



## Terms & Conditions

### Article 1: Definitions

#### 1.1. Meanings

In these Terms & Conditions, these particular expressions have the following meanings:

- "**Authorized Agent**" means a customer sales agent who has been appointed by us to represent us in the sale of carriage by air on our services." The authority of the agent is limited only to the sale of a ticket and booking of a flight on the service of the carrier in accordance with all the rules.
- "**Baggage**" or "baggage" means your personal property accompanying you in connection with your trip. Unless otherwise specified, it includes both your Checked and Unchecked Baggage;
- "**Baggage Check**" means a document issued to Customer by us as a receipt for Checked Baggage and which relate to the carriage of Checked Baggage and includes the Baggage Identification Tag.
- "**Baggage Identification Tag**" means a document issued by us solely for identification of Checked Baggage.
- "**Boarding Pass**" means the physical or digital document that shall be issued to a Customer as evidence that the Customer have checked-in for a flight;
- "**Booking**" means an act of creating an itinerary with Customer details such as name, contact information, etc., through Alliance Air reservation channels.
- "**Checked Baggage**" means baggage of which we take custody and for which we have issued a Baggage Identification Tag; it is also sometimes referred to as "registered baggage.
- "**Check-in Deadline**" means the time limit specified by us by which you must have completed check-in formalities and received your boarding pass.

- **"Conditions of Contract"** means those statements contained in or delivered with the Itinerary, identified as such and which incorporate by reference, these Terms & Conditions and notices available at our offices and check-in counters.
- **"Customer"** or, **"you"**, **"your"** and **"yourself"** means any person, except members of the crew, carried or to be carried in an aircraft by Alliance Air pursuant to a Booking.
- **"Damage"** includes death, bodily injury to a Customer, delay, loss, partial loss or other damage, arising out of or in connection with carriage or another services incidental thereto performed by us.
- **"DGCA"** -means Directorate General of Civil Aviation, Government of India.
- **"E-Ticket"** or **"Ticket"** -means an electronic document, containing the Customer name, flight details, Booking reference / PNR, unique ticket number and the payment made for Travel.
- **"Fit to Fly"** means the certificate required to be obtained by certain travelers from a registered medical practitioner as indicated in these Terms and Conditions.
- **"Infant(s)"** means children below 2 (two) years of age as on the date of Travel.
- **"Itinerary Receipt"** means the document we issue to Customer that includes the Customer's name, flight information, payment details, Conditions of Contract and notices.
- **"PNR"** means a Customer's travel record, which is a unique Booking reference number that identifies the Customer's Booking in Alliance Air database for a sector or combination of sectors.
- **"Regulations"** means any regulations, terms or conditions specified in writing by us from time to time.
- **"Sector"** means the flight from the airport at the point of origin to the airport at the point of destination.
- **"Seat"** means a seat in our aircraft.
- **"Stopover"** means a deliberate interruption of a journey by the passenger, at a point between the place of departure and the place of destination, which has been agreed to in advance by Carrier.
- **"Tariff"** means our fares and charges published electronically or on paper.

- **"Terms & Conditions"** or **"Conditions of Carriage"** means these Terms and Conditions of Carriage.
- **"Ticket"** means the Itinerary receipt issued by us or on our behalf and including the payment details, Conditions of Contract and notices contained in it.
- **"Unchecked Baggage"**, means any baggage other than Checked Baggage including all items brought by you into the aircraft cabin.
- **"We", "our", "ourselves", "us", "Carrier", "AAAL" and "Alliance Air"** means Alliance Air Aviation Ltd.
- **"Website"** means the internet site [www.allianceair.in](http://www.allianceair.in) provided by us for the purpose of bookings and to access information about us.

## 1.2. Captions

The title or caption of each Article of these terms & conditions ("Terms and Conditions") is for convenience only and is not to be used for interpretation of the text.

## Article 2: Applicability

### 2.1 General

2.1.1 Except as provided under clauses 2.2 & 2.3 herein, these Terms & Conditions apply to all carriage by air of Customers and Baggage performed by us or on our behalf and to any liability we may have in relation to that carriage and transportation.

2.1.2 In regard to carriage by air which is domestic, the rules and limitations relating to liability as specified by notifications issued from time to time under Section 8 of the Indian Carriage by Air Act, 1972, shall apply.

### 2.2 Terms & Conditions Prevail

Except as provided in these Terms & Conditions, in the event of inconsistency between these Terms & Conditions and our Conditions of Contract or any other regulations we may have dealing with particular subjects, these Terms & Conditions shall prevail.

## **2.3 Charters**

If carriage is performed pursuant to a charter agreement these conditions apply only to the extent they are incorporated by reference by the terms of the charter agreement and the charter ticket.

## **2.4 Language**

The language of these Terms & Conditions is English and even though there may be translations of these Terms & Conditions in other languages, English shall be the sole language used in the interpretation of these Terms & Conditions.

## **2.5 Overriding Law**

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

## **Article 3: -Tickets / Itinerary**

### **3.1 Prima Facie Evidence of Contract**

The Itinerary receipt is prima facie evidence of the contract for carriage between Customer and us. The Itinerary, these Terms & Conditions and our Conditions of Contract (including applicable Tariffs) together constitute the terms and conditions of the contract of carriage between you and us. All Customers making Bookings with Alliance Air are deemed to have agreed to be bound by these Terms and Conditions. The Itinerary receipt shall at all times remain Alliance Air property.

### **3.2 Validity**

The Itinerary receipt is only valid for the Customer(s) named and the flight specified therein. The Itinerary is non-transferable to any person(s) or third party/parties.

### **3.3 Identity**

We will provide carriage only to the Customer(s) named in the Itinerary receipt. You will be required to produce appropriate identification at check-in as required under applicable laws and Alliance Air policies.

Indian nationals need to produce any Govt. issued photo identity card as a proof of right photo identification during the time of check-in & boarding.

Foreign nationals other than Indian nationals should carry a valid passport on the date of travel.

### **3.3 Period of Validity**

The confirmation number is valid for carriage for one year from the date of issue of it, except as otherwise provided in the confirmation number, these Conditions or Carrier's Regulations.

## **Article 4: - Fares**

### **4.1 General**

Fares apply only to carriage from the origin airport to the destination airport. Fares exclude ground transport services between airports and town terminals unless otherwise specifically stated by us. We are strictly a point-to-point carrier and shall not be responsible or liable to you for any connecting flights. We shall not be responsible for any misconnections caused due to the delays/cancellations of the onward/connecting carriers other than flights operated by Alliance Air. Your fare will be calculated in accordance with our Tariffs in effect on the date of payment of your ticket for travel on the specific dates and itinerary shown on it.

### **4.2 Infants**

An infant age should be minimum 14 (fourteen) days to less than 2 (two) years (not reached his/her 2<sup>nd</sup> (second) birthday, on the date of travel) booked will be charged infant fares and/or at the prevailing administration fees per sector provided he/she sits on an adult's lap. Only 1 (one) infant is allowed for 1 (one) adult. No baby seats, bassinets, or perambulators are allowed on board the aircraft. No seats will be provided for infants.

Maximum 05 (five) numbers of infants can be booked per flight per sector in Alliance Air flight for operations where life vest is required. However, during flight operations where a life vest is not required then the maximum number of infants can be more than 05 (five). This is due to certain technical restrictions of the aircraft types.

### **4.3 Taxes fees and Charges**

Applicable taxes, fees and charges imposed by the government or other authority, or by the operator of an airport, shall be payable by you. At the time you purchase your Ticket, you will be advised of taxes, fees and charges not included in the basefare, most of which will normally be shown separately on the Ticket.

If there is an increase in a tax, fee or charge shown on the Ticket, or if a new tax, fee or charge is imposed even after Ticket issuance, the Customer may also be required to pay such additional tax, fees and charges (including airport charges), if such amount is required to be paid to a regulatory authority in relation to the Booking, pursuant to any change in applicable law. Further, in case any fee or taxes inadvertently not collected at the time of booking due to system error or any other reason beyond the control of airline, will also be payable by Customers either at city office or at airport at the time of check-in.

#### **4.3.1 Convenience fee**

A convenience fee is a charge levied on the sale of a ticket by the airline for establishing, maintaining, and operating the online booking system, hardware, etc.

A non-refundable convenience fee /booking fee will be applied per Customer per sector per segment on all transaction channels viz. online payments, mobile applications, city booking office, airport ticketing counter, and Alliance Air call center.

#### **4.4 Currency**

Fares and charges are payable in the currency specified with our published fares unless otherwise specifically stated by us.

#### **4.5 Accuracy**

All fares, flight schedules, and routes published are correct at the time of publication. We reserve the right to revise any fares and flight schedules at any time, and from time to time without prior notice.

#### **4.6 Applicable Fares**

Applicable fares are those published by us or on our behalf, whether electronically or by way of other medium. Fares may exclude administration fees, service charges and other charges unless otherwise specifically stated by us.

## **Article 5: - Booking of Seats**

### **5.1 Confirmation of Booking**

The booking is confirmed after complete payment transaction of the fare is made and after we issue you a booking number and/or, E-ticket number is reflected in the Itinerary Receipt.

### **5.2 Group Bookings**

These are governed by specific terms that vary from time to time. For further details, please visit group booking section on our website [www.allianceair.in](http://www.allianceair.in).

### **5.3 Flight Modifications/ Changes**

Based on the fare you have purchased; flight modification charges will be applicable.

No change or modification of the booking will be possible or allowed from 02 (two) hours prior to the scheduled departure time of the flight in accordance with applicable laws including Civil Aviation Requirements. Beyond 02 (two) hours prior to the scheduled departure time of the flight, you are allowed to change the date of the flight subject to certain fare basis rules/ charges applicable to the fare conditions.

If the new flight booked is in a lower fare class than that of the canceled booked flight, the difference in fares will not be refunded to the Customer and if the new flight booked is in a higher fare class than that of the canceled booked flight, the difference in fares shall be paid by the Customer before the cancellation or change can be made with applicable penalties

For further details, please refer our fare rules and governing conditions.

### **5.4 Personal Data**

You are responsible to ensure that during the process of Booking, correct contact details including valid mobile numbers and e-mail addresses are provided to Alliance Air.

You hereby acknowledge and agree that your personal data has been given to us for the purposes of making bookings for carriage and providing you with confirmation of that booking, providing and developing ancillary services and facilities, facilitating immigration and entry procedures, accounting, billing and auditing, checking credit or other payment cards, security, administrative and legal purposes, credit card issuance, systems testing, maintenance and development, statistical analysis, market research, marketing including online advertising and helping us in any

future dealings with you. For these purposes, by entering into a contract of carriage with us you authorize us to retain and use your personal data and to transmit it to our own offices, authorized agents and third-party business associates, government agencies, other carriers or the providers of the services mentioned above. In the event you provide Alliance Air with personal data or information on behalf of a third party, you acknowledge that you have obtained the explicit consent of such third party to such disclosure. In no event shall Alliance Air be liable for any claims from you or such third party in respect of any breach of applicable law in respect of such third-party data.

For further details, please refer to 'Data Privacy Policy' on the Alliance Air website.

## **Article 6: -Check-In and Other Requirements Of Carriage**

### **6.1 Check-In Conditions and Closure of Counters**

All our flights depart and arrive from/at domestic/ international terminals.

Customers shall not be entitled to be allowed to travel on an Alliance Air flight unless they present a valid Itinerary, duly issued in accordance with the Conditions of Carriage.

All Customers, including children and infants, must present valid photo identification proof, in original at the time of check-in. The Customers must ensure that they have valid travel documents at all times.

Besides valid photo identification, Customers may be required to present the credit/debit card or a signed photocopy of the credit/debit card used to pay for the Booking, at the time of check-in.

For Indian Nationals, any of the following documents are considered as valid photo identification:

- Valid passport,
- Valid Aadhar Card,
- Valid driving license,
- Election photo ID,

Photo ID issued by the employer (where the employer is a government entity),

In the case of children, their school photo ID cards or Aadhar Card.,

For infants, their valid birth certificate or passport.



For any other nationality, only a valid passport will be considered. Customers who cannot provide sufficient identification will be denied boarding at the Customer's sole risk and liability. Alliance Air shall not be held liable for such denial or any consequences resulting therefrom.

Alliance Air recommends that Customers report for check-in at least 03 (three) hours prior to scheduled departure and/or timings as mentioned in itinerary receipt, whichever is earlier. The Customer's journey will be smoother if they allow themselves ample time to comply with the Check-in timelines. Alliance Air reserves the right to cancel a Customer's reservation if he/she does not comply with the check-in timelines.

Airlines will not be responsible for passenger immigration clearance. Further Alliance Air reserves the right to deny boarding to passengers not carrying valid visa/travel documents and the Booking would be declared a "No show". The Customer would not be entitled to a refund or a credit. Only the government-imposed taxes will be refunded to the Customer upon request made by the Customer to Alliance Air.

The Check-in counter will be closed 45 (forty-five) minutes prior to the scheduled departure of the flight.

Failure to complete the check-in formalities within the stipulated time limit would result in forfeiture of the Booking amount. The Booking would be declared a "No show" and the Customer would not be entitled to a refund or a credit. Only the government-imposed taxes will be refunded to the Customer upon request made by the Customer to Alliance Air.

Customers may do online check-in for the flight on the Alliance Air website and they will receive a Boarding Pass on their e-mail address available with Alliance Air. Please note that online check-in will (i) open 48 (forty-eight) hours; and (ii) close 02 (two) hours, prior to the scheduled departure of a flight. Also note that online sessions remain active for a maximum period of 15 (fifteen) minutes, within which Passengers are required to complete the web check-in process. At the sole discretion of Alliance Air, online check-in may not be available for certain people as specified by us.

Customers must ensure that there is enough time gap between two flights while making a Booking involving a change of airplanes or carriers at a point of Stopover. Alliance Air will not be liable in any manner if the Customer misses his/her connecting flight as a result of any delay in Alliance Air's flight due to any reason whatsoever.

## **6.2 Boarding Details**

In order to maintain schedules, the boarding gate will be closed 20 (twenty) minutes prior to the departure time. The Customers must be present at the boarding gate not later than the time

specified by Alliance Air when they check-in or any subsequent announcements made at the airport. The customer acknowledges that announcements may only be made in the event of a change of the boarding gate or change in the schedule of boarding and may be made orally through the airport sound systems or through display/ notifications on the digital screens placed at airports by the airport authorities. However, Alliance Air is under no obligation to make boarding announcements at airports designated as 'silent airports' and it is the duty of the Customer to check the flight information display system (operated by an airport operator) for current boarding status and boarding gates. Any Customer failing to report at the boarding within the aforesaid timelines shall be treated as a "**Gate No Show**" and the ticket amount for such Booking shall be forfeited by the Company. The Customers are, however, entitled to a refund of the Government and Airport Fees and/or taxes (if applicable).

### 6.3 Failure to Comply

Alliance Air shall not be liable to the Customer for any loss or expense incurred due to their failure to comply with the provisions of this Article or their failure to comply with applicable laws, regulations and orders. If Alliance Air is required to pay or deposit any fine or penalty or to incur any expenditure by reason of your failure to comply with applicable laws, regulations, and orders, or for administering any medical care including paramedic services in cases of emergencies at departure and/or arrival, you shall on demand reimburse to Alliance Air of any amount so paid or expenditure so incurred. The Customer also agrees to submit to any security inspections or health checks by the government and/or airport officials or by Alliance Air prior to boarding.

## Article 7: Terms Of Carriage

### 7.1 Right to refuse carriage

We may refuse carriage of you or your baggage for reasons of safety or if, in the exercise of our reasonable discretion, we determine that:

1. such action is necessary for reasons of safety or security;
2. such action is necessary in order to comply with any applicable laws, regulations or orders of any state or country to be flown from, into or over;
3. your conduct, status, age or mental or physical condition or the physical condition of your baggage is such as to (i) require special assistance or (ii) cause harm, discomfort or make yourself objectionable to other customers or our crew or (iii) involve any hazard or risk to yourself or other persons or to property;
4. you have committed misconduct on a previous flight and such conduct may be repeated;
5. you have not observed, or are likely to fail to observe our instructions;
6. you have refused to submit to a security check/inspection or any health checks;
7. The applicable fare or any charges or taxes payable have not been paid;
8. The payment of your fare is fraudulent;

9. you do not have the proper documents for travel;
10. the booking of our Seat has been done fraudulently or unlawfully or has been purchased from a person not authorized by us;
11. The credit card by which you paid for the fare has been reported lost or stolen;
12. The Itinerary receipt or booking or Electronic Ticket is counterfeit or fraudulently obtained;
13. the Itinerary receipt has been altered by anyone other than us or our authorized agent, or has been mutilated (in which case we reserve the right to retain such documentation); and/or
14. The person checking in or boarding cannot prove that he is the person named as the customer on the flight (we reserve the right to retain such Itinerary receipt in this circumstance);
15. You do not have the proper documents (including vaccination certificates or 'negative' result reports based on RT-PCR testing, if required by state authorities or other regulatory guidelines) for travel. Please note that travel documents that are damaged shall not be accepted as proper documents;
16. You have been violent to, or threatened Alliance Air staff or crew or caused a disturbance at Alliance Air counter(s) or have abused Alliance Air staff or airport staff whether physically or verbally or in Alliance Air's sole judgment, you are unfit to travel under the influence of alcohol, drugs, or other substance.

## **7.2 Unaccompanied Child**

Children between ages 5 (five) to 12 (twelve) years will be accepted for carriage as an unaccompanied minor in Alliance Air, provided all necessary documentation and formalities are provided/completed as required by Alliance Air. The required forms/ undertaking in relation to release and indemnity or otherwise, which can be downloaded from the Alliance Air website. Unaccompanied Minor bookings must be made only through the Airport/ City office, website of the airline. The maximum number of Unaccompanied children is limited to 2 (two) on each flight.

## **7.3 Special Assistance**

Acceptance for carriage of incapacitated persons, persons with illness, or other people requiring special assistance is subject to prior arrangement with us. Customers with disabilities who have advised us of any special requirements they may have at the time of booking of the Seat and been accepted by us, shall not subsequently be refused carriage on the basis of such disability or special requirements. We may charge a fee for providing these special requirements.

## **7.4 Wheelchair**

In order not to violate the civil rights of Customers with disabilities, for a barrier-free environment, no charges will be levied for the use of wheelchairs and other assistance at all Indian airports for Customers traveling in Alliance Air flights. Customers shall be allowed the carriage of assistive

devices weighing up to 15 (fifteen) Kgs (kilograms) free of charge, as additional baggage subject to the limitation of the aircraft.

Battery-powered wheelchairs or other similar mobility aids for use by the Customer whose mobility is restricted by a disability, their health or age, or a temporary mobility problem (e.g. broken leg) with non-spillable battery or with batteries that comply with special provisions A123 and A199 (as per current edition of IATA DGR Manual Chapter 4.4) shall be accepted for carriage as checked baggage subjected to conditions. Customers need to seek approval from Alliance Air for the carriage.

**Note: Wheelchairs fitted with the spillable battery will not be accepted on Alliance Air flights.**

## 7.5 Expectant Mothers

An expectant mother in good health will be accepted for transportation up to and including the 27<sup>th</sup> (Twenty Seventh) week of pregnancy. However, Alliance Air may require expectant mothers to sign documentation as to limitation of liability and indemnity declaring that Alliance Air shall not be responsible for any liabilities or damages arising from Alliance Air's carriage of such expectant mothers.

At the time of making the booking, if the pregnancy is beyond 28 (Twenty-Eight) weeks and with the anticipation of normal delivery, the expectant mother will be accepted for travel up to and including the 35<sup>th</sup> (thirty-fifth) week of pregnancy, i.e., up to, at least 5 (five) weeks prior to the expected date of confinement. A medical certificate should be obtained from the attending obstetrician dated not more than 3 (three) days prior to departure stating that she is **fit to fly**.

Expectant mothers with multiple pregnancies\* or with a history of complicated pregnancy\*\* will not be accepted for travel after the 32<sup>nd</sup> (thirty second) week.

\*1. Multiple pregnancies refer to twins, triplets, etc.

\*\*2. Complicated pregnancy refers to cases where on previous occasions a mother has experienced difficulty and has had a complicated delivery. Present pregnancy with gestational hypertension, diabetes, anemia or pre-existing medical conditions.

In case of pregnancy beyond 35 (thirty-five) weeks, the Customer may be accepted for transportation only on urgent or compassionate grounds, with the authority of the Alliance Air doctor, contact details, after filling the Medical Information Form ("**MEDIF**") form.

Upto 27<sup>th</sup> (Twenty Seventh) week a fit to fly certificate is recommended.

Beyond 27<sup>th</sup> (Twenty Seventh) week up to 32<sup>nd</sup> (Thirty Second) week, fit to fly certificate is a must.

Beyond 32<sup>nd</sup> (Thirty Second) week MEDIF is required in addition to fit to fly

Complicated or multiple pregnancies not to be accepted beyond 32<sup>nd</sup> (Thirty Second) week

The expectant mother should get a certificate from their treating obstetrician which can be further assessed and given approval by Alliance Air doctor.

## **7.6 New Born Baby**

Exceptionally, for life-saving treatment for the newborn, the mother and child can be accepted for travel, before 14 (Fourteen) days, with a medical certificate of the obstetrician and a pediatrician. These Customers have to be accompanied by a doctor.

An infant for air travel-minimum age, in general, is considered as 14 days old.

In such cases also, an indemnity has to be obtained from the Customer, as in the case of Customers requiring medical attention (MEDA).

## **Article 8: Baggage Information**

### **8.1 ITEMS UNACCEPTABLE AS BAGGAGE**

8.1.1 The Customer shall not include in his or her Baggage:

8.1.1.1 Items which do not constitute baggage as defined in Article 1 thereof;

8.1.1.2 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), and in Carrier's Regulations (further information is available from Carrier on request);

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

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

8.1.1.5 Live animals;

8.1.2 The Customer shall not include in Checked Baggage; fragile or perishable items, money, jewelry, precious metals, silverware, negotiable papers, securities or other valuables, business documents, passports, and other identification documents or samples.

8.1.3 The Customer shall not include in baggage weapons such as antique firearms, swords, knives, and arms and ammunition (licensed revolver) similar items will not be permitted as baggage in accordance with Carrier's Regulations.

8.1.4 Firearms and ammunition for hunting and sporting activities are strictly prohibited from carriage as baggage.

8.1.5 If any items referred to in 8.1.1 are carried, whether or not they are prohibited from carriage as baggage, the carriage thereof shall be subject to the charges, limitations of liability and other provisions of these Conditions applicable to the carriage of baggage.

## **8.2 RIGHT TO REFUSE CARRIAGE**

8.2.1 Carrier may refuse carriage as baggage of such items described in 8.1 as the same are prohibited from carriage as baggage and may refuse further carriage of any such items on discovery thereof.

8.2.2 Carrier may refuse to carry as baggage any item because of its size, shape, weight or character.

8.2.3 Unless advance arrangements for its carriage have been made with Carrier, the Carrier may carry on later flight baggage, which is in excess of the applicable free allowance.

8.2.4 Carrier may refuse to accept baggage as Checked Baggage unless it is properly packed in suitcases or other suitable containers to ensure safe carriage with ordinary care in handling.

### **8.3 RIGHT OF SEARCH**

For reasons of safety and security, Carrier may request the Customer to permit a search to be made of his or her person and his or her baggage and may search or have searched the Customer's Baggage in his or her absence if the Customer is not available, for the purpose of determining whether he or she is in possession of or whether his or her baggage contains any item described in 8.1. If the Customer is unwilling to comply with such request, Carrier may refuse to carry the Customer or Baggage.

### **8.4 CHECKED BAGGAGE**

8.4.1 Upon delivery to Carrier of baggage to be checked Carrier shall take custody thereof and issue a baggage identification tag for each piece of Checked Baggage.

8.4.2 If baggage has no name, initials or other personal identification, the Customer shall affix such identification to the baggage prior to acceptance.

8.4.3 Checked Baggage will be carried on the same aircraft as the Customer unless Carrier decides that this is impracticable, in which case Carrier will carry Checked Baggage on the next flight on which space is available.

### **8.5 FREE BAGGAGE ALLOWANCE**

Customer may carry free of charge baggage as specified and subject to the conditions and limitations in Carrier's Regulations.

### **8.6 EXCESS BAGGAGE**

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

### **8.7 EXCESS VALUE DECLARATION AND CHARGE**

8.7.1 If, in accordance with Carrier's Regulations Carrier offers an excess valuation facility, a Customer may declare a value for Checked Baggage in excess of the applicable liability limits. If the Customer makes such a declaration the Customer shall pay any applicable charges.

8.7.2 Carrier will refuse to accept an excess value declaration on Checked Baggage when a portion of the carriage is to be provided by another Carrier that does not offer the facility.

## **8.8 UNCHECKED BAGGAGE**

8.8.1 Baggage which the Customer carries on to the aircraft must fit under the seat in front of the Customer or in an enclosed storage compartment in the cabin. Items determined by the Carrier to be of excessive weight or size will not be permitted in the cabin. Due to the available bin size in the overhead locker, the permissible dimension of hand baggage on ATR aircraft is (Length 40 (forty) cms \* Height 15 (fifteen) cms\* Depth 30 (thirty) cms in total 85 (eighty) cms). The weight of the hand baggage should not exceed 5 (five) kilograms.

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

## **8.9 COLLECTION AND DELIVERY OF BAGGAGE**

8.9.1 The Customer shall collect his or her baggage as soon as it is available for collection at the place of destination or stopover.

8.9.2 Only the bearer of the baggage check and identification tag, delivered to the Customer at the time the baggage was checked, is entitled to get the delivery of baggage. Failure to exhibit the baggage identification tag shall not prevent delivery provided the baggage check is produced and the baggage is identified by other means.

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

8.9.4 Acceptance of baggage by the bearer of the baggage check without complaint at the time of delivery is prima-facie evidence that the baggage has been delivered in good condition and in accordance with the contract of carriage.

## **8.10 ANIMALS**

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



**8.10.2** If accepted as baggage, the animal, together with its container and food carried, shall not be included in the free baggage allowance of the Customer but constitute excess baggage, for which the Customer shall pay the applicable rate.

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

**8.10.4** Acceptance for carriage of animals is subject to the condition that the Customer assumes full responsibility for such animal. Carrier shall not be liable for injury to or loss, delay, sickness, or death of such animal in the event that it is refused entry into or passage through any country, state, or territory.

## **Article 9: - Schedules, Cancellations**

### **9.1 Schedules**

We will use our best efforts to avoid delays in carrying you and your baggage. We will endeavor to adhere to published schedules in effect on the date of travel. However, times shown in timetables, schedules or elsewhere are subject to change at any time and from time to time and we shall not be liable in any way whatsoever for any loss incurred by Customers as a result of such change.

### **9.2 Cancellation, Changes of Schedules**

At any time after a booking has been made, we may change our schedules and/or cancel, terminate, divert, postpone, reschedule or delay any flight where we reasonably consider this to be justified by circumstances or for reasons of safety or any other reason beyond the control of the carrier.

Circumstances beyond Alliance Air control can include, without limitation, weather, air traffic control, mechanical failures, acts of terrorism, acts of nature, force majeure, strikes, riots, wars, hostilities, disturbances, governmental regulations, orders, demands or requirements, pandemic travel restrictions, shortages of critical manpower, parts or materials, labour unrest, etc.

In the event of such flight cancellation or delay beyond 3 hours, we shall at our discretion, either give the option where:

1. Customers can be transferred to the next available Alliance Air flight without any additional charges subject to seats being available.

2. Customers opting not to travel can avail a full refund.

Please refer Civil Aviation Requirement under Section 3 – Air Transport Series 'M' part IV issue date 6<sup>th</sup> August 2010 w.e.f. 1<sup>st</sup> Aug 2016 for cancellation, denied boarding & delay.

### **9.3 Sole remedies**

Upon the occurrence of any of the events set out in Article 9.2, the options outlined in Article 9.2 (1) to (2) are the sole and exclusive remedies available to you and we shall have no further liability to you.

## **Article 10:-Refunds**

### **10.1 General**

Upon failure by Alliance Air to provide carriage in accordance with these Conditions of Carriage, or where the Customer requests a voluntary change of his or her arrangements, a refund for an unused ticket or portion thereof shall be made by Alliance Air in accordance with this article and in accordance with Alliance Air regulations, after deducting the applicable fees, charges and taxes thereon.

Refunds against the residual value after deduction of the applicable fee will be made available as per the following:

For Bookings made through credit/debit cards, the refund will be processed back to the credit/debit card.

For Bookings made through net banking, the refund will be processed into the same bank account.

For Bookings made through UPI/ wallets or any other digital method, the refund shall be processed through the same channel/method.

For Bookings made through travel partners or online travel portals, the refund may be claimed from the respective travel agents/ portals.

For Bookings made by cash at the airport/ city office, the refund will be processed at the respective airport/ city office

## **10.2 Person to whom refund will be made**

Alliance Air shall be entitled to make a refund either to the person named in the Booking, or to the person who has paid for the Booking, upon presentation of satisfactory proof and holding himself out as a person to whom refund may be made in terms of this Article 10.2, shall be deemed a proper refund, and shall discharge Alliance Air from liability and any further claim for a refund from any person.

## **10.3 Currency for Refunds**

All refunds will be made in INR, after deducting any applicable fee and/or charges.

## **Article 11: Conduct Aboard Aircraft**

**11.1** If in our reasonable opinion you conduct yourself on board the aircraft so as to endanger the safety of the aircraft or any person or property on board, or obstruct or hinder the crew in the performance of their duties, or fail to comply with any instruction of the crew including but not limited to those with respect to smoking including E-cigarettes, consuming alcoholic beverages or drugs, alcohol, use of cellular telephones, or use any threatening, abusive or insulting words towards the crew or behave in a manner which causes discomfort, inconvenience, damage or injury to other customers or crew, we may take such measures as we deem necessary to prevent continuation of such conduct including restraint. You may be disembarked and refused onward carriage at any point and may be prosecuted for offenses committed on board the aircraft.

**11.2** If as a result of your unlawful/disruptive behavior we decide, in the exercise of our reasonable discretion, to divert the aircraft for the purpose of offloading you, then you shall be liable for all costs which we incur of any nature whatsoever as a result of or arising out of that diversion.

**11.3** For safety reasons, we may forbid or limit operation onboard the aircraft of electronic equipment, including but not limited to, cellular telephones, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices, including radio-controlled toys and walkie-talkies. Hearing aids are allowed and heart pacemakers implanted into a person are also allowed.

## **Article 12: Liability Limitations**

The liability of each carrier involved in the Customer's journey will be determined by its own conditions of carriage. The provisions for Alliance Air's liability for damage are set out in this Article 12.

**12.1** The carriage by air, not being an international carriage hereunder is subject to the rules and limitations relating to the liability established by Carriage by Air Act, 1972 (as amended from time to time) and the rules framed thereunder with certain exceptions, adaptations, modifications, etc. notified by the Ministry of Civil Aviation, Government of India, and as amended from time to time.

**12.2** Pursuant to the provisions of the Carriage by Air Act, 1972, as amended from time to time, Alliance Air hereby agrees that its liability shall be as under:

- a) Damages arising due to death of or any other bodily injury suffered by a Customer during the course of carriage by air shall not exceed Rs. 20,00,000/- (Rupees Twenty Lakhs Only) for each Customer, Carrier shall not be able to exclude or limit its liability, as governed by relevant provisions of the Carriage by Air Act, 1972 or any modifications, etc. as notified by the Ministry of Civil Aviation, Government of India, and as amended from time to time and the rules contained thereunder.
- b) Carrier shall not be liable for damages due to death of or any other bodily injury suffered by a Customer during the course of carriage by air, to the extent that they exceed for each Customer, Rs. 20,00,000/- (Rupees Twenty Lakhs Only) if the Carrier proves that
  - i. such damage was not due to the negligence or other wrongful act or omission of Carrier or its servants or agents; or
  - ii. such damage was solely due to the negligence or other wrongful act or omission of a third party.

When by reason of death or injury of a Customer, compensation is claimed by a person other than the Customer, Alliance Air shall likewise be wholly or partly exonerated from its liability to the extent that it proves that the damage was caused by or contributed to by the negligence or other wrongful act or omission of that Customer.

**12.3** Liability for loss, delay or damage to Baggage is limited under the provisions of Carriage by Air Act, 1972 and the rules framed thereunder with certain exceptions, adaptations, modifications etc. as notified by the Ministry of Civil Aviation, Government of India, and as amended from time to time.

With respect to the carriage of baggage, the liability of Alliance Air in the case of destruction, loss, damage or delay shall be limited to Rs. 20,000/- (Rupees Twenty Thousand Only) for each Customer unless the Customer has made, at the time when the Checked Baggage was handed over to Alliance Air, a special declaration of interest in delivery at destination and has paid a supplementary sum, if so required. In that case, Alliance Air shall be liable to pay a sum not exceeding the declared sum, unless it proves that the declared sum is greater than the Customer's actual interest.

**12.4** If Alliance Air proves that the damage was caused or contributed to by the negligence of or other wrongful act or omission of the person claiming compensation, or the person from whom he or she derives his or her rights, Alliance Air shall be wholly or partly exonerated from its liability to the claimant to the extent that such negligence or wrongful act or omission caused or contributed to the damage.

**12.5** Customers are solely responsible for the carriage of their handbag / personal belongings and Alliance Air will not be liable for any loss/damage of their hand baggage or any Unchecked Baggage / personal belongings as such baggage/ belongings are not within the custody or control of Alliance Air.

**12.6** Liability for loss, delay or damage to cargo is limited under the provisions of Carriage by Air Act, 1972 and the rules framed thereunder with certain exceptions, adaptations, modifications etc. as notified by the Ministry of Civil Aviation, Government of India, and as amended from time to time.

With respect to the carriage of cargo, the liability of Alliance Air in case of destruction, loss, damage or delay is limited to a sum of Rs. 450/- (Rupees Four Hundred and Fifty) per kilogram, unless the consignor has made, at the time when the package was handed over to Alliance Air, a special declaration of interest in delivery at destination and has paid a supplementary sum, if so required. In that case, Alliance Air shall be liable to pay a sum not exceeding the declared sum, unless it proves that the sum is greater than the consignor's actual interest in delivery at the destination

**12.7** Liability for damage occasioned by delay in the carriage by air of persons is limited under the provisions of Carriage by Air Act, 1972 and the rules framed thereunder with certain exceptions, adaptations, modifications etc. as notified by the Ministry of Civil Aviation, Government of India, and as amended from time to time.

In the case of damage caused by delay in carriage of persons in the carriage by air of Customer by Alliance Air, the liability of Alliance Air for each Customer is limited to Rs. 80,000/- (Rupees Eighty Thousand Only) per Customer. Nevertheless, Alliance Air shall not be liable for damage occasioned by delay if it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage or that it was impossible for it or them to take such measures.

**12.8** To the extent not in conflict with the foregoing and whether or not the Carriage by Air Act, 1972 applies:

- a) Alliance Air is liable only for damage occurring on its own line. A carrier issuing a ticket or checking baggage over the lines of another Carrier does so only as an agent for such

other carrier. Nevertheless, with respect of Checked Baggage the Customer shall also have a right of action against the first or last Carrier;

- b) Alliance Air is not liable for damage to Unchecked Baggage unless such damage is caused by the negligence of Alliance Air. If there has been contributory negligence on the part of the Customer, Alliance Air's liability shall be subject to the applicable law relating to contributory negligence;
- c) Exclusions: In addition, AAAL assumes no liability for wear and tear to Checked Baggage, which includes:
  - Broken wheels or base;
  - Loss of external locks or security straps;
  - Damage to any protruding part of the baggage;
  - Damage resulting from over-packing;
  - Damage to retractable luggage handles;
  - Scratches, torn zippers, straps and handles scuffing, denting, soiling, or manufacturing defects;
  - Damage to perishable or fragile baggage; or
  - Any other wear and tear.
- d) If the weight of the baggage is not recorded on the baggage check, it is presumed that the total weight of the Checked Baggage does not exceed the applicable free baggage allowance for the class of service concerned as provided in Alliance Air's Regulations. If in the case of Checked Baggage, a higher value is declared, the liability of Alliance Air shall be limited to such higher declared value;
- e) Alliance Air will not be liable for fragile or perishable articles, including, without limitation, items having a special value, such as money, jewellery, precious metals, computers, personal electronic devices, negotiable papers, camera, TV, securities, or other valuables, business documents, passports and other identification documents. Alliance Air shall have no liability whatsoever for damage to articles not permitted to be contained in Checked Baggage as per the provisions of the Conditions of Carriage;
- f) Alliance Air will not be liable for any damage arising from its compliance with applicable laws or government rules, requirements, orders or regulations or from the Customer's failure to comply with the same;
- g) If a Customer is carried, whose age or mental or physical condition is such as to involve any hazard or risk to himself or herself, Alliance Air shall not be responsible for any illness, injury or disability, including death, attributable to the Customer's physical condition or for the aggravation of such condition under any circumstances.
- h) Alliance Air's liability shall not exceed the amount of proven damages in accordance with applicable laws. Alliance Air shall furthermore not be liable for indirect or consequential damage under any circumstances;

- i) Any exclusion or limitation of liability of Alliance Air shall apply to and be for the benefit of agents, employees and representatives of Carrier and any person whose aircraft is used by Alliance Air and such person's agents, employees and representatives. The aggregate amount recoverable from Alliance Air and from such agents, employees, representatives and persons shall not exceed the amount of Alliance Air's limit of liability.
- j) Alliance Air is not liable for injury to a Customer or for damage to a Customer's baggage caused by property contained in such Customer's baggage. The Customer shall be responsible for any damage caused by the Customer's Baggage to another person or damage to another person's property or to the property of Alliance Air and the Customer shall indemnify Alliance Air for all losses and expenses incurred by Alliance Air as result thereof.
- k) Notwithstanding anything contained above, Alliance Air shall not be liable if and to the extent it proves that the destruction, or loss of, or damage to, the cargo resulted from one or more of the following:
  - i. inherent defect, quality, or vice of that cargo;
  - ii. defective packing of that cargo performed by a person other than the carrier or its servants or agents;
  - iii. an act of war or an armed conflict; and
  - iv. an act of public authority carried out in connection with the entry, exit or transit of the cargo.

## **Article 13: Time Limitation on Claims and Actions**

### **13.1 Notice of Claims**

Acceptance of Baggage by the bearer of the Baggage Identification Tag 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. 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 before leaving the airport arrival hall.

### **13.2 Limitation of actions**

Any right to damages shall be extinguished if an action is not brought against us within 2 years of the date of arrival at the 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 law of the court where the case is heard.

**13.3** Any action sought to be brought against the Carrier should be brought at the station of boarding.

#### **Article 14: Modification and Waiver**

None of our agents, employees or representatives has authority to alter, modify or waive any provisions of these Terms & Conditions.

#### **Article 15: Credit Card Bookings**

**15.1** In order to avoid credit card frauds, Customers are advised to note the following:

In case the booking is made using a credit card, Customers are requested to carry the following documents at the time of Check-In:

If the credit cardholder is the Customer or one of the Customers, then the credit card will have to be produced at the time of check-In. If the Credit Cardholder is not one of the Customers, then a copy of the credit card (Only front with the masked card number and 1st 6 digit and last 4 digits are visible), self-attested by the credit card holder should be produced at the time of check-in. In addition to this, it is also required to produce a letter, signed by the credit card holder, authorizing the use of the credit card for the purchase of the ticket. The letter should mention the names of the Customers, date of travel and sector of travel. This letter, along with the self-attested copy of the credit card will have to be submitted at the Check-In desk. Hence please carry two copies of the same if you are traveling in the return sector.

At the time of submitting the credit card copy, please ensure that the CVV number on it is **blacked out**. (CVV Number is a three-digit number at the reverse side of the credit card, at the end of the signature panel).

**15.2** In case the above documents are not produced by the Customer, Alliance Air reserves the right to deny boarding to the Customer. In such a case, no refund (except for the taxes) will be given to the Customers.

**15.3** In case of erroneous/ inadequate/ misleading information given, Alliance Air reserves the right to cancel the PNR without any intimation

**15.4** Please ensure that the name, address, and other details entered on the payment page match with the credit card issuing bank's records.

The extra level is a password that you will have to enter after entering your credit card details while making online payments. You will require this extra password for transacting on any website. This new technology is called VbyV – Verified by Visa or MSC – MasterCard Secure Code. Please



ensure that your card is enrolled in the 3D secure service such as VbyV or MSC for online payments. Please contact the card issuing bank for further details.