail to operate a flight reasonably according to schedule, fail to stop at your destination or stopover, or cause you to miss a connecting flight on which you hold a reservation, the amount of the refund shall be:
  - 11.2.1.a. if no portion of the ticket has been used, an amount equal to the fare paid;
  - 11.2.1.b. if a portion of the ticket has been used, the refund will be not less than the difference between the fare paid and the applicable fare for travel between the points for which the ticket has been used.
- 11.2.2. Upon acceptance of a refund by the passenger on the purchase of a ticket under these circumstances, we shall be released from any further

liability.

### 11.3. VOLUNTARY REFUNDS

11.3.1. If you are entitled to a refund of your ticket for reasons other than those set out in 11.2, the amount of the refund shall be:

11.3.1.a. if no portion of the ticket has been used, an amount equal to the fare paid, less any reasonable applicable fees;

11.3.1.b. if a portion of the ticket has been used, the refund will be an amount equal to the difference between the fare paid and the applicable fare for travel between the points for which the ticket has been used, less any reasonable applicable fees.

### 11.4. RIGHT TO REFUSE REFUND

11.4.1. We may refuse a refund where application is made after a year from the date of ticket issuance.

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

### 11.5. CURRENCY

11.5.1. We reserve the right to make a refund in the same manner and the same currency used to pay for the ticket. Accordingly, where foreign currency was made to purchase the ticket, we will refund you at the exchange rate applicable at the time of the refund.

11.5.2. The period for reimbursement will be within 21 (twenty-one) business days, from the date of the request made by the passenger, and the method of payment used to purchase the air ticket will be observed.

### 11.6. BY WHOM TICKET REFUNDABLE

11.6.1. Voluntary refunds will be made only by the carrier which originally issued the ticket or by its authorised agent.

## **Article 12 - Conduct Aboard Aircraft**

### 12.1. GENERAL

12.1.1. If, in our reasonable opinion, you conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instructions of the crew including but not limited to those with respect to smoking, alcohol or drug consumption, or behave in a manner which causes discomfort, inconvenience, damage or injury to other passengers or the crew, we may take such measures as we deem reasonably necessary to prevent continuation of such conduct, including



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restraint. You may be disembarked and refused onward carriage at any point, and may be prosecuted for offences committed on board the aircraft.

- 12.1.2. If you conduct yourself in a manner described in paragraph 12.1.1, you will reimburse us for all claims, losses, fines, penalties or expenses, including, but not limited to, all costs arising from the diversion of the aircraft for the purpose of offloading you and all losses suffered or incurred by us, our authorised agents, employees, independent contractors, passengers and any third party in respect of death, injury, loss, damage or delay to other persons or to property, arising from your misconduct.

## 12.2. ELECTRONIC DEVICES

- 12.2.1. For safety reasons, we may forbid or limit operation aboard the aircraft of electronic equipment, including, but not limited to, cellular telephones, laptop computers, portable recorders, portable radios, compact disk players, electronic games or transmitting devices, including radio controlled toys and walkie-talkies. Operation of hearing aids and heart pacemakers is permitted.
- 12.2.2. If you fail to comply with 12.2.1, we reserve the right to retain such electronic devices until the termination of your flight or until such time as required under local law.

## **Article 13 - Arrangements for Additional Services**

- 13.1. If we make arrangements for you with any third party to provide any services other than carriage by air, or if we issue a ticket or voucher relating to transportation or services (other than carriage by air) provided by a third party such as hotel reservations or car rental, in doing so we act only as your agent. The terms and conditions of the third-party service provider, will apply. We are not liable to the third party for the cost of the services provided and you agree to reimburse us in respect of such costs.
- 13.2. If we are also providing surface transportation to you, other conditions may apply to such surface transportation. Such conditions are available from us upon request.

## **Article 14 - Administrative Formalities**

### 14.1. GENERAL

- 14.1.1. You are responsible for obtaining all required travel documents and for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which you transit.
- 14.1.2. The passenger will be solely liable for any consequences resulting from his or her failure to obtain such travel documents or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.



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## 14.2. TRAVEL DOCUMENTS

14.2.1. Prior to travel, you must present all exit, entry, health, travel documents and other documents required by law, regulation, order, demand or other requirement of the countries concerned, and permit us to take and retain copies thereof. We reserve the right to refuse carriage if you have not complied with these requirements, or your travel documents do not appear to be in order (refer also to 3.1).

## 14.3. REFUSAL OF ENTRY

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

## 14.4. PASSENGER RESPONSIBLE FOR FINES AND DETENTION COSTS

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

## 14.5. CUSTOMS INSPECTION

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

## 14.6. SECURITY INSPECTION

14.6.1. You shall submit to any security checks by governments, airport officials, carriers or by us. We are not liable to you for any damage suffered by you in the course of such security checks or through your failure to comply with this requirement unless caused by our negligence or that of our agents. You must be in possession of a boarding pass to get access to a security area.

## **Article 15 - Connecting Flights**

15.1. Carriage to be performed by us and other carriers under one ticket, or a conjunction ticket, is regarded as a single operation for the purpose of the convention. However, your attention is drawn to article 16.3.2. We have no liability should you be travelling on two separate tickets/non-conjunction tickets.



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## **Article 16 - Liability for Damage**

- 16.1. Our liability and that of each carrier involved in your journey will be determined by our respective conditions of carriage. Our liability provisions are as described in this article.
- 16.2. Unless otherwise stated herein, international travel, as defined in the convention, is subject to the liability rules of the convention. Reference is made to the special agreement we apply (see article 16.15).
- 16.3. Where your carriage is not subject to or not inconsistent with the liability rules of the convention, the following rules shall apply:
  - 16.3.1. Any liability we have for damage, will be reduced by any negligence, wrongful act or omission on your part which causes or contributes to the damage in accordance with applicable laws.
  - 16.3.2. We will be liable only for damage occurring during carriage on flights or flight segments where our airline designator code appears in the carrier box of the ticket for that flight or flight segment. If we issue a ticket or if we check baggage for carriage on another carrier, we do so only as an agent for the carrier. Nevertheless, with respect to checked baggage, you may make a claim against the first or last carrier.
  - 16.3.3. Notwithstanding 16.3.2, we are not responsible for any illness, injury or disability, including death, attributable to your physical condition or for the aggravation of such condition.
  - 16.3.4. We will not be liable for damage to:
    - 16.3.4.a. Unchecked baggage, unless such damage is caused by our negligence; and
    - 16.3.4.b. Any baggage, due to manufacturer's defects.
  - 16.3.5. Upon loss of your baggage, you must immediately report the loss to the relevant baggage enquiries counter, where a baggage world tracer reference number will be issued to you.
  - 16.3.6. Should the lost baggage be located, we will restore same to you at the location indicated by you, within the following deadlines:
    - 16.3.6.a. Up to 7 (seven) days in the case of domestic flights; or
    - 16.3.6.b. Up to 21 (twenty-one) days in the case of international flights.
  - 16.3.7. In the event that the lost baggage is not located within the deadlines laid out above, we shall assist you with a claims process.
  - 16.3.8. Where you discover violation of your baggage or damage to its contents, you should report the incident to us within 7 (seven) days of the incident.
  - 16.3.9. we shall, within 7 (seven) days of your having reported the incident, adopt one of the following steps, as applicable:
    - 16.3.9.a. Repair the damage where possible; or
    - 16.3.9.b. Replace the damaged baggage with an equivalent; or
    - 16.3.9.c. Indemnify you, in the event of a breach.
    - 16.3.9.d. Without limiting its other rights in law, SAA reserves the right to confiscate and dispose of baggage that was accepted into carriage by fraudulent means. You indemnify SAA against any



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damage or loss arising out of the confiscation and disposal of such baggage.

#### 16.4. LOST BAGGAGE

- 16.4.1. In case of lost baggage, we shall reimburse a passenger who is away from his residence, any expense due to him/her. The said reimbursement shall be limited to immediate first need items.
- 16.4.2. The reimbursement of immediate first need items will be performed within 7 (seven) days as of the submission of proof of the expenditure.
- 16.4.3. The form and the daily limits of compensation are as follows:
  - 16.4.3.a. in case of lost or delayed baggage, you may purchase interim items of immediate first need to carry you over, when authorised to do so. We will refund you for daily purchases limited to 5 (five) days. The maximum daily allowances are listed below and the amount paid to you will reflect the total of your receipts. Please remember to keep your receipts as proof of these purchases.
  - 16.4.3.b. Economy class passengers are entitled to refunds of 75usd per day and business class of 100usd per day to a maximum of 5 (five) days.
- 16.4.4. If you are returning to your residence, we will unfortunately not be able to assist in this manner.
- 16.4.5. In case where the lost baggage is not found:
  - 16.4.5.a. Reimbursement of expenses may be deducted from the amounts paid by way of final compensation, observing the limits provided for above;
  - 16.4.5.b. We shall refund to you the additional values eventually paid for the carriage of excess baggage.
- 16.4.6. We are not liable for any damage and/or removal arising from our compliance with applicable laws or government rules and regulations, or from your failure to comply with the same.
- 16.4.7. Except in the case of an act or omission done with intent to cause damage or done recklessly and with knowledge that damage would probably result, our liability in the case of damage to checked baggage in the circumstances, shall be limited to:
  - 16.4.7.a. SDR 19 (nineteen) per kilogram, per passenger, where the Warsaw convention applies to your journey;
  - 16.4.7.b. Or 1,131 (one thousand, one hundred and thirty-one) SDR where the Montréal convention applies to your journey,
  - 16.4.7.c. Provided that in either case, if different limits of liability are applicable in accordance with applicable laws, such different limits shall apply.
- 16.4.8. If the number of pieces and weight of the baggage is not recorded on the baggage check, it is presumed that the total number of pieces and



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weight of the checked baggage does not exceed the applicable free baggage allowance for the class of carriage concerned.

- 16.5. Our liability shall not exceed the amount of proven damages. We shall furthermore not be liable for indirect or consequential damages.
- 16.6. We are not liable for any damage caused by your baggage. You shall be responsible for and shall reimburse us in respect of any damage caused by your baggage to other persons or property, including our property.
- 16.7. Our liability for damage to articles not permitted to be contained in checked baggage under 9.3, including fragile or perishable items, items having a special value, electronic devices, jewellery, precious metals, computers, personal equipment, medication, house or car keys, negotiable papers, securities, or other valuables, business documents, passports and other identification documents, or samples shall, subject to any defences as may be available to us, not exceed the limits of liability as provided for under the convention.
- 16.8. We are not responsible for damage to any sporting equipment or musical instruments not presented in a hard-sided or appropriate case. If there is no damage to the outside of the hard-sided case, we shall have no liability to the contents thereof.
- 16.9. We shall have no liability for any pre-existing damage to baggage.
- 16.10. We shall have no liability for damage caused as a result of oversized, overweight and/or over packed baggage.
- 16.11. We shall have no liability for items checked in sacks or paper/plastic bags that do not have sufficient durability or do not have secure closures or do not provide sufficient protection to the contents.
- 16.12. In the course of normal handling, your baggage may show evidence of use. We are not liable for conditions that result from normal wear and tear such as minor cuts, scratches, scuffs, dents and soiled baggage.
- 16.13. The contract of carriage, including these conditions of carriage and exclusions or limits of liability is, without exception, also applicable to our authorised agents, servants, employees and representatives.
- 16.14. Nothing in these conditions of carriage shall waive any exclusion or limitation of our liability under the convention or applicable laws unless otherwise expressly so stated herein.

#### 16.15. INTERNATIONAL CARRIAGE - SPECIAL AGREEMENT

- 16.15.1. The provisions in this Article 16.15 do not bind any other carriers involved in your journey unless expressly indicated by them to you.
- 16.15.2. We agree that in respect of all international carriage of passengers, to which the Montreal Convention 1999 applies, performed on flights or flight segments where our airline designator code appears in the carrier box of the ticket for that flight or flight segment:
  - 16.15.2.a. We shall not invoke the limitation of liability in Article 22(1) of the Montreal Convention 1999 for any claim for damages under Article 19 of the Montreal Convention 1999;



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- 16.15.2.b. We shall not avail Ourselves of any defense under Article 20(1) of the Montreal Convention 1999 with respect to the portion of such claim which does not exceed 113,100 (one hundred and thirteen thousand, one hundred) SDR;
  - 16.15.2.c. We shall, without delay, and in any event not later than 21 (twenty-one) Days after the identity of the natural person entitled to compensation has been established, make such advance payments as may be required to meet the immediate economic needs on a basis proportional to the hardship suffered;
  - 16.15.2.d. Without prejudice to paragraph 16.15.2.c, an advance payment shall not be less than the equivalent in ECU's of 16,000 (sixteen thousand) SDR per passenger in the event of death;
  - 16.15.2.e. An advance payment by us in terms hereof shall not constitute recognition of liability and may be offset against any subsequent sums paid on the basis of our liability, but is not returnable, except if we prove that the damage was caused by, or contributed to by, the negligence of the injured or deceased passenger or in circumstances where it is subsequently proved that the person who received the advance payment caused, or contributed to the damage by negligence or was not the person entitled to compensation.
- 16.15.3. Unless so expressly provided, nothing herein contained shall waive any exclusion or limitation of liability or other defence available to us under the convention or applicable laws. without prejudice to the generality of the foregoing, nothing herein contained shall waive any exclusion or limitation of liability or defence available to us under the convention or applicable laws in relation to death, wounding or other bodily injury as against any public social insurance or similar body or any person who is liable to pay compensation or has paid compensation in respect of the death, wounding or other bodily injury. such claims shall be subject to the limit in Article 22(1) of the convention and to the defences under Article 20(1) of the convention. we will compensate the passenger or the passenger's' dependants for recoverable compensatory damages in excess of payments received from any public social insurance or similar body.

#### 16.16. DOMESTIC CARRIAGE IN SOUTH AFRICA

- 16.16.1. For all carriage on our domestic services within the republic of South Africa, to which the convention does not apply, the limit of our liability to or for each passenger for death or other bodily injury shall be the sum of R1,000,000 (one million rand). The said sum is inclusive of legal fees and costs, subject to proof of the quantum of the claim and that the incident was the result of or was caused by negligence on our



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part, provided that this limit shall not apply to acts or omissions done with intent to cause damage or done recklessly and with knowledge that damage would probably result.

## **Article 17 - Time Limitation on Claims and Actions**

### 17.1. NOTICE OF CLAIMS

- 17.1.1. Acceptance of baggage by the bearer of the baggage check without complaint at the time of delivery is sufficient evidence that the baggage has been delivered in good condition and in accordance with the contract of carriage, unless you prove otherwise.
- 17.1.2. If you wish to file a claim or an action regarding damage to checked baggage, you must notify us as soon as you discover the damage, and at the latest, within 7 (seven) days of receipt of the baggage for international travel and within 24 (twenty-four) hours for domestic travel. If you wish to file a claim or an action regarding delays in respect of checked baggage, you must notify us within 7 (seven) days from the date the baggage has been placed at your disposal. Every such notification must be made in writing and dispatched immediately after discovery of the damage or delay and at the latest within the time limits aforesaid.

### 17.2. LIMITATION OF ACTIONS

- 17.2.1. Any right to damages shall be extinguished if an action is not brought within 2 (two) years of the date of arrival at destination, or the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court where the case is heard.
- 17.2.2. Note: for domestic carriage (i.e. Wholly within the Republic of South Africa) the period of limitation shall be three years.

## **Article 18 - Modification and Waiver**

- 18.1. No agent, employee or representative of a carrier has authority to alter, modify or waive any provision of these conditions of carriage.
- 18.2. These general conditions represent a binding contract between you and us. You must make sure that you have read carefully all of its provisions to ensure that you are prepared to be bound solely by its terms.

## **Article 19 - Other Conditions**

- 19.1. Carriage of you and your baggage is also provided in accordance with our policies. These policies, as varied from time to time, are important. They concern, amongst other things, the carriage of unaccompanied minors, pregnant women, sick passengers, restrictions on use of electronic devices and items, the onboard consumption of alcoholic beverages and smoking, forbidden items in baggage, limits on the measurements, pieces, size and weight of baggage, and the carriage of animals.

**Article 20 - Interpretation**

20.1. The title of each Article of these Conditions of Carriage is for convenience only, and is not to be used for interpretation of text.

<b>Name of Carrier</b>	<b>:</b>	<b>South African Airways</b>
<b>Abbreviation of Name</b>	<b>:</b>	<b>SAA</b>
<b>Designator Code</b>	<b>:</b>	<b>SA</b>