



## AVEX AIR TRANSPORT (PTY) LTD

### Conditions of Carriage

In this Contract the following expressions/words shall bear the meanings assigned to each of them respectively in the paragraph.

- 1.1 "Ticket"-this passenger ticket and to which all terms and conditions contained herein form an integral part.
- 1.2 "Carriage"- transport of passengers as well as baggage.
- 1.3 "Convention"- shall mean any of the following:
  - The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw 12/09/1929 (referred to below as the Warsaw Convention)
  - The Warsaw Convention as amended at The Hague 28/09/1955.
  - The Warsaw Convention as amended by Additional Protocol No1 of Montreal (1975)
  - The Warsaw Convention as amended at The Hague and by Additional Protocol No2 of Montreal (1975)
  - The Warsaw Convention as amended at The Hague by Additional Protocol No4 Of Montreal (1975)
  - The Guadalajara Supplemental Convention (1961) The Convention for the Unification of Certain rules for International Carriage by Air, signed at Montreal, 28/05/1999 (referred to as the Montreal Convention)
2. Carriage under and in terms of this passenger ticket is subject to all the rules and limitations relating to liability established by the Warsaw Convention as read with the Guadalajara Convention insofar as may be applicable unless such carriage is not as "International Carriage "as defined in the Warsaw Convention. The expressions used in Articles 1 and 28 of the Warsaw Convention shall mean the States and Territories which are bound by the Warsaw Convention by either ratification or adherence.
3. The passenger hereby indemnifies the carrier, its servants and agents against all claims which may be preferred by his/her dependants against the carrier from whatsoever cause and whether arising as well against all damages which the carrier may suffer through any act or omission of the passenger howsoever caused.
4. The passenger acknowledges that the domicile and principal place of business of the carrier is situated at Avex House, 57 Loper Avenue, Aeroton, Spartan Extension 2, Kempton Park. Any action taken against the carrier shall be taken only in a court of the State or Territory in which the principal place of business of the carrier is situated. Consequently the passenger hereby consents to the jurisdiction of the Supreme Court of South Africa (Witwatersrand Local Division) in respect of any action whatsoever that may be taken by the passenger against the carrier.
5. Without in any way derogating from aforesaid limitations of liability the carrier shall not be liable for:
  - 5.1 Any indirect or consequential damages, however caused or
  - 5.2 Any damage caused to a passenger's baggage cause by property contained therein. Any passenger whose property causes damage to another passenger's baggage or the property of the carrier shall hereby indemnify the carrier for all losses and expenses incurred by the carrier as a result hereof or
  - 5.3 Any damage to fragile or perishable articles, money, jewellery, silverware, negotiable papers, securities, or other valuables, business documents, passports and other identification documents, photographic equipment and accessories or samples which are in the passenger's possession or are included in the passenger's checked or unchecked baggage, or any baggage itself (including suitcases, briefcases, bags and similar articles) whether with or without the knowledge of the carrier.
  - 5.4 All rights to damage shall be extinguished if any action is not brought within one year reckoned from the date of arrival at destination. The method of calculating the period of limitation shall be determined by the law of the court seized of the case.
  - 5.5 No action shall lie in the case of damage to baggage unless the person entitled to delivery, complaints to the carrier forthwith after the discovery of the damage and, at the latest, within 7 days from the date of receipt and in the case of delay, within 24 days from the date on which the baggage had been placed at his/her disposal. Every complaint must be made and dispatched and received by the carrier within the time aforesaid.