



## MAF PAPUA NEW GUINEA

### TERMS AND CONDITIONS OF CARRIAGE

#### Carriage is subject to the following conditions:

1. The 'Carrier' means MAF Papua New Guinea Limited, its parent companies, subsidiaries, representatives, servants and agents. The 'Passenger' means the passenger to whom this document is issued or who is carried by virtue of the issue thereof. 'Convention' means the Montreal Convention 1999, or the Warsaw Convention 1929 and its amendments, whichever may be applicable.
2. The Carrier is not a 'Common Carrier' and does not accept the obligations and liabilities of a common carrier and reserves the right to refuse carriage to any person or persons.
3. In the event of bodily injury or death of the Passenger, the liability of the Carrier to the Passenger is limited to the sum of K30,000.00 and in respect of loss of or damage to baggage and personal effects to a maximum of K300.00, provided that for 'international carriage' as defined by the Convention, the liability of the Carrier to the Passenger is governed by the Convention. Except as established by law, the Convention or by these conditions of carriage, the Carrier has no further liability to the Passenger or any other party.
4. Subject to the Carrier's absolute discretion, the maximum allowance for checked baggage is 16kg. The Carrier reserves the right to reject baggage for carriage that exceeds specified dimensions or is otherwise unsuitable for carriage. If space is available, extra baggage may be carried at the current applicable excess baggage rate. In cases of damaged baggage, complaint must be made to the Carrier immediately after discovery of damage and at the latest within 7 days of receipt; in case of delay, complaint must be made within 21 days from the date the baggage was delivered.
5. These terms and conditions of carriage are good for travel only on the flight or flights listed.
6. Any times of arrival and departure referred to are approximate only and form no part of the contract. The Carrier shall not be liable for any reasonable flight delay.
7. The Passenger will comply with all reasonable requests of the Carrier or its servants relating to safety and personal conduct.
8. No Passenger shall enter or remain in any part of the Carrier's aircraft or any part of the Carrier's premises while intoxicated and no Passenger will smoke in any place when prohibited from doing so.
9. Certain items are prohibited from being carried or consigned for carriage on flights. The Passenger must declare any dangerous goods prior to boarding the aircraft for assessment as to whether or not the goods may be carried. The Carrier reserves the right to inspect bags or cargo for dangerous or prohibited goods, as well as to confiscate, destroy, dispose of, abandon, or retain as evidence, any prohibited items. Failure to comply with a request to inspect bags may result in the Carrier refusing to carry the bags, or to refuse to carry the Passenger. In such an event there will be no refund of the fare.
10. These conditions shall be governed and construed according to the law of Papua New Guinea. No proceedings in respect of any matter or thing shall be constituted or carried on against the Carrier, except in a Court of Papua New Guinea.
11. Any action in court to claim damages must be brought within two years from the date of arrival of the aircraft or from the date on which the aircraft ought to have arrived.
12. No servant, agent or representative of the Carrier has the authority to alter, modify or waive any provision of these conditions of carriage.
13. To the extent not in conflict with the foregoing, carriage of the Passenger by the Carrier is subject to i) applicable domestic laws ii) the terms and conditions of any charter agreement relative to carriage of the Passenger by the Carrier and iii) the following terms and conditions.