

AIR PHILIPPINES CORPORATION
doing business under the name and style of
Airphil Express; PAL express; and Philippine Airlines
GENERAL CONDITIONS OF CARRIAGE (GCC)
(Passenger and Baggage)

Article 1
DEFINITIONS

“**APC**” means Air Philippines Corporation doing business under the name and style of Airphil Express; PAL express; and Philippine Airlines.

“**YOU,**” “**YOUR,**” and “**YOURSELF**” means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also definition of Passenger)

“**AGREED STOPPING PLACES**” means those places, except the place of departure and the place of destination, set forth in the Ticket or shown in APC’s timetables as scheduled stopping places on the your route.

“**AIRLINE DESIGNATOR CODE**” means two or three characters or letters which identify a particular air carrier.

“**AUTHORIZED AGENT**” a passenger sales agent who has been appointed by APC to represent it in the sale of air passengers’ transportation services of APC.

“**BAGGAGE**” means your personal property accompanying you in connection with your travel. Unless otherwise specified, it includes both your Checked and Unchecked Baggage.

“**BAGGAGE TAG**” means a document issued by APC solely for identification of Checked Baggage.

“**CHECKED BAGGAGE**” means your Baggage which APC takes custody of and for which APC has issued a Baggage Tag.

“**CHECK-IN DEADLINE**” means the time limit specified by APC within which you must have completed check-in formalities and received your boarding pass.

“**CONNECTING FLIGHT**” means a subsequent flight providing onward travel on the same Ticket, on a separate Ticket or on a Conjunction Ticket.

“**CONJUNCTION TICKET**” means a Ticket issued to you in conjunction with another Ticket, both of which constitute a single contract of carriage.

“**CONVENTION**” means whichever of the following instruments is or are applicable:

- the Convention for the Unification of Certain Rules for International Carriage by Air, signed at Montreal, 28 May 1999 (referred to as the Montreal Convention)

the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (referred to as the Warsaw Convention);

- the Warsaw Convention as amended at The Hague on 28 September 1955.

"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 of a Ticket, the day upon which the Ticket is issued, or flight is commenced shall not be counted.

"DOMESTIC CARRIAGE" means travel between points within the Philippines and there is no transit, transfer or Stopover outside the Philippines.

"DOMESTIC TICKETS" means Tickets with purely Philippine domestic itinerary.

"ELECTRONIC COUPON" means an electronic Flight Coupon for an Electronic Ticket held in APC's database.

"ELECTRONIC TICKET" means the electronic record of your Ticket made by APC or its Authorized Agent, which is held in APC's database.

"FLIGHT COUPON" means that portion of the Ticket that bears the notation "good for passage," and indicates the particular places between which you are entitled to be carried.

"INTERNATIONAL CARRIAGE" means any carriage other than Domestic Carriage, however, when the Convention is applicable, the stated definition of "International Carriage" in the Convention shall prevail.

"ITINERARY RECEIPT" means a document or documents issued by APC to Passengers travelling on Electronic Tickets that contains the Passenger's name, flight information and notices.

"PASSENGER" means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket.

"PASSENGER COUPON" means that portion of the Ticket issued by or on behalf of APC, which is so marked and which ultimately is to be retained by the Passenger.

"STOPOVER" means a deliberate interruption of the travel by the Passenger at a point between the place of departure and the place of destination, which has been agreed to in advance by APC.

"TARIFF" means the published fares, fees or charges and related terms, conditions and restrictions filed, where required, with the appropriate authorities, and approved as such by the same.

"TICKET" means the document of carriage issued by APC.

"UNCHECKED BAGGAGE" means any Baggage hand-carried by the Passenger and Baggage other than Checked Baggage.

ARTICLE 2 APPLICABILITY

Section 1. GENERAL

Except as provided in Sections 4, 5, and 6 of this Article, these Conditions of Carriage apply to all domestic and international carriage of Passengers and Baggage operated by APC, and in any case where APC may have a legal liability to you in relation to your travel.

Sec 2. GRATUITOUS CARRIAGE

These Conditions of Carriage also apply to gratuitous or reduced fare carriage except to the extent that APC has otherwise provided in its Tariffs, or in relevant contracts, passes, tickets, or policies.

Sec. 3. CONDITIONS SUBJECT TO CHANGE

APC may change these Conditions of Carriage and APC's Tariffs at any time, without prior notice. Your travel shall be governed by these Conditions of Carriage and APC's Tariffs in force at the date you purchased your Ticket; provided, however, that APC reserves the right to apply the Conditions of Carriage and APC's Tariffs in effect on the date of your travel where reasonably necessary for operational efficiency.

Sec. 4. CHARTER OPERATIONS

If the 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 terms of the charter agreement and the charter ticket. In case of any inconsistency between these Conditions of Carriage and the provisions of said charter agreement and/or charter ticket, the latter shall prevail.

Sec. 5. CODESHARES AND COMMERCIAL AGREEMENTS

On some services, APC may have commercial agreements with other airlines such as code shares and/or licensing agreements. This means that, even if you have a reservation with APC and you hold a Ticket showing APC's Airline Designator Code, marks or tradename, another airline may operate the flight.

If such a commercial agreement applies to your flight, APC or its Authorized Agents will inform you at the time you make a reservation if APC or another carrier will be operating the flight.

If your flight is operated by another carrier, you may be subject to certain conditions of carriage of the operating carrier which may differ from those of APC's, such as but not limited to:

1. refusal of carriage;
2. check-in deadline;
3. denied boarding compensation;
4. boarding fees;
5. baggage acceptance and liability;
6. flight disruptions;
7. advance seating arrangement;
8. unaccompanied minors;
9. carriage of animals;
10. stretcher assistance;
11. medical oxygen.

Sec. 6. OVERRIDING LAW

These Conditions of Carriage are applicable unless they are inconsistent with APC's Tariffs and applicable laws, rules, and government regulations in which event such Tariffs, laws, rules, or government regulations shall prevail.

If any provision of these Conditions of Carriage is invalid, under any applicable law, rules, or government regulations, the other provisions shall nevertheless remain valid.

Sec. 7. CONSENT OF PASSENGERS

Upon your purchase of a Ticket for carriage by air on APC, you shall be deemed to have acknowledged and given consent to these Conditions of Carriage and APC's Tariffs.

Article 3 TICKETS

Section 1. GENERAL PROVISIONS

- (a) A person shall not be entitled to be carried on a flight unless that person presents and is named in a valid Ticket containing all corresponding Flight Coupon or Electronic Coupon duly issued in accordance with these Conditions of Carriage and APC's Tariffs. APC may require you to present appropriate identification.
- (b) You shall not be entitled to be carried if the Ticket presented is mutilated or if it has been altered by a person other than APC or its Authorized Agent.
- (c) Your Ticket is not transferable. If a Ticket is presented for carriage or for refund by someone other than you, APC shall not be liable to you, if in good faith, it provides carriage or makes a refund to the person presenting the Ticket.
- (d) The Ticket is and remains at all times property of APC.

- (e) Changes to the Ticket you requested will be subject to APC's Tariffs and may require payment of a change fee.

Sec. 2. PERIOD OF VALIDITY

Except as otherwise provided in the Ticket, these Conditions of Carriage or APC's Tariffs, an International Ticket is valid for carriage for one (1) year from the date of commencement of travel, or if no portion of the Ticket is used, from the date of issuance of the Ticket. A Ticket issued at other than normal fare or under certain restrictions may have a different period of validity as provided for in the conditions prescribed in the Ticket or APC's Tariffs.

A Domestic Ticket is valid for one (1) year from the date of its issuance.

Sec. 3. EXTENSION OF VALIDITY

- (a) APC may extend the validity of your Ticket in accordance with applicable laws, rules, and government regulations.
- (b) If you are unable to commence or continue your travel within the period of validity of the Ticket by reason of illness, APC may extend the period of validity of your Ticket until APC's first flight after the date when you become fit to travel according to a medical certificate, from the point where the travel is resumed on which space is available in the class of service for which the fare has been paid. Provided, however that, when the flight segments remaining in the Ticket involve one or more Stopovers, the validity of such Ticket, subject to APC's Tariffs, will be extended for three (3) months from the date shown on the medical certificate.
- (c) In the event of death of the Passenger or his/her immediate family member, APC may likewise extend the validity of their Tickets. Any such change on the Ticket shall be made upon receipt of a proper death certificate and any such extension of Ticket validity shall not be for a period longer than forty-five (45) days from the date of the death.

Sec. 4. COUPON SEQUENCE

- (a) The Ticket you 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. Electronic and Flight Coupons shall be honored only in sequence. The Ticket will not be honored and will lose its validity if all the coupons are not used in sequence provided in the Ticket.
- (b) Each Electronic or Flight Coupon will be accepted for carriage in the class of service specified on the Ticket 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 APC's Tariffs, and the availability of space on the flight requested.

- (c) If you fail or have failed to use the Electronic or Flight Coupons in sequence, APC is entitled to recompute the fares in accordance with APC's Tariffs and you are liable to pay APC any fare difference applicable.

**Article 4
FARES AND CHARGES**

Section 1. FARES

- (a) Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination.
- (b) Your fares are calculated in accordance with APC's Tariffs. Fares to be paid may change in cases of changes in your itinerary or dates of travel.
- (c) Where you voluntarily change the schedule of your flight as reflected in the Ticket, and there is a difference between the fare paid and the available fare in the new schedule. You shall pay the applicable fare difference in accordance with APC's Tariffs.
- (d) Fares do not include ground transport service between airports and between airports and town terminals, unless provided by APC without additional charge.

Sec. 2. TAXES, FEES AND CHARGES

Applicable taxes, fees or charges imposed by government authority, or other offices such as airport operators, must be paid by you in full before carriage, except as otherwise provided in APC's Tariffs. The taxes, fees and charges imposed on air travel are beyond APC's control and are constantly changing. Taxes, fees and charges may be imposed or increased even after the date of Ticket issuance. APC reserves the right to refuse carriage if the applicable taxes, fees and charges are not paid.

Sec. 3. CURRENCY

Fares, taxes, fees and charges are payable in the currency in which the fare is published. APC may, at its discretion, accept payment in another currency subject to applicable rate of exchange.

**Article 5
RESERVATIONS**

Section 1. RESERVATION REQUIREMENTS

- (a) A reservation is not confirmed until:

1. It is entered on the appropriate Flight or Electronic Coupon, by APC or its Authorized Agent;
2. You have paid for your Ticket; and
3. A Ticket has been duly issued to you, or in the case of an Electronic Ticket, when it has been duly created in APC's database. A reservation that does not comply with any of these requirements may be cancelled by APC at any time without notice.

(b) As provided in APC's Tariffs, certain fares may be subject to conditions which limit or exclude your prerogative to change or cancel reservations.

Sec. 2. TICKETING TIME LIMIT

If you have not paid or made credit arrangements for the Ticket with APC prior to the specified ticketing time limit as advised by APC or its Authorized Agent, APC will cancel your reservation without prior notice.

Sec. 3. PERSONAL DATA

You recognize that personal data have been given to APC for the purposes of: making a reservation, purchasing a Ticket, for obtaining ancillary services, facilitating immigration and entry requirements, complying with regulatory requirements of government authority and making available such data in connection with your travel. For these purposes, you authorize APC to retain and use such data and to transmit them to its own offices, Authorized Agents, government authorities, other carriers or the providers of the above-mentioned services.

Sec. 4. SEATING

APC will endeavor to honor your advance seating requests. However, APC does not guarantee to provide any particular seat in the aircraft and you agree to accept any seat that may be allotted on the flight in the class of service for which your Ticket has been issued.

APC reserves the right to assign or re-assign seats at any time, even after boarding of the aircraft. This may be necessary to comply with laws, rules, and government regulations, or for operational, safety, or security reasons.

APC reserves the right to charge for more than one seat in cases where the physical condition of the Passenger require additional seat.

Sec. 5. RECONFIRMATION OF RESERVATIONS

Your reservation may be subject to the requirement that it be reconfirmed not later than seventy-two (72) hours before flight departure. Your reservation with other carriers involved in your travel must be reconfirmed with the carrier whose Airline Designator Code appears on the Ticket, and in accordance with their respective reconfirmation requirements.

Sec. 6. CANCELLATION OF RESERVATIONS

If you do not use a reservation and fail to advise APC, your reservation, including onward or return reservations, may be cancelled without prior notice.

Article 6 CHECK-IN AND BOARDING

- (a) Check-in Deadlines and boarding requirements are different in every airport and you must be aware of these deadlines and requirements prior to your travel. You must arrive at APC's check-in location and assigned boarding gate sufficiently in advance of flight departure to permit completion of all departure procedures, including government formalities, and in any event not later than the time that may be indicated by APC.

APC may cancel the space reserved for you if you fail to arrive on time at APC's check-in location or if you fail to arrive at the assigned boarding gate within reasonable time prior to the closing of gates in preparation for departure. APC will not delay departure of the flight by reason of such failure.

- (b) Persons with disability or Passengers requesting for special assistance may be required to check-in earlier than the regular check-in time.
- (c) APC will not be liable to you for any loss or expense incurred due to your failure to comply with the required Check-In Deadlines or boarding requirements.

Article 7 REFUSAL AND LIMITATION OF CARRIAGE

Section 1. RIGHT TO REFUSE CARRIAGE

APC will not refuse carriage to any person based solely on race, sex, color, nationality or religion. Further, as a matter of policy, APC will not refuse carriage to any person based solely on disability subject to exceptions that may be allowed by applicable laws, rules, and government regulations.

APC may refuse to carry you or your Baggage, or may remove you from the aircraft at any time, for any of the following reasons:

- (a) You fail or refuse to comply with these Conditions of Carriage;
- (b) (i) The applicable fare or any charges or taxes payable have not been paid, or credit arrangements with APC have not been complied with; (ii) the payment is done through fraudulent means; (iii) when the credit card used for payment could not be authenticated upon booking or is subsequently reported to be lost or stolen; or (iv) when the credit card used for payment is not presented for validation, if required so by APC;

- (c) The refusal to transport or removal from APC's aircraft is necessary to comply with any applicable laws, rules, and government regulations of any country to be flown from, to or over;
- (d) Such action is necessary or advisable by reason of weather or other conditions beyond APC's control including, but not limited to, acts of God, force majeure, strikes, civil commotions, embargoes, wars, hostilities, terrorist activities, or disturbances, whether actual, threatened, or reported;
- (e) (i) You appear to be improperly documented; (ii) you cannot prove, when so required that, you are the person named in the Ticket; (iii) the Ticket has been acquired or reported to have been acquired unlawfully or has been purchased or reported to have been purchased from an entity other than APC or its Authorized Agent; (iv) your Ticket is acquired illegally, (v) if you're Ticket is a counterfeit Ticket or has been altered, torn, damaged or tampered with; (vi) when the immigration authority of the country you are traveling to, or of a country in which you have a Stopover, informed APC (either verbally 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; (vii) when you destroy your travel documents during the flight; (viii) when you have refused to allow APC to photocopy your travel documents; (ix) when you have refused to give your travel documents to a member of the crew of the aircraft, when APC asked you to do so; or
- (f) You are a person in the custody of law, unless you are sufficiently escorted.
- (g) Such refusal or removal is reasonably necessary for the security, safety or comfort of other Passengers or APC's employees; or to prevent damage to the property of APC or of its Passengers or crew or employees, including, but not limited to the following instances:
 1. When you assault, intimidate or threaten, whether physical or verbal, any of APC's ground staff, crew members or other Passengers;
 2. When you create a disturbance which interferes with the duties of the ground staff, flight crew or when the disturbance necessitates the pilot-in-command or any member of the cockpit crew to leave the cockpit to attend to the same;
 3. When you refuse to follow a lawful instruction given by the pilot-in-command, or on behalf of the pilot-in-command, or by a crew member for the purpose of ensuring the safety of the aircraft or of any person or property on board or for the purpose of maintaining good order and discipline on board;
 4. When you commit an act of physical violence, sexual assault, or child molestation, against other persons;
 5. When your conduct results or may result to a risk of harm or damage to the aircraft, or properties belonging to APC, its Passengers, or employees;
 6. When you refuse to submit to a security check;
 7. When you refuse to follow APC's policy on smoking and use of alcoholic beverages and drugs;
 8. When you tamper with the smoke detector or any other safety-related device on board the aircraft;
 9. When you fail to comply with safety regulations, including fastening seatbelts when required;
 10. When you use portable electronic device when such is prohibited;

11. When you are not properly clothed;
12. When you have a contagious disease which may be transmitted to others during the flight;
13. When the Passenger who may have been required to present medical clearance in accordance with applicable laws, rules, and government regulations, failed to submit said medical certificate and where it appears that he/she cannot complete the flight without requiring medical assistance;
14. When your conduct is disorderly, abusive, offensive or violent;
15. When your conduct results or may result to a risk of annoyance, offense or disturbance to other Passengers;
16. When you have made a hoax bomb or other security threat;

Sec. 2. CONSEQUENCES OF REFUSAL OF CARRIAGE AND OF REMOVAL OF PASSENGER

If you commit any of the acts enumerated under Section 1(g) of this Article, and conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board, APC may take such measures reasonably necessary to prevent continuation of your conduct, including restraint. You may be disembarked and refused onward carriage at any point.

If, for the reasons enumerated under Section 1 of this Article, APC has refused to carry you, or removed you en route, APC may cancel the remaining unused portion of your Ticket and you will not be entitled to further carriage or to a refund either in respect of the sector subject of the refusal of carriage or removal, or any subsequent sectors covered by the Ticket. APC reserves the right to prosecute offences committed. APC will not be liable for any consequential loss or damage alleged due to any such refusal to carry or removal en route.

Sec. 3. GENERAL INDEMNITY

If you conduct yourself in a manner described in Section 1 of this Article, you will indemnify APC for all claims or losses, 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 APC, its Authorized 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 such conduct.

Sec. 4. OTHER LIMITATIONS ON CARRIAGE

- (a) Acceptance for carriage of unaccompanied children, persons with disability, pregnant women or ailing persons may be subject to prior arrangements with APC, in accordance with these Conditions of Carriage and any applicable laws, rules, and government regulations.
- (b) Acceptance for carriage of persons requiring special assistance such as but not limited to medical oxygen for use on-board the aircraft, packaging of wheelchair and wheelchair batteries, stretchers and other similar assistance, may be subject to advance notice and prior arrangements with APC, in accordance with these Conditions of Carriage, APC's Tariffs and any applicable laws, rules, and government regulations.

- (c) If APC believes that the aircraft weight limitation or seating capacity would otherwise be exceeded, APC will decide in its reasonable discretion which persons or articles shall be carried.

Sec. 5. MEDICAL CLEARANCE REQUIRED

Subject to applicable laws, rules, and government regulations, APC may require a medical clearance when, in good faith and using its reasonable discretion, APC determines there is reasonable doubt that a Passenger can complete the flight safely without requiring extraordinary medical assistance.

Sec. 6. BANNING NOTICE

In addition to its right to refuse carriage under any of the grounds in Section 1 of this Article, APC reserves the right to ban any person from all its flights and from availing of any of its services for the following reasons:

- (a) Such person is a habitual offender under any of the instances enumerated in Section 1;
- (b) When records support that you habitually and in bad faith, filed unwarranted complaints against APC and its employees tantamount to unjust vexation.

Sec. 7. ATTENDANT'S REQUIRED

For reasons of safety, Passengers in the following categories may be required to travel with an attendant:

- (a) A Passenger with a mobility impairment so severe that the individual is unable to assist in his/her own evacuation.
- (b) A Passenger with severe hearing and severe vision impairment who is unable to establish some means of communications with APC's personnel adequate to permit the Passenger to receive APC's safety briefing as may be required by the applicable law, rules, and government regulations;
- (c) A Passenger who is traveling on a stretcher or in an incubator or who requires administration of certain medical services during the flight (e.g. medical oxygen, respirator, intravenous injections, etc.) which he/she cannot administer on himself/herself.

Article 8 BAGGAGE

Section 1. FREE BAGGAGE ALLOWANCE

You may carry some Baggage, free of charge, subject to the conditions and limitations of these Conditions of Carriage and APC's Tariffs. APC also reserves the right to change its free baggage allowance.

Sec. 2. EXCESS BAGGAGE

You will be required to pay a charge for the carriage of Baggage in excess of the free baggage allowance at the rate and in the manner provided in these Conditions of Carriage or APC's Tariffs. Baggage in excess of the free baggage allowance will be carried only at APC's discretion, subject to space availability and weight limitation. Excess baggage includes oversized and overweight baggage.

Sec. 3. ITEMS NOT ACCEPTABLE AS BAGGAGE

(a) You shall not include in your Baggage:

1. items which do not constitute Baggage as defined in Article 1 and as stated below;
2. 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), these Conditions of Carriage and APC's Tariffs;
3. items which are prohibited for carriage by any applicable laws, rules, and government regulations;
4. live animals, except as provided in Section 11 of this Article.
5. Items, which in the opinion of APC, are unsuitable for carriage because they are dangerous, unsafe or by reason of their weight, size, shape or character, or because they are fragile or perishable.

(b) Firearms and ammunitions may be accepted as Checked Baggage provided that they are covered by proper authorization, permits, and licenses from the appropriate government authority. Firearms must be unloaded, have the safety catch on, and must be suitably wrapped and packaged, and APC may require them to be delivered to and remain in its custody until your arrival at the airport of destination. Carriage of firearms and ammunitions is subject to ICAO and IATA Dangerous Goods Regulations and any applicable laws, rules, and government regulations.

(c) APC may implement restrictions on the carriage of liquids, aerosols and gels in compliance with guidelines set by the ICAO, IATA and any applicable laws, rules, and government regulations.

(d) You shall not include in your Checked Baggage, artwork, cameras, money, jewelry, precious metals, silverware, computers, diving computers, personal electronic devices, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples, unless otherwise permitted by APC in accordance with these Conditions of Carriage.

(e) Weapons such as swords, knives and similar items may be accepted as Checked Baggage in accordance with these Conditions of Carriage, but will not be permitted in the cabin.

- (f) If any item referred to in this Article Sub-sections (a), (b) or (c) above is carried, whether or not it is prohibited from carriage as Baggage, its carriage shall be subject to the charges, limitations of liability and other provisions of these Conditions of Carriage.

Sec. 4. CHECKED BAGGAGE

- (a) Upon delivery to APC of your Baggage to be checked, APC shall take custody thereof and issue a Baggage Tag.
- (b) If the Baggage has no name, initials or other personal identification, you shall affix such identification to the Baggage prior to acceptance by APC.
- (c) Checked Baggage will be carried on the same flight as you, subject to considerations of safety, security, or any other legal and valid cause, in which case, APC will carry the Checked Baggage on APC's next flight on which space is available.
- (d) APC reserves the right to restrict the weight, size and character of Baggage according to capacity and accommodation of the particular aircraft.
- (e) You must ensure that the Checked Baggage is sufficiently robust and well secured to withstand the usual and normal rigors of carriage by air without sustaining damage except for ordinary wear and tear.

Sec. 5. UNCHECKED BAGGAGE

- (a) APC may specify maximum dimensions and/or weight for Baggage which you carry in the aircraft. If APC has not done so, Baggage which you carry into the aircraft must fit under the seat in front of you or in an enclosed storage compartment in the cabin. Items determined by APC to be of excessive weight or size will not be permitted in the cabin and if suitable shall be transported as Checked Baggage.
- (b) Objects not suitable, in the opinion of APC, for transport in the cargo compartment, such as but not limited to 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 APC. The transport of such objects may be subject to separate charges.
- (c) APC shall not be responsible for loss or damage of Unchecked Baggage not attributable to APC.
- (d) APC may allow you to carry electronic devices on board, however, for security and safety reasons, and in accordance laws, rules, and government regulations of countries to be flown from, to or, over, APC may limit the use aboard the aircraft of transmitting portable devices, including, but not limited to, cellular phones, laptop computers, E-book reader, personal gaming consoles, and two way radios.

Sec. 6. RIGHT TO REFUSE CARRIAGE OF BAGGAGE

- (a) APC may refuse to carry as Baggage the items described in Section 3 of this Article and may refuse further carriage of any such items upon discovery.
- (b) APC may refuse to carry as Baggage any item, reasonably considered by APC to be unsuitable for carriage by reason of its size, shape, weight, content, or character; or for safety or operational reasons; or for the comfort of other Passengers. APC may refuse to accept Baggage as Checked Baggage unless it is properly packed in suitcases or other similar containers to ensure safe carriage with ordinary care in handling.
- (c) APC may refuse to carry as Baggage any item, due to security, safety or operational reasons, including Baggage which does not belong to you or which you have pooled with your Baggage. APC will not be liable for such Baggage and APC reserves the right to seek indemnity from you in respect of claims or losses incurred as a result of damage caused to it.
- (d) Subject to laws, rules, or government regulations, APC shall carry passenger wheelchairs or other disability-assistive devices, unless such carriage would be inconsistent with safety requirements.
- (e) APC shall not check through Baggage for other carriers with whom it does not have an interline agreement with. You are responsible for clearing your Baggage and having it checked-in and re-tagged for your onward flight. In such circumstances, APC shall not be liable for any loss, damage or delay.

Sec. 7. RIGHT OF SEARCH

For safety and security reasons, APC may conduct a search on your person and your Baggage, for the purpose of determining whether you are in possession of, or whether your Baggage contains any item described in Section 3, or any firearms, ammunitions, or weapons are not presented to APC in accordance with Section 3 of this Article. If you are unwilling to comply with such request, APC may refuse to carry you and/or your Baggage. In the event a search or scan causes damage to your Baggage, APC shall not be liable for such damage unless due to its fault or negligence.

The right of search of APC does not impose an obligation on APC, nor does it constitute an agreement, either express or implied, by APC to allow carriage of items which would otherwise be precluded from carriage under Sections 1 and 2 of this Article.

Sec. 8. EXCESS VALUE DECLARATION AND CHARGES

- (a) You may declare a value for Checked Baggage in excess of the applicable limits of liability. If you make such a declaration, you shall pay the applicable charges in accordance with APC's Tariffs. APC shall have the option to inspect the Checked Baggage to ascertain veracity of the declared value.

- (b) APC 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.
- (c) Except as otherwise provided in APC's Tariffs, excess value charges shall apply for the entire travel and shall be payable at the point of origin, provided that if at a Stopover en route, you declare a higher excess value than that originally declared, additional excess value charges for the increased declared value from such Stopover to final destination shall be payable.

Sec. 9. COLLECTION AND DELIVERY OF BAGGAGE

- (a) You are required to collect your Baggage as soon as it is available for collection at places of destination or Stopover. Should you not collect it within a reasonable time, APC may charge you a storage fee.
- (b) Only the bearer of the Baggage Tag is entitled to delivery of Baggage. .
- (c) If a person claiming the Baggage is unable to produce the Baggage Tag and identify the Baggage by any other means, APC will deliver the Baggage to such person only on the condition that he or she establishes to APC's satisfaction his or her right to the same. APC also reserves the right to require such person to furnish adequate security to indemnify APC for any possible loss, damage or expense which may be incurred by APC as a result of such delivery.
- (d) Acceptance of Baggage by the bearer of the Baggage Tag without written complaint at the time of delivery is proof that the Baggage has been delivered in good condition and in accordance with these Conditions of Carriage.

Sec. 10. UNCLAIMED BAGGAGE

Any Baggage which is unclaimed after being in APC's possession for thirty (30) days shall be disposed of by APC in any manner it deems proper.

Sec. 11. ANIMALS

Carriage of animals by APC shall be subject to the following conditions:

- (a) You must ensure that animals, such as dogs, cats, household birds and other pets, are properly crated and accompanied by 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. Animals may be accepted for carriage as Checked Baggage, subject to APC's Tariffs.
- (b) If accepted, the animal, together with its container and food carried, shall not be included in your free baggage allowance, and will constitute excess baggage, for which you will be

required to pay the applicable excess baggage rate. Animals shall not be carried in the Passenger cabin.

However, APC may issue policies to allow service animals, such as guide dogs, accompanying Passengers with disability, consistent with applicable laws, rules, and government regulations. Provided that, containers and food of such animal shall be considered as Checked Baggage and will be carried subject to APC's Tariffs.

- (c) You shall assume full responsibility for the animal carried. (i) Where carriage is not subject to the liability rules of the Convention, APC shall not be liable for any injury to or loss, sickness or death of such animal. (ii) APC shall 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. The person transporting the animal must reimburse APC for any fine, costs, losses or liabilities reasonably imposed or incurred by APC as a result.
- (d) APC shall have no liability to you if you are unable to travel as a result of the refusal of carriage to any animal that you attempt to carry on the aircraft.

Sec. 12. PLANTS

Plants, flowers, fruits, cuttings or other plant products may be carried subject to these Conditions of Carriage and APC's Tariffs, and any applicable laws, rules, and government regulations of any country to be flown from, to or over.

Sec. 13. ITEMS REMOVED BY AIRPORT SECURITY PERSONNEL

APC will not be responsible for, nor have any liability in respect of items removed from you or your Baggage by government authority or airport security personnel.

Article 9 SCHEDULES, CANCELLATION OF FLIGHTS

Section 1. SCHEDULES

The flight times shown in timetables may change between the date of publication and the date you actually travel, as shown in the Ticket. APC does not guarantee these schedules and they do not form part of your Conditions of Carriage.

Sec. 2. CANCELLATION, CHANGES OF SCHEDULE, ETC.

- (a) Subject to applicable laws, rules, or government regulations, APC may, when circumstances so require, cancel, terminate, divert, postpone, delay any flight, alter or omit stopping places shown on the Ticket or in schedules and may without notice substitute alternate carriers or aircraft

- (b) If due to circumstances beyond its control, APC cancels or delays a flight, is unable to provide previously confirmed space, fails to stop at a Stopover or point of destination, or causes you to miss a connecting flight on which you hold a confirmed reservation, APC shall not be liable for losses or damages including any indirect, special or consequential loss, expense or damage.

Article 10 REFUNDS

Section 1. GENERAL

Refund of a Ticket or any of its unused portion is subject to these Conditions of Carriage and APC's Tariffs.

Sec. 2. PERSON TO WHOM REFUND WILL BE MADE

- (a) Except as provided in this Article, refund shall be made either to the Passenger, or to the person who has paid for the Ticket upon presentation of satisfactory proof of entitlement to the refund.
- (b) If a Ticket has been paid for by a person other than the Passenger, and APC, upon instruction of such person, has so indicated on the Ticket that there is a restriction on refund, APC shall make a refund only to that person paying for the Ticket or to that person's order.
- (c) A refund made to anyone holding himself or herself out as a person to whom refund may be made in terms of (a) above shall be deemed a proper refund and shall discharge APC from liability and any further claim for refund.
- (d) Refund due to Tickets paid for with credit cards will only be charged back to the credit card accounts originally used for the Ticket purchase. The refundable amount to be charged back to the credit card account of the card owner may vary from the originally debited amount due to differences in the exchange rate. Such variances do not entitle the recipient of the refund to a claim against APC. APC shall not be held liable for any damages that may result from the ticket cancellation.
- (e) If the credit card used is not under Passenger's account name, Passenger warrants that the he/she and the credit card holder both agreed that: 1) either the Passenger or credit card holder may apply for online refund; and 2) the refund will automatically be charged back to the credit card account originally used.

Sec. 3. INVOLUNTARY REFUNDS

If APC cancels a flight, or fails to operate a flight reasonably according to schedule, or fails to stop at a point to which you are destined or ticketed to Stopover, or is unable to provide previously confirmed

space, the amount of the refund shall be subject to these Conditions of Carriage, APC's Tariffs, and applicable laws, rules, and government regulations.

Sec. 4. VOLUNTARY REFUNDS

If you are entitled to a refund of your Ticket for reasons other than those set out in Section 3 of this Article, the amount of the refund shall be in accordance with APC's Tariffs.

Sec. 5. RIGHT TO REFUSE REFUND

- (a) APC may refuse refund when your application is made thirty (30) days after the expiry of the validity of the Ticket.
- (b) APC may refuse refund on a Ticket which has been presented to APC or other carriers or to government officials of a country as evidence of intention to depart from such country, unless you are able to establish to APC's satisfaction that you have permission from the government to remain in the country or that you will depart such country by another carrier or by another means of transport.
- (c) APC may refuse refund in the circumstances covered by Article 7, Section 2 of these Conditions of Carriage.

Sec. 6. CURRENCY

All refunds will be subject to applicable laws, rules, and government regulations 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 but may be made in another currency in accordance with APC's Tariffs.

Article 11 ARRANGEMENTS WITH CARRIER

Section 1. NO LIABILITY FOR ADDITIONAL SERVICES

If in the course of concluding the Conditions of Carriage by air, APC also agrees to make arrangements for the provision of additional services such as hotel accommodations, excursion trips and the like, APC does so only as your agent and shall have no liability to you for any loss, damage or expense of any nature whatsoever you incurred as a result of or in connection with your use of such arrangements or the denial of its use by any other person, company or agency.

Sec. 2. STOPOVERS

Stopovers may be permitted at Agreed Stopping Places only if arranged with APC in advance, subject to these Conditions of Carriage and APC's Tariffs.

Sec. 3. ALTERNATE TRANSPORTATION

Consistent with Section 1 of Article 9 above, APC may arrange for comparable air transportation or for other transportation which, at the time such arrangement is made, is scheduled to arrive at the place of your next Stopover, or place of your destination within the same time or reasonably within the same time frame as the scheduled arrival time of the flight where you hold a confirmed reservation.

Article 12 ADMINISTRATIVE FORMALITIES

Section 1. GENERAL

- (a) You are responsible for obtaining and holding all required travel documents and visas and for complying with all applicable laws, rules, or government regulations, and travel requirements of all countries to be flown from, to or through which you transit. APC shall not be liable to you on the following circumstances:
 - 1. for any aid or information given by any agent or employee of APC in connection with obtaining necessary documents or visas or complying with such laws, rules, and government regulations, whether given in writing or otherwise; or
 - 2. for your failure to obtain such documents or visas or to comply with such laws, rules, and government regulations.

Sec. 2. TRAVEL DOCUMENTS

- (a) Prior to your travel, you must present all exit, entry, health and other documents required by laws, rules, and government regulations of the countries concerned and permit APC to take and/or retain copies of it.
- (b) APC reserves the right to require you to present any of these documents at any time during the carriage. APC may also refuse to carry you if you have not complied with applicable laws, rules, and government regulations or when APC has reason to believe that your travel documents are not in order.

Sec. 3. PASSENGER RESPONSIBLE FOR FINES, DETENTION COSTS, ETC.

- (a) You are required to pay the applicable fare whenever APC, on government orders, is required to return you to your point of origin or elsewhere, owing to your inadmissibility into a country, whether of transit or of destination.
- (b) If APC is required to pay any fine or penalty or it incurred any expenditure by reason of your failure to comply with any applicable laws, rules, and government regulations, and travel requirements of the countries concerned or to produce the required documents, you shall, on demand, reimburse to APC any amount so paid and any expenditure so incurred.
- (c) APC may use for such expenditure any funds paid to APC for unused carriage, or any of your funds in APC's possession.
- (d) In addition to the above, APC reserves the right to hold you liable for any fine and penalty incurred by APC by reason of any fraud or misrepresentation you commit in relation to your travel or immigration documents.

Sec. 4. CUSTOMS OR OTHER OFFICIAL INSPECTION

- (a) If required, you shall attend the inspection of your Baggage, checked or unchecked, by customs or other government officials.
- (b) APC is not liable to you for any loss or damage you suffered through your failure to comply with this requirement.

Sec. 5. SECURITY INSPECTION

You shall submit to any security checks by APC, government or airport officials to carry out security screening on your person and your Baggage.

**Article 13
LIMITATIONS OF LIABILITY**

Section 1. GENERAL PROVISIONS

These Conditions of Carriage and applicable laws, rules, and government regulations govern APC's liability to you.

Sec. 2. LIMITS ON LIABILITY ON INTERNATIONAL CARRIAGE

Unless otherwise stated in these Conditions of Carriage, International Carriage, as defined in the Convention, is subject to the liability rules of the Convention.

Sec. 3. LIABILITY FOR DAMAGE

Where your carriage is not subject to the liability rules of the Convention, our liability provisions are as follows:

- (a) APC will not be liable to you for any loss or expense incurred due to your failure to comply with any of the provisions of this Conditions of Carriage.
- (b) APC is not liable if it proves that it or any of its agents have taken all necessary measures to avoid the damage or that it was impossible for it to take such measure.
- (c) In the carriage of Baggage, APC is not liable if it proves that the damage was occasioned by negligence in the handling of the aircraft or in navigation and that, in all other respects, it has taken all necessary measures to avoid the damage.
- (d) APC is liable only for damage occurring on its own line or air services. When APC issues a Ticket or Baggage Tag over the lines or air services of another carrier, APC does so only as agent for such other carrier and assumes no responsibility for the acts or omissions of such other carrier. Nevertheless, with respect to Checked Baggage, you shall have a right of action against the first or last carrier.
- (e) APC is not liable for damage to Unchecked Baggage unless such damage is caused by the negligence of APC. If there has been contributory negligence on your part, APC's liability shall be subject to the applicable laws, rules, and government regulation relating to contributory negligence.
- (f) APC is not liable for damage arising from its compliance with any laws, rules, or government regulations, orders or requirements, or from your failure to comply with the same.
- (g) If in accordance with applicable laws, rules, and government regulations, different limits of liability are applicable such different limits shall apply. If the weight of the Baggage is not recorded on the Baggage Tag, 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. If in the case of Checked Baggage a higher value is declared pursuant to Article 8, Section 7, the liability of APC shall be limited to such higher declared value.
- (h) APC's limit of liability shall not exceed the amount of proven damages. APC shall furthermore not be liable for indirect or consequential damages.
- (i) APC is not liable for injury to you or for damage to your Baggage caused by property contained in your Baggage. In the event that your property causes injury to another person or damage to another person's property or to APC's property, you shall indemnify APC for all losses and expenses incurred by APC as its result.

- (j) APC is not liable for loss or damage to fragile or perishable items, money, jewelry, precious metals, silverware, negotiable papers, securities, or other valuables, business documents, passports and other identification documents or samples. Carriage of the foregoing shall be allowed only under special arrangements with APC.
- (k) APC is not liable for any consequence resulting solely from your state of health.
- (l) The aggregate amount you may claim from APC, including from Authorized Agents, employees, or representatives shall not exceed the limits of liability as prescribed in these Conditions of Carriage.
- (m) Unless so expressly provided nothing herein contained shall waive any exclusion or limitation of liability of APC under the Convention or applicable laws, rules, and government regulations.
- (n) In the Domestic Carriage of persons, the limit of liability for death or injury of persons attributable solely to the act, omission or negligence of APC and not due to any cause beyond its control, shall be governed by the relevant local law or regulation.
- (o) In the Domestic Carriage of Checked Baggage, the limit of liability for loss, damage or delay of the Checked Baggage or of any object contained in the Baggage, attributable solely to the act, omission or negligence of APC and not by any cause beyond its control, shall be governed by the relevant local law or regulation.

Article 14

DENIED BOARDING COMPENSATION

Section 1. DENIED BOARDING

Subject to the exceptions provided under Section 2 of this Article, APC shall compensate Passengers holding confirmed reservations and who have undergone all the prerequisite formalities for check-in, but were denied boarding due solely to unavailability of space, in accordance with applicable laws, rules, and government regulations.

Sec. 2. EXCEPTIONS OF ELIGIBILITY

You shall not be eligible for denied boarding compensation if:

- (a) the flight for which you hold confirmed reservations is unable to accommodate you because of: (1) government requisition of space; or (2) substitution of equipment of lesser capacity when required by operational and/or safety reasons and/or other causes beyond the control of APC;

- (b) the flight is cancelled due to operational and/or safety reasons, force majeure, weather, strikes, or other causes beyond the control of APC; or
- (c) APC arranges for comparable air transportation or for other transportation which, at the time such arrangement is made, is scheduled to arrive at the place of your next Stopover, or place of your destination not later than three (3) hours from the scheduled arrival time on the flight where you hold a confirmed reservation.

Article 15
MODIFICATION AND WAIVER

No agent, employee or representative of APC, by conduct, in writing or otherwise, has authority to alter, modify or waive any provision of these Conditions of Carriage and APC's Tariffs

Article 16
TOPIC HEADINGS

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