

General Conditions of Carriage

Article 1 - General Definitions

"We", "our", "ourselves" and "us" means Villa Air Private Limited.

"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 for "Passenger").

"Airline Designator Code" means the two-characters or three letters which identify particular air carriers.

"Authorised Agent" means a passenger sales agent or legal entity who we have appointed to represent us in the sale of air transportation on our services.

"Baggage" means your personal property accompanying you in connection with your trip. Unless otherwise specified by us, it consists of both your Checked and Unchecked Baggage.

"Baggage Check" means those portions of the Ticket which relate to the carriage of your Checked Baggage.

"Baggage Identification Tag" means a document issued solely for identification of each piece of Checked Baggage.

"Checked Baggage" means Baggage of which we take custody and for which we have issued a Baggage Identification Tag.

"Check-in Deadline" means the time limit set by us by which you must have completed check-in and received your boarding pass.

"Codeshare" means an arrangement by which transportation is provided to a Passenger whose Ticket bears our airline designator code ("VP") on a flight which is operated by a carrier other than us.

"Conditions of Carriage" means these conditions of carriage.

"Conditions of Contract" means those statements contained in or delivered with your Ticket or Itinerary/Receipt, identified as such and which incorporate by reference, these Conditions of Carriage.

"Confirmed Reservation" means a booking for a flight or series of flights in circumstances where the following conditions apply: a seat is held from availability with the status as confirmed; payment has been taken in the form of credit card/debit card/travel agent MPD or cash paid at an airport all flight sectors are confirmed; the booking contains relevant details which are the same as the travel document held by the Passenger (e.g. name, contact details, flight number(s)); the Passenger has been advised that his or her travel booking is confirmed. A Confirmed Reservation will exist for the purposes of Article 9 only, where the Passenger has a ticket or other proof which indicates that the reservation has been accepted and registered by us or a Package Travel tour operator.

"Conjunction Ticket" means a Ticket which we have issued to you with relation to another Ticket which together constitute a single contract of carriage.

"Connecting Flight" means a subsequent flight providing onward travel on the same Ticket or a Conjunction Ticket.

"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 it.

"Damage" includes, but is not restricted to, death of, wounding of, or bodily injury to a Passenger and loss of, damage to, or destruction of baggage. Additionally, it means damage occasioned by delay in the carriage by air of Passengers or Baggage.

"Days" mean all seven days of every 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.

"Denied Boarding" means a refusal to accommodate a passenger on a scheduled flight although he or she has a valid Ticket with a Confirmed Reservation on that flight.

"Montreal Convention" means Montreal Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Montreal, 28 May 1999.

"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").

"Special Drawing Right" and "SDR" means the composite unit of currency that is the official unit of exchange of the International Monetary Fund.

"Stopover" means a scheduled stop on your journey at a point between the place of departure and the place of destination.

"Tariff" means the published fares, charges and/or related conditions of carriage of an air carrier filed, where required, with the appropriate authorities.

"Ticket" means the Itinerary/Receipt, the Electronic Coupons and, if applicable, a boarding document, in each case issued by us or on our behalf, and includes the Conditions of Contract and notices.

"Unchecked Baggage" means any of your Baggage other than Checked Baggage.

"Warsaw Convention" means whichever of the following instruments are applicable to your carriage:

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

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

the Warsaw Convention as amended by Additional Protocol No. 1 of Montreal (1975);

THE Warsaw Convention as amended at The Hague and by Additional Protocol No. 2 of Montreal (1975);

the Warsaw Convention as amended at The Hague and by Additional Protocol No. 4 of Montreal (1975);

Guadalajara Supplementary Convention (1961).

Article 2 – Applicability

2.1 General

These Conditions of Carriage apply to all carriage by air of passengers and baggage, performed by us or where our Airline Designator Code appears in the 'carrier' box of your ticket.

2.2 Overriding Law

2.2.1 These Conditions of Carriage apply unless they are inconsistent with our Tariffs or applicable laws which apply to your contract of carriage, in which case such Tariffs or applicable laws shall prevail.

2.2.2 If any part of this Conditions is invalid under any applicable law, the other parts shall remain valid.

2.3 Conditions Prevail over Policies or Procedures

Except as provided in these Conditions of Carriage, in the event of inconsistency between these Conditions of Carriage and any policy or procedure we may have dealing with a particular subject, these Conditions of Carriage shall prevail.

Article 3 – Tickets

3.1 General

We will provide carriage only to the Passenger named on the Ticket, and you may be required to produce appropriate identification (such as valid passport, national identity card, work permit).

3.2 Transferability

A Ticket is not transferable. You shall not be entitled to be carried on a flight unless you present a valid Ticket containing the Flight Coupon or Electronic Coupon for that flight and all other unused Flight Coupons or Electronic Coupons and the Passenger Coupon. In addition, you shall not be entitled to be carried if the Ticket presented is mutilated or if it has been altered otherwise than by the Ticket Issuer. Any enquiries about lost or incomplete Tickets should be addressed to the Ticket Issuer.

3.3 Loss of Ticket

In case of loss or mutilation of a ticket, or part thereof, or non-presentation of a ticket containing the passenger coupon and all unused flight coupons, we may at the passenger's request and subject to our policies and procedures replace such Ticket (or part of it) by issuing a new Ticket, provided that a Ticket valid for the flight(s) in question was duly issued and you sign an agreement to reimburse us for any costs or losses up to the value of the original Ticket, which are necessarily and reasonably incurred by us or another carrier for misuses of the Ticket. The Ticket Issuer may charge a reasonable administration fee for this service.

3.4 Validity

Except as otherwise provided on the Ticket, in these Conditions of Carriage, or in 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 date of payment.

3.5 Name and Address of Carrier

Our name may be abbreviated in the ticket as our Airline Designator Code VP. Our address is:

H Green, 7th Floor
Majeedhee Magu
Malé 20070
Republic of Maldives
Phone: +960 3013000
Email: sales@flyme.mv

Article 4 – Fares and Charges

4.1 General

4.1.1 The prices drawn up at the time of agreement are based on current rates, taxes and prices at that time. We reserve the right to adjust the prices of air carriage, if government and other public bodies impose a new fee, charge or tax directly related to the service of air carriage. The base fuel rate used to quote the base tariff is taken as US\$ 1.0000 (one United States dollars) per litre.

4.1.2 Prices of your tickets will vary with fluctuation in the fuel prices as per the fuel and tax clause given as part of the contract. For the validity of this contract, for every US\$ 0.050 (five United States cents) the ticket price will increase by the respective fuel surcharge, which in this contract is at US\$ 0.750 (United States seventy five cents) per one-way ticket or US\$ 1.5000 (one and a half United States dollars) for one return ticket. This only applies for booking requests and payments that are processed after the increase of fuel price.

4.1.4 Prices proposed in the agreement covers only the air carriage of passengers and their accompanying baggage to the ticketed destination. Charges which may be incurred for other services are not included in the passenger tariffs. Payments for services should be made in conformity with the rules and regulations of all the governments concerned and must be accompanied with the authorisation to convert the currency as required by the Carrier. Any refunds made by us will be made in United States Dollars, or the equivalent amount in Maldivian Rufiyaa based on the prevailing exchange rates at that time.

4.1.5 The taxes, fees and charges on air travel are constantly changing and can be imposed after you have made your booking, after the date of issue of your Ticket, and either before or after you have made full payment to us for your Ticket. If there is an increase in a tax, fee, charge applicable to your Ticket, where permitted by law and applicable regulations you agree to pay it.

4.1.6 Likewise, if a new tax, fee, charge is imposed or introduced even after you have made full payment to us and/or after the date of issue of your Ticket, where permitted by law or applicable regulations you agree to pay it.

Article 5 – Reservations

5.1 Reservation Requirements

5.1.1 We or our Authorised Agent will record your reservation(s). Upon request we will provide you with written confirmation of your reservation(s).

5.1.2 Certain fares have conditions which limit or exclude your right to change or cancel reservations. These will be advised to you at the time of booking.

5.2 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 decide to cancel your reservation.

5.3 Cancellation and Rebooking

All cancellations or change of reservations by you should be made at least 48 (forty eight) hours in advance to the date of intended travel.

Article 6 – Check-in

6.1 You must report to the designated check-in counters at least 75 (seventy five) minutes prior to the intended time of departure.

6.2 You must be present at the boarding gate no later than 30 minutes prior to the scheduled time of departure.

6.3 We may decide to cancel the space reserved for you or change your seat assignment within your ticketed class of carriage if you fail to arrive at the boarding gate in time.

6.4 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 7 – Refusal and limitation of Carriage

7.1 Right to Refuse Carriage

We may decide to refuse to carry you and/or your Baggage (even if you hold a valid Ticket) if one or more of the following has happened or we reasonably believe might happen:

7.1.1 refusal to carry is necessary (or we reasonably believe it to be necessary) in order to comply with any applicable government laws, regulations or orders; or

7.1.2 whenever such action is necessary or advisable by reason of weather or other conditions beyond our control (including but without limitation), force majeure, acts of God, strikes, civil commotions, embargoes, wars, hostilities, or disturbances that are actual, threatened or reported;

7.1.3 you commit a criminal offence during any of the operations of embarkation on your flight, or disembarkation from a connecting flight, or on board the aircraft; or

7.1.4 you fail to observe safety or security instructions of, or obstruct or hinder, ground staff in the performance of their duties; or

7.1.5 you use threatening, abusive or insulting words or behave in a threatening, abusive or insulting manner to ground staff or members of the crew prior to or during boarding the aircraft or disembarkation from a connecting flight; or

7.1.6 the carriage of you and/or your Baggage may endanger or affect, or has endangered or affected, the safety of the aircraft or anyone on the aircraft; or

7.1.7 carriage of you and/or your Baggage may endanger or affect the safety or health of you, other passengers or members of the crew; or

7.1.8 carriage of you or your Unchecked Baggage may materially affect the comfort of other passengers; or

7.1.9 your mental or physical state, appears to present a hazard or risk to yourself, to passengers, to crew, to the aircraft or any person or property in it and/or additionally where such impairment is caused by, for example, alcohol or drugs and represents a likely source of material annoyance or discomfort to other passengers; or

7.1.10 you have refused to submit to a security check for yourself or your Baggage; or

7.1.11 you fail to observe our instructions with respect to safety or security and comfort of other passengers on matters such as, but not limited to, seating, storage of Unchecked Baggage, smoking or use of drugs, use of electronic equipment including, but not limited to mobile/cellular phones, laptop computers, PDAs, portable recorder, portable radios, CD, DVD and MP3 players, electronic games or transmitting devices; or

7.1.12 you are, or we reasonably suspect you are, in the unlawful possession of drugs; or

7.1.13 you have made a hoax bomb or hijack threat; or

7.1.14 you have not paid the applicable fare, taxes, fees or charges for your journey; or

7.1.15 you have failed to pay for goods or services purchased from us on the ground or on board our aircraft including but not limited to duty free goods; or

7.1.16 you do not appear to have valid travel documents, or you seek, or may seek, to enter a country through which you may be in transit or for which you do not have valid travel documents, or you destroy, or may destroy, your travel documents during flight, or you refuse to allow us to copy your travel documents or you refuse to surrender your travel documents to the flight crew, against receipt, when so requested; or

7.1.17 you do not appear to be able to meet requisite visa requirements in relation to any country through which you may be in transit or into which you may seek entry; or

7.1.18 we have been informed by the immigration or other authorities of the country to which you are travelling, or for a country in which you have a stopover planned, that you will not be permitted entry to such country even if you have valid travel documents; or

7.1.19 you have failed to give us information in your possession which a governmental authority has lawfully asked us to give about you; or

7.1.20 you present a Ticket that has been acquired unlawfully, appears to be falsified, has been purchased from or issued by an entity other than us or our Authorised Agent, or has been reported as being mutilated, lost or stolen, is a counterfeit, or you cannot prove that you are the person named in the Ticket; or

7.1.21 you present a Ticket which has been issued or altered in any way, other than by us or our Authorised Agent, or the Ticket is mutilated or spoiled; or

7.1.22 we have notified you in writing that we would not at any time after the date of such notice carry you on our flights or if the aircraft's weight limitations or seating capacity prevent carriage of some Passengers and/or Baggage; or

7.1.23 you do not appear, and cannot reasonably satisfy us otherwise, that you are medically fit to fly, as required by Article 7.2; or

7.1.24 you, or someone who is legally responsible for you if you are a minor, has failed to comply with the requirements of Article 7.3; or

7.1.25 you, or someone for whom you are responsible travelling with you (such as, but not limited to, a minor) is not permitted by law, court order or bail conditions from leaving the jurisdiction of the place of departure of the aircraft; or

7.1.26 you have previously committed one of the acts or omissions referred to above or have committed misconduct on a previous flight of the type referred to in Article 10; or

7.1.27 if there is a discrepancy between the name shown on your reservation, ticket and passport or national identification card.

7.2 Fitness to fly

7.2.1 Prior to boarding the aircraft for carriage you must be reasonably satisfied that you are medically fit to fly. No medical examination is necessary unless you have any reason to suspect, or ought reasonably to know, that you have a condition which might be exacerbated by the normal operation of an aircraft or could cause you difficulty if you are unable to gain access before the end of your flight to professional medical assistance. If you have any doubt whatsoever you are obliged to seek professional medical advice before flying with us. Whenever you are aware of a health condition of the type just mentioned, but have been advised that you are fit to fly provided certain precautions are taken (for example, use of medication), it is your responsibility to ensure that all such precautions are in fact taken before, during and after your flight, as the case may be and that you are able, if requested to do so, to produce written evidence of your fitness to fly.

7.2.2 If we request written evidence of your fitness to fly it is either your responsibility or the responsibility of a specialist repatriation company or other agent acting on your behalf to ensure that the evidence provided to us is complete and accurately reflects your current state of health. If, after providing written evidence of your fitness to fly we accept you as a passenger and:

7.2.1.1 a flight is required to be diverted as a direct result of your health; and

7.2.2.2 we have reasonable grounds to believe that information or evidence of your fitness to fly was either inaccurate, incomplete, out of date or withheld from us at the time you were asked to produce it

we will not be responsible for any fines, detention, medical or repatriation costs incurred by you and we reserve the right to seek reimbursement of any costs we incur as a result.

7.3 Special assistance

7.3.1 Acceptance for carriage of unaccompanied children, incapacitated persons, persons who are disabled or have limited mobility, pregnant women, persons with illness or other people with special needs requiring special assistance (such as a wheelchair) is subject to our prior agreement in line with our policies and procedures and applicable laws. Any Passenger accepted by us for carriage, shall not subsequently be refused carriage on the basis of such disability or special requirements unless they fail to comply with these Conditions of Carriage including, but not limited to, Articles 7.1 or 7.2.

7.3.2 You must let us know what assistance you may need at the airport at least 48 hours prior to the scheduled time of departure so we can let the relevant managing body know so they can make arrangements.

7.4 Acceptance of Passenger

We will once again accept the passenger for carriage at our own discretion, if the condition preventing us from accepting the passenger had been rectified through the appropriate channels.

Article 8 – Baggage

8.1 Free Baggage Allowance

8.1.1 Your Ticket may or may not allow for an amount of baggage, free of charge, subject to our conditions and limitations, which may be available on our website and other publications or on request from any Authorised Agent or your Ticket Issuer.

8.1.2 Single items in excess of 32 kilograms will not be accepted for carriage as Checked Baggage. Priority will always be given to carriage of Checked Baggage within the applicable free baggage allowance.

8.1.3. Passengers with reduced mobility have further rights with regard to the carriage of mobility aids.

8.2 Excess Baggage

You will be required to pay an extra charge for carriage of Baggage in excess of the free Baggage allowance. These rates are available from us, our Authorised Agent or on our website. Carriage of excess Baggage is subject to available space on your flight.

8.3 Items Unacceptable as Baggage

8.3.1 You must not include in your Baggage:

8.3.1.1 items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the International Civil Aviation Organisation (ICAO) Technical

Instructions for the Safe Transport of Dangerous Goods by Air or our procedures;

8.3.1.2 items the carriage of which are prohibited by applicable laws, regulations or orders;

8.3.1.3. items which are considered by us to be unsuitable for carriage by reason of their weight, size, shape or character, or which are fragile or perishable;

8.3.1.4. animals, including birds and reptiles;

8.3.2 You must not include in Checked Baggage money, jewellery, precious metals, computers, personal electronic devices, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples.

8.3.3 If, despite being prohibited, any items referred to in this Article are included in your Baggage, we shall not be responsible for any loss or damage to such items. In addition, failure to comply with such requirements may result in severe criminal penalties being brought against you and you shall also be liable for any costs resulting from any disruption incurred by us as a result of you not complying with this requirement and we shall be entitled to refuse you carriage on any return or subsequent flight.

8.4 Right to refuse carriage

8.4.1 We will refuse to carry as Baggage the items described in Article 8.3, and we may refuse further carriage of any such items upon discovery.

8.4.2 We may refuse to carry as Baggage any item reasonably considered by us to be unsuitable for carriage because of its size, shape, weight, content, character, or for safety or operational reasons, or the comfort of other passengers. Information about unacceptable items is available upon request.

8.4.3 We may refuse to accept Baggage for carriage unless it is in our reasonable opinion properly and securely packed in suitable containers.

8.5 Right of Search

For reasons of safety and security, you and your Baggage may be searched by hand or by X-ray or other type of scan. If you are not available, your Baggage may be searched in your absence. If you are unwilling to comply with our requirements, 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.

8.6 Checked baggage

8.6.1 Upon delivery to us of your Baggage which you wish to check we will take custody of, and issue a Baggage Identification Tag for each piece of your Checked Baggage.

8.6.2 Checked Baggage must have your name or other personal identification affixed to it.

8.6.3 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

8.7 Unchecked baggage

8.7.1 We may specify maximum dimensions and/or weight for Unchecked Baggage which you carry on to the aircraft. If we have not done so, Unchecked 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 Unchecked Baggage cannot be stored in this manner, or is of excessive weight (with reference to the limits as stated in your Ticket or publicised by us), or is considered unsafe for any reason, or is causing discomfort to passengers and crew due to smell or appearance, it must be carried as Checked Baggage.

8.8 Collection and delivery of checked baggage

8.8.1 Subject to Article 8.6.3, you are required to collect your Checked Baggage as soon as it is made available at your destination or Stopover. Should your Checked Baggage not be claimed within three (3) months of the time it is made available, we will dispose of it without any liability to you. However, we reserve the right to document and dispose of any perishable items, if such items decompose before the three (3) month period.

8.8.2 Only the bearer of the Baggage Check and Baggage Identification Tag is entitled to delivery of the Checked Baggage. We cannot take any responsibility for ensuring that the bearer of the Baggage Check is entitled to delivery.

8.8.3 If a person claiming Checked Baggage is unable to produce the Baggage Check and identify the Baggage by means of a 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.

Article 9 – Schedules, Delays, Cancellations and Misconnections

9.1 Scheduling and Delays

9.1.1 We will use our best efforts to carry you and your Baggage with reasonable dispatch and to adhere to published schedules in effect on the date of travel. However, to do so, we may need to use a substitute aircraft and/or the services of another carrier. We may also be obliged to change the time of flights, often for reasons beyond our control and consequently times shown in the Ticket, timetables or elsewhere cannot be guaranteed. If you provide us with contact information, we will use our best endeavours to notify you of any such changes.

9.1.2 For operational reasons or unusual or unforeseen circumstances, delays may occur, but we will take all reasonable measures to avoid delay in carrying you and your Baggage. In the exercise of these measures and in order to prevent a flight cancellation, at our discretion we may arrange for a flight to be operated on our behalf by another carrier and/or aircraft.

9.1.3 We will not be obliged to operate our flights over a particular route, and we can, within reasonable time limits, select the routes to be flown over or deviate from.

9.2 Force Majeure

We may cancel or delay a flight without being liable to pay any cancellation fee or compensation whatsoever in the event that the flight cannot be performed or completed due to any cause beyond the control of us including - but not limited to – strikes, lockouts, civil commotion, war or warlike operations or imminence thereof, riots, blockade, embargo, acts or omissions of government authorities including all civil aviation authorities, acts of God, fire, floods, tsunamis, tidal waves, hurricanes, fog, storms, epidemics, quarantine, hijacking, requisition of aircraft by State authorities, or if the safety of passengers and/or property is deemed to be at risk by the pilot in command or operational supervisor/station manager in charge of the flight.

Article 10 – Unacceptable Behaviour Onboard Aircraft

If in our opinion, you conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstructs the crew in the performance of their duties, or fails to comply with any instruction of the crew, or behaves in a manner to which other passengers may reasonably object, we may take such measures as it deems necessary to prevent continuation of such conduct, including restraint. Further, you may be disembarked and refused onward carriage at any point, may be prosecuted for offences committed on board the aircraft, may be referred to or placed on a list of disruptive passengers, and we may take proceedings against you for recovery of any costs, expenses and liabilities incurred as a result.

Article 11 – Administrative Formalities

11.1 Travel Document

Prior to travel, you must present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement 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.

11.2 Passenger Responsible for Fines, etc

If we are required to pay any fine or penalty or detention costs or to incur any expenditure by reason of your failure to comply with laws, regulations, orders, demands or other travel requirements of either us or the countries concerned, or to produce the required documents, you shall reimburse us on demand any amount so paid or expenditure so incurred.

11.3 Security Inspection

You shall submit to any security checks by governments, airport officials, carriers or by us.

11.4 Personal Data

11.4.1 Your personal data is very important and thus handled and protected with the greatest possible care. We take the security and protection of customer data very seriously. As such we use procedural and technical safeguards to protect your data against loss or theft as well as unauthorised access and undue

disclosure. If, however, you do not take reasonable care to ensure the continued confidentiality and accuracy of your data security, we will not be liable for any consequential misuse and/or fraud.

11.4.2 You will recognize that your personal data has been given to us for the purposes of making a reservation for carriage and obtaining ancillary services, and that making available such data to government agencies who may share such personal data with other government agencies is beyond our control. For these purposes, you authorize us to retain such data and to transmit it to our own offices, other carriers or the providers of such services. Moreover, certain laws and regulations may require that we provide information on or permit access to your data.

Article 12 – Successive Carriers

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

Article 13 – Liability for Damage

13.1 Death or Injury to Passengers

As your carrier, Villa Air Private Limited and our employees and agents undertaking the execution of the process of air carriage shall not be subjected to liabilities higher than those set forth by the Montreal convention of 1999. The limit of liability for bodily damage or death during carriage (as defined by this conventions) is limited to 100,000 Special Drawing Rights (which is around USD 140,000.00) for any one occurrence. However, we will not be liable to this if it were able to prove that such damage was not a result of our negligence, or if we successfully prove that such damage was caused solely by the negligence of a third party.

13.2 Baggage

13.2.1 To the extent not being in conflict with the foregoing, our liability for the loss, delay or damage to the content of checked baggage is limited to USD 20.00 (Twenty American Dollars) per kilogram unless the baggage had been accepted under a special declaration.

13.2.2 We will not be held liable for loss or damage of unchecked baggage unless it is proven that the loss or damage was caused by our recklessness or negligence. In any event we will not be liable for any loss, damage to, or delay in delivery of perishable articles, money, jewellery, silverware, negotiable papers, securities or other valuable business documents, passports and other identification documents or samples or medicines or drugs which are included in your checked baggage.

13.2.3 If a bag is damaged while under our care and is unsuitable for onward travel, it can be replaced to a maximum of \$130 (United States Dollars One Hundred and Thirty) on condition that the correct documentation has been completed by our staff and the claim is submitted within 7 working days. In such case you can decide whether to accept the replacement bag or the payment transferred to a bank of choice.

13.3 Insurance

Our aircraft are adequately insured as per international and Maldivian Civil Aviation Regulations, and the passengers and their belongings are adequately covered in case of accidents, and personal injury.

Article 14 – Time Limitations on Actions and Claims

14.1 Notice of claims

If the person with a Baggage Check or a baggage identification tag receives checked baggage and did not file a complaint at the time of receipt, it will be presumed that it was delivered in good condition (unless that person can prove otherwise).

If you wish to file a claim or an action regarding:

(a) Damage to Checked Baggage, you must notify us as soon as you discover the Damage at the Checked Baggage claim area.

(b) delay of Checked Baggage, you must notify us in writing within twenty one (21) days from the date the Baggage has been made available to you; and

(c) loss of Checked Baggage, you must do so after twenty one (21) days from the date the Baggage should have been made available to you.

14.2 Limitation of actions

Any right to claim for Damage shall be extinguished if an action is not brought within two (2) 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.

Article 15 – Other Conditions

Carriage of you and your Baggage is also provided in accordance with certain other regulations, policies and conditions applying to or adopted by us. These regulations, policies and conditions (as varied from time to time) are important and can be obtained upon request. They concern, among other things; the carriage of unaccompanied minors, pregnant women, and sick passengers, restrictions on use of electronic devices and items, security, data privacy, forbidden items in Baggage, limits on size and weight of Baggage and airport operational policies.

Article 16 – Modification and Waiver

No agent, employee or representative of Carrier has authority to alter, modify or waive any provision of these Conditions of Carriage.

Article 17 – Interpretation

17.1 Titles

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

17.2 Disputes

Disputes shall be endeavoured to be settled through discussion and mutual agreement failing which such can be submitted to the courts of law in Maldives.

17.3 Governing Law

These conditions of carriage shall be governed and interpreted in accordance with the laws of Maldives.