

# Air Tahiti Nui

## Conditions of Passenger Carriage

RECOMMENDED PRACTICE 1724  
GENERAL CONDITIONS OF CARRIAGE  
(PASSENGER AND BAGGAGE)  
PSC(18)1724

### Article 1 — Definitions

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

“AIRLINE DESIGNATOR CODE” means the two characters or three letters which identify particular air carriers.

“AUTHORISED AGENT” means a passenger sales agent who has been appointed by Carrier to represent the Carrier in the sale of air passenger transportation over the services of the Carrier and, when authorised, over the services of other air carriers.

“BAGGAGE” means such articles, effects and other personal property of a passenger as are necessary or appropriate for wear, use, comfort or convenience in connection with the trip. Unless otherwise specified, it includes both checked and unchecked baggage of the passenger.

“BAGGAGE CHECK” means those portions of the ticket, which relate to the carriage of the passenger’s checked baggage.

“BAGGAGE IDENTIFICATION TAG” means a document issued by Carrier solely for identification of checked baggage.

“CARRIER” includes the air carrier issuing the ticket and all air carriers that carry or undertake to carry the passenger and/or his baggage thereunder.

“CARRIER’S REGULATIONS” means rules, other than these Conditions, published by Carrier and in effect on date of ticket issue, governing carriage of passengers and/or baggage and shall include any applicable tariffs in force.

“CHECKED BAGGAGE” means baggage of which Carrier takes sole custody and for which Carrier has issued a baggage check.

“CONJUNCTION TICKET” means a ticket issued to a passenger in conjunction with another ticket which together constitute a single contract of carriage.

“CONVENTION” means whichever of the following instruments is applicable to the contract of 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 1955 and by Additional Protocol No. 2 of Montreal 1975;

the Warsaw Convention as amended at The Hague 1955 and by Additional Protocol No. 3 of Montreal 1975;

the Warsaw Convention as amended at The Hague 1955 and by Additional Protocol No. 4 of Montreal 1975;

Guadalajara Supplementary Convention 1961;

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

“DAMAGE” includes death, injury, delay, loss, partial loss, theft, or other damage of whatsoever nature arising out of or in connection with carriage or other services performed by Carrier incidental thereto.

“DAYS” means calendar days, including all seven days of the week; provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted; and that for purposes of determining duration of validity the day upon which the ticket is issued, or flight commenced, shall not be counted.

“ELECTRONIC COUPON” means an electronic Flight Coupon or other value document held in Carrier’s database.

“ELECTRONIC TICKET” means the Itinerary/Receipt issued by or on behalf of Carrier, the Electronic Coupons and, if applicable, a boarding document.

“FLIGHT COUPON” means that portion of the ticket that bears the notation “good for passage”, and in the case of an “electronic ticket”, the electronic coupon, and indicates the particular places between which passenger is entitled to be carried.

“INFANT” means a child under the age of two years.

“ITINERARY/RECEIPT” means a document or documents forming part of the Electronic Ticket which contains the information and notices required by law.

“PASSENGER” means any person, except members of the crew, carried or to be carried in an aircraft with the consent of Carrier.

“PASSENGER COUPON” or “PASSENGER RECEIPT” means that portion of the ticket issued by or on behalf of Carrier, which is so marked and which ultimately is to be retained by the passenger.

“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.

“TICKET” means either the document entitled “Passenger Ticket and Baggage Check” or the Electronic Ticket, in each case issued

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by or on behalf of Carrier, and including Conditions of Contract, notices and the Coupons contained in it.

"UNCHECKED BAGGAGE" means any baggage of the passenger other than checked baggage.

### Article 2 — Applicability

#### GENERAL

2.1.1 Except as provided in 2.2-2.4, these Conditions of Carriage apply to all carriage by air of passengers and baggage, performed by Carrier for reward.

2.1.2 These Conditions also apply to gratuitous and reduced fare carriage except to the extent that Carrier has provided otherwise in its Regulations or in the relevant contracts, passes or tickets.

#### 2.2 TARIFFS AND LAWS

These Conditions apply to all transportation provided by the Carrier as a matter of contract. However, if these Conditions of Carriage are inconsistent with any tariffs or laws, then such tariffs or laws will apply.

#### 2.3 CHARTERS

If Carriage is performed pursuant to a charter agreement, these conditions apply except to the extent they are modified by passenger's agreement with the charterer or the charter ticket.

#### 2.4 OVERRIDING LAW

To the extent that any provision contained or referred to herein is contrary to anything contained in the Convention, where applicable and 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.

#### 2.5 CONDITIONS PREVAIL OVER REGULATIONS

Except as provided herein, in the event of inconsistency between these Conditions and Carrier's regulations, these Conditions shall prevail, except where tariffs in force in the United States or Canada apply, in which case the tariffs shall prevail.

### Article 3 — Tickets

#### 3.1 TICKET PRIMA FACIE EVIDENCE OF CONTRACT

3.1.1 The ticket constitutes prima facie evidence of the contract of carriage between Carrier and the passenger named on the ticket. No contract shall exist between Carrier and the passenger before the purchase of a ticket. Carrier will provide carriage only to the passenger holding such ticket, or holding, as proof of payment or part payment, any other Carrier document issued by Carrier or its Authorised

Agent. The ticket is and remains at all times the property of the issuing Carrier. The Conditions of Contract contained in the ticket are a summary of some of the provisions of these Conditions of Carriage.

The ticket remains the Carrier's property at all times if it was issued by Carrier or its Authorized Agent. If the ticket was issued by or on behalf of another carrier, it is the property of that carrier

#### 3.1.2 Requirement for Ticket

Except in the case of an electronic ticket, a person shall not be entitled to be carried on a flight unless that person presents a ticket valid and duly issued in accordance with Carrier's Regulations and containing the flight coupon for that flight and all other unused flight coupons and the passenger coupon. A passenger shall furthermore not be entitled to be carried if the ticket presented is mutilated or if it has been altered otherwise than by Carrier or its authorised Agent. In the case of an electronic ticket, a person shall not be entitled to be carried on a flight unless that person provides positive identification and has a ticket valid and duly issued in accordance with Carrier's Regulations and contained in Carrier's database.

#### 3.1.3 Lost or Mutilated 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, the issuing Carrier may at the passenger's request and subject to Carrier's Regulations, replace such ticket or part thereof by issuing a new ticket on receipt of proof satisfactory to Carrier that a ticket valid for the flights in question was duly issued.

#### 3.1.4 Ticket not Transferable

A ticket is not transferable. If someone other than the person entitled to be carried on a ticket travels pursuant to that ticket or is given a refund in connection therewith, Carrier shall not be liable to the person so entitled if, in good faith, it provides carriage, or makes a refund. If a ticket is presented by someone other than the person entitled to be carried thereunder or to a refund in connection therewith, Carrier shall not be liable to the person so entitled if in good faith it provides carriage or makes a refund to the person presenting the ticket.

#### 3.2 PERIOD OF VALIDITY

A ticket is valid for carriage for one year from the date of issuance thereof, except as otherwise provided in the ticket, these Conditions or Carrier's Regulations.

#### 3.2.1 Extension of Validity

3.2.1.1 If a passenger is prevented from travelling within the period of validity of the ticket because Carrier:

3.2.1.1(a) cancels the flight on which the passenger holds a reservation; or

3.2.1.1(b) omits a scheduled stop, being the passenger's place of departure, place of destination or a stopover; or

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3.2.1.1(c) fails to operate a flight reasonably according to schedule; or

3.2.1.1(d) causes the passenger to miss a connection; or

3.2.1.1(e) substitutes a different class of service; or

3.2.1.1(f) is unable to provide previously confirmed space; the validity of such passenger's ticket will be extended until Carrier's first flight on which space is available in the class of service for which the fare has been paid.

3.2.1.2 When a passenger is prevented from travelling within the period of validity of the ticket because at the time such passenger requests reservations Carrier is unable to provide space on the flight, the validity of such passenger's ticket will be extended in accordance with Carrier's Regulations.

3.2.1.3 When a passenger after having commenced his or her journey is prevented from travelling within the period of validity of the ticket by reason of illness, Carrier will extend, (provided such extension is not precluded by Carrier's Regulations applicable to the fare paid by the passenger) the period of validity of such passenger's ticket until the date when the passenger becomes fit to travel according to a medical certificate, or until Carrier's first flight after such date from the point where the journey is resumed on which space is available in the class of service for which the fare has been paid. When the flight coupons remaining in the ticket, or in the case of an electronic ticket, the electronic coupon, involve one or more stopovers, the validity of such ticket, subject to Carrier's Regulations, will be extended for not more than three months from the date shown on such certificate. In such circumstances, Carrier will extend similarly the period of validity of tickets of other members of the passenger's immediate family accompanying an incapacitated passenger.

3.2.1.4 In the event of death of a passenger en route, the tickets of the persons accompanying the passenger may be modified by waiving the minimum stay or extending the validity. In the event of a death in the immediate family of a passenger who has commenced travel, the validity of the passenger's tickets and those of his or her immediate family accompanying the passenger may be likewise modified. Any such modification shall be made upon receipt of a proper death certificate and any such extension of validity shall not be for a period longer than forty-five (45) days from the date of the death.

### 3.3 COUPON SEQUENCE

3.3.1 Carrier will honour flight coupons, or in the case of an electronic ticket, an electronic coupon, only in sequence from the place of departure as shown on the ticket.

3.3.2 The ticket may not be valid and Carrier may not honour the passenger's ticket if the first flight coupon, or in the case of an electronic ticket, an electronic coupon, for international travel has not been used and the passenger commences his or her journey at any stopover or agreed stopping place.

3.3.3 Each flight coupon, or in the case of an electronic ticket, an electronic coupon, will be accepted for carriage in the class of service specified therein on the date and flight for which accommodation has been reserved. When flight coupons, or in the case of an electronic ticket, an electronic coupon, are issued without a reservation being specified thereon, space will be reserved on application subject to the conditions of the relevant fare and the availability of space on the flight applied for.

### 3.4 NAME AND ADDRESS OF CARRIER

Carrier's name may be abbreviated in the ticket. Carrier's address shall be deemed to be the airport of departure shown opposite the first abbreviation of Carrier's name in the "Carrier" box in the ticket, or in the case of an electronic ticket, as indicated for the first flight segment in the itinerary/ receipt.

### Article 4 — Stopovers

Stopovers may be permitted at agreed stopping places subject to government requirements and Carrier's Regulations.

### Article 5 — Fares and Charges

#### 5.1 GENERAL

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination. Fares do not include ground transport service between airports and between airports and town terminals, unless provided by Carrier without additional charge.

#### 5.2 APPLICABLE FARES

Applicable fares, including but not limited to any Carrier surcharges, are those published by or on behalf of Carrier or, if not so published, constructed in accordance with Carrier's Regulations. Subject to government requirements and Carrier's Regulations, the applicable fare is the fare for the flight or flights in effect on the date of commencement of the carriage covered by the first flight coupon of the ticket, or in the case of an electronic ticket, as indicated for the first flight segment in the itinerary/receipt. When the amount that has been collected is not the applicable fare the difference shall be paid by the passenger or, as the case may be, refunded by Carrier, in accordance with Carrier's Regulations. Should you change your itinerary or any date of travel, this may result in a change to the fare.

Except as otherwise provided by governing law, Air Tahiti Nui may refuse carriage of any passenger or passenger's baggage without any liability on its part if due to the passenger's physical state the passenger requires an additional seat (for economy class travel only) unless the passenger agrees to pay for an additional economy class seat at the applicable fare including all applicable fees and taxes, and other charges imposed by governments, authorities or airport operators.

#### 5.3 ROUTING

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Unless otherwise provided in Carrier's Regulations, fares apply only to routings published in connection therewith. If there is more than one routing at the same fare, the passenger may specify the routing prior to issue of the ticket. If no routing is specified, Carrier may determine the routing.

### 5.4 TAXES AND CHARGES

Any tax or charge imposed by government or other authority, or by the operator of an airport, in respect of a passenger or the use by a passenger of any services or facilities will be in addition to the published fares and charges and shall be payable by the passenger, except as otherwise provided in Carrier's Regulations.

### 5.5 CURRENCY

Fares and charges are payable in any currency acceptable to Carrier. When payment is made in a currency other than the currency in which the fare is published, such payment will be made at the rate of exchange established in accordance with Carrier's Regulations.

## Article 6 — Reservations

### 6.1 RESERVATION REQUIREMENTS

6.1.1 Reservations are not confirmed until recorded as accepted by Carrier or its authorised Agent.

6.1.2 As provided in Carrier's Regulations, certain fares may have conditions which limit or exclude the passenger's right to change or cancel reservations.

### 6.2 TICKETING TIME LIMITS

If a passenger has not paid for the ticket (or made credit arrangements with Carrier) prior to the specified ticketing time limit, Carrier may cancel the reservation.

### 6.3 PERSONAL DATA

The passenger recognises that personal data has been given to Carrier for the purposes of making a reservation for carriage, obtaining ancillary services, facilitating immigration and entry requirements, and making available such data to government agencies. For these purposes the passenger authorises Carrier to retain such data and to transmit it to its own offices, other carriers or the providers of such services, in whatever country they may be located. The passenger authorizes the release of personal information when required by government authorities.

### 6.4 SEATING

6.4.1 Subject to governing law and regulations in the case of passengers with disabilities, Carrier does not guarantee to provide any particular seat in the aircraft and the passenger agrees to accept any seat that may be allotted on the flight in the class of service for which the ticket has been issued. Reasonable seating accommodations will be made for passengers with disabilities.

6.4.2 Carrier will endeavor to honor advance seating requests. However, Carrier cannot guarantee any particular seat. Carrier reserves the right to assign or reassign seats at any time, even after boarding of the aircraft. This may be necessary for operational, safety or security reasons.

6.4.2 If a passenger's seat is downgraded for any reason, Carrier will:

- provide the passenger with an appropriate refund of the difference in fares (or an appropriate credit of Air Tahiti Nui Tiare points in the event that the passenger travelling on a Air Tahiti Nui Club Tiare Award), or
- carry the passenger on another of its scheduled passenger services on which space is available.

### 6.5 MEALS AND INFLIGHT ENTERTAINMENT

6.5.1 On services where a choice of menu/meal options is usually offered, Carrier does not guarantee that passenger's first choice or preferred choice of meal will be available.

6.5.2 Carrier will endeavor to honor any request for a dietary or religious special meal made upon reservation, provided such special meal service is available on the flight.

6.5.3 Carrier is not liable for passenger's loss, expense, or any other damage should Carrier, for any reason, be unable to supply a requested special meal.

6.5.4 Carrier is not liable for any damages claimed by passenger should its inflight entertainment system not be operational.

### 6.5 SERVICE CHARGE WHEN SPACE NOT OCCUPIED

A service charge, in accordance with Carrier's Regulations, may be payable by a passenger who fails to use space for which a reservation has been made.

### 6.6 RECONFIRMATION OF RESERVATIONS

Onward or return reservations may be subject to the requirement to reconfirm the reservation in accordance with and within the time limits specified in Carrier's Regulations. Failure to comply with any such requirement may result in cancellation of any onward or return reservations.

### 6.7 CANCELLATION OF ONWARD RESERVATIONS MADE BY CARRIER

If a passenger does not use a reservation and fails to advise Carrier, Carrier may cancel or request cancellation of any onward or return reservations.

## Article 7 — Check-In

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The passenger shall arrive at Carrier's check-in location and boarding gate sufficiently in advance of flight departure to permit completion of any Government formalities and departure procedures and in any event not later than 60 minutes prior to scheduled departure of the flight. If the passenger fails to arrive in time at Carrier's check-in location or boarding gate or appears improperly documented and not ready to travel, Carrier may cancel the space reserved for the passenger and will not delay the flight. Carrier is not liable to the passenger for loss or expense due to the passenger's failure to comply with the provisions of this Article.

### Article 8 — Refusal and Limitation of Carriage

#### 8.1 RIGHT TO REFUSE CARRIAGE

8.1.1 Carrier may refuse carriage of any passenger or passenger's baggage without liability on its part for reasons of safety or if 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; or

8.1.2 Carrier may decide to refuse to carry passenger or passenger's baggage if one or more of the following has happened or the carrier reasonably believes it may happen:

8.1.2.1 If carrying passenger or passenger's baggage may put the safety of the aircraft or the safety or health of any person in the aircraft in danger.

8.1.2.2 If carrying passenger or passenger's baggage may affect the comfort of any person in the aircraft.

8.1.2.3 If passenger is, or the Carrier reasonably believes passenger is, under the influence of alcohol or drugs.

8.1.2.4 If passenger is, or the Carrier reasonably believes passenger is, in possession of unlawful drugs.

8.1.2.5 If passenger's mental or physical state or health is a danger or risk to passenger, the aircraft or any person in it.

8.1.2.6 If passenger has refused to submit to a security check of passenger or passenger's baggage.

8.1.2.7 If passenger has not obeyed the instructions of our ground staff or a member of the crew of the aircraft relating to safety or security.

8.1.2.8 If passenger has behaved in a threatening, abusive, insulting or disorderly way towards a member of our ground staff or another passenger or a member of the crew of the aircraft.

8.1.2.9 If passenger has deliberately interfered with a member of the crew of the aircraft carrying out their duties.

8.1.2.10 If passenger has put the safety of either the aircraft or any person in it in danger.

8.1.2.11 If passenger has made a hoax bomb or other security threat.

8.1.2.12 If passenger has committed a criminal offence during the check-in or boarding processes or on board the aircraft.

8.1.3 In addition to the specific provisions above and subject to applicable government regulations, Carrier may deny boarding if the conduct, age, or mental or physical state of the passenger is such as to:

8.1.3.1 Require special assistance of Carrier with the exception that reasonable accommodations will be made for passengers with disabilities, or

cause discomfort or make himself or herself objectionable to other passengers, or

involve any hazard or risk to himself or herself or to other persons or to property; or

In relation to travel in economy only, require the use of an additional seat due to the passenger's physical state unless the passenger agrees to pay for an additional seat at the applicable fare rate, including all other applicable fees and taxes and charges imposed by governments, authorities or airport operators.

8.1.4 Carrier may deny boarding if the applicable fare or any charges or taxes payable have not been paid, or credit arrangements agreed between Carrier and the passenger (or the person paying for the ticket) have not been complied with; or

8.1.5 Carrier may deny boarding if the passenger does not appear to be properly documented, or if the passenger destroys his or her documentation during flight, or if the passenger will not surrender travel documents to be held by the flight crew, against receipt, when so requested by the Carrier; or

8.1.6 Carrier may deny boarding if the ticket:

8.1.6.1 Has been acquired unlawfully or has been purchased from an entity other than the issuing Carrier or its authorised Agent, or

8.1.6.2 Has been reported as being lost or stolen, or

8.1.6.3 Is a counterfeit ticket, or

8.1.6.4 Carrier may deny boarding if any flight or electronic coupon has been altered by anyone other than Carrier or its authorised Agent, or in the case of a flight coupon, has been mutilated, and Carrier reserves the right to retain such ticket, or

8.1.7 Carrier may deny boarding if the person presenting the ticket cannot prove that he or she is the person named in the ticket. The Carrier reserves the right to retain such paper ticket.

#### 8.2 UNACCEPTABLE BEHAVIOUR

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8.2.1 If, while passenger is on board the aircraft, the Carrier reasonably believes that passenger has:

- put the aircraft, or any person in it, in danger;
- deliberately interfered with the crew in carrying out their duties;
- failed to obey the instructions of the crew relating to safety or security;
- failed to obey the seat-belt or no-smoking signs;
- committed a criminal offence;
- allowed passenger's physical or mental state to become affected by alcohol or drugs;
- failed to obey the crew's instructions relating to alcohol, drugs, or tobacco;
- made a hoax bomb or other security threat;
- behaved in a threatening, abusive, insulting or disorderly way towards the crew or other passengers; or
- behaved in a way which causes discomfort, inconvenience, damage or injury to the crew or other passengers;
- behaved in a manner to which other passengers may reasonably object,

then, in that event, the carrier may take any measures it thinks reasonable including restraint as a result of the above behaviour. When the aircraft lands, the carrier may decide to:

- make passenger leave the aircraft and cancel any and all parts of passenger's ticket
- refuse to carry passenger on the remaining sectors of the journey shown on passenger's ticket;
- refuse to offer a refund
- refuse any compensation or indemnification to passenger arising out of passenger's conduct;
- refuse to carry passenger on future flights; and
- report the incident on board the aircraft to the appropriate authorities for prosecution for any criminal offences passenger might have committed.

8.2.2 Diversion costs caused by unacceptable behaviour

If, as a result of passenger's behaviour, the carrier diverts the aircraft to an unscheduled place of destination and makes passenger leave the aircraft, passenger must pay the carrier the reasonable and proper costs of the diversion and indemnify the carrier for all expenses, damage or losses caused by passenger's conduct.

### 8.3 LIMITATION ON CARRIAGE

Acceptance for carriage of unaccompanied children, incapacitated persons, pregnant women or persons with illness may be subject to prior arrangement with Carrier, in accordance with Carrier's Regulations. Passengers with disabilities who have advised the Carrier of any special requirements that they have at the time of ticketing, and have been accepted by the Carrier, shall not subsequently be refused carriage on the basis of such disability or special requirements, but the Carrier's Regulations or government regulations may apply to the transportation of such passengers.

Subject to any applicable laws, the Carrier may, at its discretion, levy a charge for the provision of these services. All or some of the requirements of this Article 8.3 may not apply to passengers with disabilities travelling to or from the United States or to or from Europe.

## Article 9 — Baggage

### 9.1 ITEMS UNACCEPTABLE AS BAGGAGE

9.1.1 The passenger shall not include in his or her baggage:

9.1.1.1 items that do not constitute baggage as defined in Article 1 hereof:

9.1.1.2 items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in the International Civil Aviation (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air and the International Air Transport Association (IATA) Dangerous Goods Regulations, and in Carrier's Regulations (further information is available from Carrier on request);

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

9.1.1.4 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;

9.1.1.5 live animals, except as provided for in 9.10.

9.1.2 Firearms and ammunition other than for hunting and sporting purposes are prohibited from carriage as baggage. Firearms and ammunition for hunting and sporting purposes may be accepted as checked baggage in accordance with Carrier's Regulations. Firearms must be unloaded with the safety catch on, and suitably packed. Carriage of ammunition is subject to ICAO and IATA regulations as specified in 9.1.1.2.

9.1.3 Weapons such as antique firearms, swords, knives and similar items may be accepted as checked baggage, in accordance with Carrier's Regulations, but will not be permitted in the cabin.

9.1.4 If any items referred to in 9.1.1 and 9.1.2 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.

### 9.2 RIGHT TO REFUSE CARRIAGE

9.2.1 Carrier may refuse carriage as baggage of such items described in 9.1 as are prohibited from carriage as baggage and may refuse further carriage of any such items on discovery thereof.

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9.2.2 Carrier may refuse to carry as baggage any item because of its size, shape, weight or character, subject to any governing law or regulations.

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

9.2.4 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.

### 9.3 RIGHT OF SEARCH

For reasons of safety and security, Carrier may request the passenger to permit a search to be made of his or her person and his or her baggage, and may search or have searched the passenger's baggage in his or her absence if the passenger 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 9.1.1 or any arms or munitions which have not been presented to Carrier in accordance with 9.1.2. If the passenger is unwilling to comply with such request Carrier may refuse to carry the passenger or baggage.

### 9.4 CHECKED BAGGAGE

9.4.1 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.

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

Checked baggage will be carried on the same aircraft as the passenger unless Carrier decides that this is impracticable, in which case Carrier will carry the checked baggage on Carrier's next flight on which space is available.

#### Checked Baggage Allowances

Passengers (except Infants) are allowed the following baggage:

Piece Allowance	Weight
First and Business Class: 2 pieces	70 lbs per piece
Economy: 1 piece	50 lbs per piece

Total dimensions of baggage must not exceed 62 inches. Total dimensions are measured by adding together the height, width and depth of the bag.

Infants: collapsible stroller or pushchair and one piece with a maximum weight of 22lbs (10kgs).

Carrier reserves the right to refuse to carry as baggage any bag weighing in excess of 70 lbs.

### 9.5 FREE BAGGAGE ALLOWANCE

Passengers may carry free of charge baggage as specified and subject to the conditions and limitations in Carrier's Regulations which are available from Carrier's Authorised Agents or at Carrier's airport or sales offices.

### 9.6 EXCESS BAGGAGE

A passenger shall pay a 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. These rates are available from the Carrier upon request and are available at Carrier's airport and sales offices.

### 9.7 EXCESS VALUE DECLARATION AND CHARGE

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

9.7.2 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, which does not offer the facility.

### 9.8 UNCHECKED BAGGAGE

Baggage that the passenger carries on to the aircraft must fit under the seat in front of the passenger or in an enclosed storage compartment in the cabin. Items determined by Carrier to be of excessive weight or size will not be permitted in the cabin.

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 for separately.

Carrier is not liable for any loss passenger may suffer caused as a result of leaving cabin baggage or any personal belongings on an aircraft when the passenger disembarks or if the passenger leaves any belongings in the airport terminal lounge.

#### Carry On Baggage Allowance

Passengers are allowed the following baggage:

Piece Allowance	Weight & Dimension
One piece	45 inches maximum 22 lbs maximum

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### 9.9 COLLECTIONS AND DELIVERY OF BAGGAGE

9.9.1 The passenger shall collect his or her baggage as soon as it is available for collection at places of destination or stopover. If the passenger does not collect his or her baggage within a reasonable time, Carrier may charge passenger a storage fee. Should baggage not be claimed within three (3) months from the time it is made available, Carrier may dispose of it without any liability.

9.9.2 Only the bearer of the baggage check and identification tag, delivered to the passenger at the time the baggage was checked, is entitled to 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.

9.9.3 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.

9.9.4 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.

9.9.5 If a passenger picks up the wrong bag or other baggage from the baggage carousel, it is the passenger's responsibility immediately to return the bag or baggage at his own cost to the baggage claims officer or airport manager at the airport where the passenger collected it.

9.9.6 In the case of a delay in receiving checked-in luggage from the Carrier, when the passenger is away from his country of domicile, the Carrier will reimburse the passenger for the purchase of necessary items and clothing a.k.a. "first necessities" while waiting for delayed luggage. The amount of such reimbursement shall be determined by the Carrier in accordance with its local station rules.

### 9.10 ANIMALS

9.10.1 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 Government and Carrier's Regulations.

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

9.10.3 Guide dogs or other service animals accompanying disabled passengers together with containers and food, will be carried free of charge in addition to the normal free baggage allowance, subject to Government and Carrier's Regulations.

9.10.4 Acceptance for carriage of animals and is subject to the condition that the passenger 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 10 — Schedules, Cancellation of Flights

### 10.1 SCHEDULES

Carrier undertakes to use its best efforts to carry the passenger and his or her baggage with reasonable dispatch and to adhere to published schedules in effect on the date of travel. Times shown in timetables or elsewhere are not guaranteed and form no part of this contract. Carrier may without notice substitute carriers or aircraft, and may alter or omit stopping places shown on the ticket in the case of necessity. Schedules are subject to change without notice. Carrier accepts no responsibility or liability for any claimed losses due to a schedule change or delay.

### 10.2 CANCELLATION, CHANGES OF SCHEDULE, ETC.

If due to circumstances beyond its control Carrier cancels or delays a flight, is unable to provide previously confirmed space, fails to stop at a passenger's stopover or destination point, or causes the passenger to miss a connecting flight on which the passenger holds a reservation, Carrier shall either:

10.2.1 carry the passenger on another of its scheduled passenger services on which space is available; or

10.2.2 re-route the passenger to the destination indicated on the ticket or applicable portion thereof by its own scheduled services or the scheduled services of another carrier, or by means of surface transportation. If the sum of the fare, excess baggage charge and any applicable service charge for the revised routing is higher than the refund value of the ticket or applicable portion thereof, Carrier shall require no additional fare or charge from the passenger, and shall refund the difference if the fare and charges for the revised routing are lower; or

10.2.3 make a refund in accordance with the provisions of Article 11; and shall be under no further liability to the passenger.

10.3 If Carrier is unable to provide previously confirmed space, Carrier shall provide compensation pursuant to its denied boarding compensation policy and applicable law.

10.4 Except in the case of its acts or omissions done with intent to cause damage or recklessly and with knowledge that damage would probably result, Carrier shall not be liable for errors or omissions in timetables or other published schedules, or for representations made by employees, agents or representatives of Carrier.

# Air Tahiti Nui

## Conditions of Passenger Carriage

### Article 11 — Refunds

#### 11.1 GENERAL

On failure by Carrier to provide carriage in accordance with the contract of carriage, or where a passenger requests a voluntary change of his or her arrangements, refund for an unused ticket or portion thereof shall be made by Carrier in accordance with this Article and with Carrier's Regulations.

#### 11.2 PERSON TO WHOM REFUND WILL BE MADE

11.2.1 Except as hereinafter provided in this Article, Carrier shall be entitled to make refund either to the person named in the ticket, or to the person who has paid for the ticket upon presentation of satisfactory proof.

11.2.2 If a person other than the passenger named in the ticket has paid for the ticket, and Carrier has indicated on the ticket that there is a restriction on refund, Carrier shall make a refund only to the person paying for the ticket or to that person's order.

11.2.3 Except in the case of lost tickets, refunds will only be made on surrender to Carrier of the passenger coupon or passenger receipt and surrender of all unused flight coupons.

11.2.4 A refund made to anyone presenting the passenger coupon or passenger receipt and all unused flight coupons and holding himself or herself out as a person to whom refund may be made in terms of 11.2.1 or 11.2.2 shall be deemed a proper refund and shall discharge Carrier from liability and any further claim for refund.

#### 11.3 INVOLUNTARY REFUNDS

If Carrier cancels a flight, fails to operate a flight reasonably according to schedule, fails to stop at a point to which the passenger is destined or ticketed to stop over, or is unable to provide previously confirmed space, the amount of the refund shall be:

11.3.1 if no portion of the ticket has been used, an amount equal to the fare and charges paid;

11.3.2 if a portion of the ticket has been used, in addition to taxes or other fees collected, the refund will be the higher of:

11.3.2.1 the one way fare (less applicable discounts and charges) from point of interruption to destination or point of next stopover, or

11.3.2.2 the difference between the fare paid and the fare for the transportation used.

#### 11.4 VOLUNTARY REFUNDS

If the passenger wishes a refund of his or her ticket for reasons other than those set out in Paragraphs of this Article, the amount of the

refund shall be subject to the rules of the airfare purchased. Subject to those rules, the following conditions will apply:

11.4.1 if no portion of the ticket has been used, an amount equal to the fare and charges paid, less any applicable service charges or cancellation fees as contained in the Carrier's regulations;

11.4.2 if a portion of the ticket has been used, the refund will be an amount equal to the difference between the fare and charges paid and the applicable fare and charges for travel between the points for which the ticket has been used, less any applicable service charges or cancellation fees.

#### 11.5 REFUND ON LOST TICKET

11.5.1 If a ticket or portion thereof is lost, refund will be made upon proof of loss satisfactory to Carrier and upon payment of any applicable service charge, subject to the rules and conditions of the airfare purchased, on condition:

11.5.1.1 that the lost ticket, or portion thereof, has not been used, previously refunded or replaced;

11.5.1.2 that the person to whom the refund is made undertakes, in such form as may be prescribed by Carrier, to repay to carrier the amount refunded in the event and to the extent that the lost ticket or portion thereof is used by any person or that refund thereof is made to any person in possession of the ticket.

#### 11.6 RIGHT TO REFUSE REFUND

11.6.1 After the expiry of the validity of the ticket, Carrier may refuse refund when application therefore is made later than the time prescribed in Carrier's Regulations.

11.6.2 Carrier may refuse refund on a ticket which has been presented to Carrier or to Government officials of a country as evidence of intention to depart therefrom, unless the passenger establishes to the Carrier's satisfaction that he or she has permission to remain in the country or that he or she will depart therefrom by another carrier or another means of transport.

11.6.3 The Carrier may refuse to refund a ticket if the Carrier's failure to provide carriage in accordance with the contract of carriage is due to a government security directive.

11.6.4 The Carrier may refuse any refund for date change fee, cancellation fee or the purchase price of a new ticket on a connecting airline if the original ticket of the connecting airline was (a) not purchased and written as a "through fare" on one conjunction ticket using one airfare, (b) not shown on the same passenger name record (PNR) as the Carrier's flight, and (c) not booked as one continuous reservation.

#### 11.7 CURRENCY

All refunds will be subject to Government laws, rules and regulations or orders of the country in which the ticket was originally purchased and of the country in which the refund is being made. Subject to the

# Air Tahiti Nui

## Conditions of Passenger Carriage

foregoing provision, refunds will normally be made in the currency in which the ticket was paid for, but may be made in another currency in accordance with Carrier's Regulations.

### 11.8 BY WHOM TICKET REFUNDABLE

Voluntary refunds will be made only by the Carrier which originally issued the ticket or by its Agent if so authorised.

### Article 12 — Prohibited Devices

The passenger may not operate aboard the aircraft portable radios, electronic games or transmitting devices including radio controlled toys and walkie-talkies. The passenger shall not operate any other electronic devices on board without Carrier's permission, except that portable recorders, hearing aids and heart pacemakers may be used. The passenger shall at all times adhere to all applicable government security regulations.

### Article 13 — Arrangements by Carrier

If in the course of concluding the contract of carriage by air, Carrier also agrees to make arrangements for the provision of additional services, Carrier shall have no liability to the passenger arising from such arrangements.

### Article 14 — Administrative Formalities

#### 14.1 GENERAL

The passenger shall be solely responsible for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or over, and with Carrier's Regulations and instructions. Carrier shall not be liable for any aid or information given by any agent or employee of Carrier to any passenger in connection with obtaining necessary documents or visas or complying with such laws, regulations, orders, demands, and requirements, whether given in writing or otherwise; or for the consequences to any passenger resulting from his or her failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

#### 14.2 TRAVEL DOCUMENTS

The passenger shall present all exit, entry, health and other documents required by laws, regulations, orders, demands or requirements of the countries concerned, and permit Carrier to take and retain copies thereof. Carrier reserves the right to refuse carriage of any passenger who has not complied with applicable laws, regulations, orders, demands or requirements or whose documents do not appear to be in order, or who does not permit Carrier to take and retain copies thereof.

#### 14.3 REFUSAL OF ENTRY

The passenger agrees to pay the applicable fare whenever Carrier, on Government order, is required to return a passenger to his or her point of origin or elsewhere, owing to the passenger's inadmissibility into a country whether of transit or of destination. Carrier may apply to

the payment of such fare any funds paid to Carrier for unused carriage, or any funds of the passenger in the possession of Carrier. The fare collected for carriage to the point of refusal of entry or deportation will not be refunded by Carrier.

#### 14.4 PASSENGER RESPONSIBLE FOR FINES, DETENTION COSTS, ETC.

If Carrier is required to pay or deposit any fine or penalty or to incur any expenditure by reason of the passenger's failure to comply with laws, regulations, orders, demands and travel requirements of the countries concerned or to produce the required documents, the passenger shall on demand reimburse to Carrier any amount so paid or deposited and any expenditure so incurred. Carrier may use towards such expenditure any funds paid to Carrier for unused carriage, or any funds of the passenger in the possession of Carrier.

#### 14.5 CUSTOMS INSPECTION

If required, the passenger shall attend inspection of his baggage, checked or unchecked, by customs or other Government officials. Carrier is not liable to the passenger for any loss or damage suffered by the passenger through failure to comply with this requirement.

#### 14.6 SECURITY INSPECTION

The passenger shall submit to any security checks by Government or airport officials or by Carrier.

### Article 15 — 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 16 — Liability for Damage

16.1 If your journey has a destination or stop in another country other than the one from which you depart, a treaty known as the Warsaw Convention or the Montreal Convention may govern the liability of all airlines involved in your journey and may limit the amount of damages that can be recovered for your death or injury. However, many airlines have voluntarily agreed to waive those limits (in whole or in part).

16.1.1 Air Tahiti Nui will not rely on the limitation in Article 22 (1) of the Warsaw Convention or the Warsaw Convention as amended at The Hague for any claim for recoverable compensatory damages arising under Article 17 of that Convention.

16.1.2 Air Tahiti Nui will not rely on any defense under Article 20 (1) of the Warsaw Convention.

16.1.3 Except as otherwise provided in paragraphs 16.1.1 and 16.1.2 hereof, the Carrier reserves all defenses available under the Convention to such claims. With respect to third parties, the

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## Conditions of Passenger Carriage

Carrier reserves all rights of recourse against any other person, including without limitation, rights of contribution and indemnity.

16.1.4 In addition, in cases of death or bodily injury, if required by law, Air Tahiti Nui will make advance payments to the person entitled to compensation, if required, to meet immediate economic needs, in proportion to the hardship suffered. The amount being advanced will be limited to the amount in the applicable treaty.

16.1.5. The payment of such an advance is not an acceptance of our liability and will be deducted from any additional liability we are required to pay, as applicable. If it is subsequently proven that you caused or contributed to your own death or injury through your own actions or negligence, or if your death was caused or contributed to by an existing sickness or impairment, you will have to return the advance payment to us. The advance payment will also have to be returned if its recipient caused or contributed to the death or injury through negligence, or is not entitled to compensatory damages.

16.2 In carriage, which is not international carriage to which the Convention applies:

16.2.1 Carrier shall be liable for damage to a passenger or his or her checked baggage only if such damage has been caused by the negligence of Carrier. If there has been contributory negligence on the part of the passenger, Carrier's liability shall be subject to the applicable law relating to contributory negligence;

16.2.2 Except in the case of acts or omissions of Carrier done with intent to cause damage or recklessly and with knowledge that damage would probably result:

16.2.2.1 the liability of Carrier with respect to each passenger for death, wounding or other bodily injury shall be limited to the sum of 100,000 SDRs proven damages, provided that if in accordance with applicable law a different limit of liability is applicable such different limit shall apply,

16.2.2.2 with respect to delay, Carrier shall be under no liability except as provided in these Conditions of Carriage.

16.3 To the extent not in conflict with the foregoing and whether or not the Convention applies:

16.3.1 Carrier 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 agent for such other Carrier. Nevertheless, with respect to checked baggage the passenger shall also have a right of action against the first or last Carrier;

16.3.2 Carrier is not liable for damage to unchecked baggage unless such damage is caused by the negligence of Carrier. If there has been contributory negligence on the part of the passenger, Carrier's liability shall be subject to the applicable law relating to contributory negligence;

16.3.3 Carrier is not liable for any damage arising from its compliance with any laws or Government regulations, orders or requirements, or from failure of the passenger to comply with the same, nor is it liable for normal wear and tear caused during carriage..

16.3.4 The liability of the Carrier in the case of destruction, loss, partial loss, theft, damage or delay of baggage, checked or unchecked, shall be limited by the Warsaw Convention or the Montreal Convention, whichever is applicable, and where neither the Warsaw Convention nor the Montreal Convention is applicable, the limit provided by the Montreal Convention shall apply, unless the passenger made a special declaration of value at the time of delivery and paid a supplementary sum requested by Carrier. Where the Warsaw Convention applies, 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 Carrier's Regulations. If in the case of checked baggage a higher value is declared pursuant to 9.7, the liability of Carrier shall be limited to such higher declared value;

16.3.5 Carrier's liability shall not exceed the amount of proven damages. Carrier shall furthermore not be liable for indirect or consequential damages;

16.3.6 Carrier is not liable for injury to a passenger or for damage to a passenger's baggage caused by property contained in such passenger's baggage. Any passenger whose property causes injury to another person or damage to another person's property or to the property of Carrier shall indemnify Carrier for all losses and expenses incurred by Carrier as a result thereof;

16.3.7 if a passenger is carried whose age or mental or physical condition is such as to involve any hazard or risk to himself or herself, Carrier shall not be liable for any illness, injury or disability, including death, attributable to such condition or for the aggravation of such condition;

16.3.8 any exclusion, limitation of liability or defense of the Carrier to claimed liability shall apply to and be for the benefit of agents, employees and representatives of Carrier and any person whose aircraft is used by Carrier and such person's agents, employees and representatives. The aggregate amount recoverable from Carrier and from such agents, employees, representatives and person shall not exceed the amount of Carrier's limit of liability.

16.4 Unless so expressly provided nothing herein contained shall waive any exclusion or limitation of liability of Carrier under the Convention or applicable laws.

### Article 17 — Time Limitation on Claims and Actions

#### 17.1 NOTICE OF CLAIMS

No action shall lie in the case of damage to checked baggage unless the person entitled to delivery complains to Carrier forthwith after the discovery of the damage, and, at the latest, within seven (7)

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days from the date of receipt; and in the case of delay, unless the complaint is made at the latest within twenty-one (21) days from the date on which the baggage has been placed at his or her disposal. Every complaint must be made in writing and dispatched within the times aforesaid.

### 17.2 LIMITATION OF ACTIONS

Any right to damages shall be extinguished if an action is not brought within two (2) years from the date of arrival at the destination, or from the date on which the aircraft ought to have arrived, or from the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court seized of the case.

### Article 18 — 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 19 — Customers Traveling on International Flights to/from/via the U.S. Operated by Codeshare Partners

When Carrier is the marketing carrier on an international flight to/from/via the U.S. operated by one of Carrier's codeshare partners, Carrier accepts responsibility for the entirety of the codeshare journey for all obligations established in this document.

If a flight is ticketed by Air Tahiti Nui but operated by a codeshare partner, the codeshare partner's *Contingency Plan for Lengthy Tarmac Delays* will apply in the event of a lengthy tarmac delay at a U.S. airport.

For a customer traveling on an international flight to/from/via the U.S. operated by one of Carrier's codeshare partners, please visit the web site of the operating carrier or call Carrier's reservations services at \_\_\_\_\_ in order to inquire about rules of the operating carrier that may differ from Carrier's rules. Areas where there is a variance in the rules applied by some of the codeshare partners operating flights that are marketed by Carrier include the following:

- \_ Check-in time limits
- \_ Unaccompanied minors
- \_ Carriage of animals
- \_ Refusal to transport
- \_ Oxygen service
- \_ Irregular operations
- \_ Denied boarding compensation

\_ Baggage acceptance, allowance, and liability

For links to the web sites of the operating carriers with whom Carrier codeshares, please click here: [place website link here].

Air Tahiti Nui

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(Name of Carrier)

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(Abbreviation of Name)