



CONDITIONS OF CARRIAGE

Lulutai Airlines Ltd

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PREFACE

These rules institutes the conditions upon which Lulutai Airlines Ltd transports the passenger and are explicitly agreed to by the passenger.

These conditions have been complied by the IATA General Conditions of Carriage, interrelated company manuals and related standards of air transport set by the International Civil Aviation Organization.

Conditions of Carriage – Commercial Department

Lulutai Airlines Ltd,
 Taufa'ahau Rd,
 Nuku'alofa Tongatapu,
 Tonga.

Document Authority

- This document is issued under the authority of the Chief Executive Officer.
- Propositions for alterations or additions to these conditions shall be approved by the CEO and authorized by the Document owner.
- Enquiries about the guidelines of this condition should be directed to Revenue Management Department.
- Release of this document is authorised by the Document Owner.

Document Status

Status	Controlled
Document Owner	Commercial Manager
Change Responsibility	Commercial Manager
Change Authority	Commercial Manager

Confidentiality

This document contains information that is valuable and confidential to Lulutai Airlines Ltd and is intended for disclosure to and use by authorised persons only.

Unauthorised persons requesting dissemination of this document is prohibited, but is permissible if authorised by the Document Owner.

A. RECORD OF REVISIONS

Issue No.	Revision No.	Revision Date	Signature
Initial Issue	0	20 Sep 2020	RSM
SECOND ISSUE	1	1 Dec 2022	CM

B. LIST OF EFFECTIVE PAGES

Revision 0: 20 September 2020

Pages	Iss No.	Rev No.	Revision Date	Pages	Iss No.	Rev No.	Revision Date

CONDITIONS OF CARRIAGE

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Article 1: Definitions

In these Conditions, except where the context otherwise requires, or except where it is otherwise expressly provided, the following expressions have the meanings respectively assigned to them, that is to say:

- 1.1 **“We”, “Our”, “Ourselves” and “Us”** means Lulutai Airlines Ltd.
- 1.2 **“You”, “Your”, and “Yourself”** means any person, except members of crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also definition of “Passenger”).
- 1.3 **“Agreed Stopping Places”** means those places, except the place of departure and the place of destination, set out in the Ticket or shown in our timetables as scheduled stopping places on your route.
- 1.4 **“Airline Designator Code”** means the two-characters or three letters which identify particular air carriers.
- 1.5 **“Authorized Agent”** means a Passenger sales agent who we have appointed to represent us in the sale of air Passenger transportation on our services and, when authorized, on the services of other carriers.
- 1.6 **“Baggage”** means your personal property accompanying you in connection with your trip. Unless otherwise specified by us, it consists of both your Checked and Unchecked Baggage.
- 1.7 **“Baggage Check”** means those portions of the Ticket, which relate to the carriage of your Checked Baggage.
- 1.8 **“Baggage Identification Tag”** means a document issued solely for identification of each piece of Checked Baggage.
- 1.9 **“Carrier”** means an air carrier other than ourselves who’s Airline Designator Code appears on your Ticket or on a conjunction ticket.
- 1.10 **“Carrier’s Regulations”** means rules, other than these Conditions, published by us and in effect on date of Ticket issue, governing carriage of both you and/or your Baggage and shall include any applicable tariffs in force.
- 1.11 **“Check-in deadline”** means the time limit specified by us by which you must have completed all check-in formalities and received your boarding pass.
- 1.12 **“Checked Baggage”** means Baggage of which we take custody and for which we have issued a baggage identification Check.
- 1.13 **“Conjunction Ticket”** means a Ticket issued to you in conjunction with another Ticket, which together constitute a single contract of carriage.
- 1.14 **“Conditions” or “Conditions of Carriage”** means these conditions of carriage for passengers and baggage which are applicable as provided in Article 2.
- 1.15 **“Conditions of Contract”** means those statements contained in or delivered with your Ticket or Itinerary/Receipt, identified as such and which incorporate by reference these Conditions of Carriage and notices.
- 1.16 **“The Warsaw 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 Travel 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 at The Hague in 1955 and by additional protocol No. 2 of Montreal 1975.
 - The Warsaw Convention as amended at the Hague and as amended by additional Protocol No.4 of Montreal (1975);
 - The Guadalajara Supplementary Convention (1961).
- 1.17 **“The Montreal Convention”** means The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Montreal 28 May 1999.
- 1.18 **“Convention(s)”** means collectively the applicable Warsaw Convention and the Montreal Convention 1999.
- 1.19 **“Coupon”** means both a paper flight coupon and an electronic coupon, each of which entitle the named passenger to travel on the particular flight identified on it.
- 1.20 **“Damage”** includes death, wounding or bodily injury to a passenger, loss, partial loss theft or other damage to, or destruction of Baggage arising out of or in connection with carriage or other services incidental thereto performed by us.
- 1.21 **“Days”** means calendar days provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted; and provided further that for purposes of

determining duration of validity of a ticket, the day upon which the Ticket is issued or the flight commenced, shall not be counted.

1.22 “Denied boarding” means a refusal to accommodate passengers on a flight although they have a valid ticket, a confirmed reservation on that flight and presented themselves for check-in within the required time limit and as stipulated.

1.23 “Electronic Coupon” means an electronic Flight Coupon or other value document held in our database.

“Electronic Ticket” means the itinerary / receipt issued by us or on our behalf, the Electronic Coupons and, if applicable, a boarding document.

1.24 “Family Member” means the immediate relation including spouse, children (including adopted children), parents (including step parents), brothers (including step brothers), sisters (including step sisters), grandparents, grandchildren, parents-in-law, brothers-in-law, sisters-in-law, sons-in-law, and daughters-in-law.

1.25 “Flight Coupon” means that portion of the Ticket that bears the notation “good for passage” or, in the case of an Electronic Ticket, the Electronic Coupon and indicates the particular places between which you are entitled to be carried.

1.26 “Force Majeure” means unusual and unforeseeable circumstances beyond your control, the consequences of which could not have been avoided even if all due care had been exercised.

1.27 “Itinerary Receipt” means a document or documents issued by us or on our behalf to passengers travelling on Electronic Tickets that contains the Passenger’s name, flight information and notices.

1.28 “Normal Fare” means the highest fare approved for carriage in a given class of carriage.

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

1.29 “Passenger Coupon” or **“Passenger Receipt”** means that portion of the Ticket issued by us or on our behalf, which is so marked and which ultimately is to be retained by you.

1.30 “Privacy Notice” means the Qatar Airways privacy notice, together with our terms and conditions, cookie policy and any other documents referred to therein.

1.31 “SDR” means a special drawing right as defined by the International Monetary Fund.

1.32 “Special Fare” means a fare, which is lower than the normal fare.

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

1.34 “Tariff” means the published fares, charges, and or related Conditions of Carriage of a Carrier filed, where required, with the appropriate authorities.

1.35 “Ticket” means either the document entitled “Passenger Ticket and Baggage Check” issued or the Electronic ticket, in each case issued by us or on our behalf and includes the Conditions of Contract, notices and coupons contained in it.

1.36 “Unchecked Baggage” means any of your Baggage other than Checked Baggage.

Article 2: Applicability of Fares

2.1 General

Except as otherwise provided in these Conditions, the Conditions apply only on those flights, or flight segments, where our name or Airline Designator Code "L8" is shown in the carrier box of the Ticket for that flight, or flight segment. Ground Transportation will be arranged by the passenger at his/her expense.

2.2 Charters

If carriage is performed by Lulutai Airlines Ltd under a charter agreement (hire arrangement) these Conditions of Carriage and our Charter Terms and Conditions will apply unless you have been advised otherwise. Our Charter Terms and Conditions will be provided to you at the time of booking the charter flight.

2.3 Overriding Law

These Conditions of Carriage are applicable unless they are inconsistent with our Tariffs or applicable laws, government regulations or orders in which event such Tariffs, laws, government regulations or orders will prevail. If any provision of these Conditions of Carriage is invalid under applicable law the other provisions shall nevertheless remain valid.

2.4 Conditions Prevail over Regulations

Except as provided in these Conditions of Carriage, in the event of inconsistency between these Conditions of Carriage and any other regulations of Lulutai Airlines Ltd, these Conditions of Carriage shall prevail.

Article 3: Tickets

3.1 Prima Facie Evidence of Contract

A Ticket is valuable, and you should take appropriate measures to safeguard it and ensure that it is not lost or stolen. The Ticket constitutes prima facie evidence of the contract of carriage between the Carrier and you as the Passenger named on the Ticket and you may be required to produce appropriate identification. The summarized Terms and Conditions of Contract contained in the Ticket are a summary of some of the conditions of carriage. Each ticket is still subject to the Full Terms and Conditions of carriage, which are kept at all sales counters, may be sent by email upon request, may be linked to a website belonging to the Airline, and/or may be summarized and attached to the ticket. The conditions of each ticket sold are also subject to the fare rules applicable to each fare class, as shown on the Fare Rules Section of the Ticket. We will provide carriage only to the Passenger holding such Ticket or holding as proof of payment or part payment, any other Carrier's document issued by another Carrier or its authorized agent. The Ticket is and remains at all times the property of the issuing carrier.

3.1.1 Requirement for Ticket

You will not be entitled to be carried on a flight unless you present a Ticket valid and duly issued in accordance with our regulations and containing the coupon for that flight and all other unused flight coupons and the Passenger Coupon. Furthermore, you will not be entitled to be carried if the Ticket presented is mutilated or if it has been altered otherwise than by us, or by our authorised agent. In the case of an Electronic Ticket, you shall not be entitled to be carried on a flight unless you provide positive identification and a valid Electronic Ticket has been duly issued in your name.

3.1.2 Loss, etc. Of ticket

In case of loss or mutilation of a Ticket, or part thereof, or non-presentation of a Ticket containing the Passenger Coupon and all unused flight coupons, upon your request we will replace such Ticket or part of it by issuing a new Ticket provided there is evidence readily ascertainable at the time that a Ticket valid for the flights in question was duly issued and you sign an agreement to reimburse us for the costs and losses, which are necessarily and reasonably incurred by us or another Carrier for misuse of the Ticket. We will not claim reimbursement from you for any such losses, which result from our own negligence. The issuing Carrier may charge a reasonable administration fee for this service.

3.1.3 Ticket not transferable

A ticket is not transferable except as required by any locally applicable laws. If a Ticket is presented by someone other than the person entitled to be carried there under or entitled to a refund in connection therewith, we shall not be liable to the person so entitled if, in good faith, we provide carriage or make a refund to the person presenting a Ticket.

3.2 Period of Validity

The period of validity for Tickets issued at normal one way, round or circle trip fares shall be one year from the date of ticket issue. If the first Flight Coupon is open dated, and/or unused the period of validity for the ticket shall be from the date of ticket issue.

Where one or more portions of a Ticket involves an excursion or other special fare having a shorter period of Ticket validity than indicated above, such shorter period of validity shall apply only in respect to such excursion or Special Fare transportation.

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;

- (a) Cancels the flight on which the passenger holds a reservation; or
- (b) Omits a scheduled step being the passenger's place of departure, place of destination or a stopover; or
- (c) Fails to operate a flight reasonably according to schedule; or
- (d) Causes the passenger to miss a connection; or

- (e) Substitute a different class of service or;
- (f) Are unable to provide previously confirmed space.

The validity of your ticket will be extended until our 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 holding a ticket, is prevented from travelling within the period of validity of the ticket because at the time such passenger requests reservation 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 having commenced his or his journeys 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 in which space is available in the class of service for which the fare has been paid. When the flight coupons remaining in the ticket 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 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 Ticket sold at discounted fare

Some tickets are sold at discounted fares, which may be partially or completely non-refundable. You should choose the fare best suited to your needs. You may also wish to ensure that you have appropriate insurance to cover instances where you have to cancel your Ticket. Many special fares are valid only on the dates and for the flights shown on the Ticket and may not be changed at all or may be changed only on payment of an additional fee.

Article 4: Stopovers

4.1 Stopovers permitted

Stopovers will be permitted only if arranged with us in advance and specified on the Ticket.

4.2 Agreed Stopping Places

Stopovers may be permitted at Agreed stopping places subject to Government requirements and our regulations.

Article 5: Fares, 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 are those published by or on behalf of carrier or, if not so published, constructed in accordance with carrier's tariffs, fare rules and/or 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. 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.

5.3 Routing

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 service 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. At the time you purchase your ticket you may be advised of taxes, fees and charges not included in the fare, most of which will normally be shown separately on the ticket. The taxes, fees and charges imposed on air travel are constantly changing and can be imposed after the date of ticket issuance. If there is an increase in new tax, fee or charge shown on the ticket, you will be required to pay it. Similarly, if a new tax, fee or charge is imposed even after ticket issuance you will be required to pay it. In the event of any taxes, fees or charges, which you have paid to us at the time of ticket issuance are abolished or reduced such that they no longer apply to you or a lesser amount is due, you will be entitled to claim a refund.

5.5 Currency

Fares, taxes, fees, and charges are payable in Tonga Paánga (TOP). 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 Lulutai Airlines regulation. The conversion rates may not, in all cases, match the daily bank rates.

5.6 Credit Card Fee

A credit card fee is levied on all Credit Card transactions used for payments of services and tickets issued by Us or our Authorised Travel Agent and is payable by you at the time of booking.

5.7 Travel Insurance

Our liability to you is limited and it is recommended that you purchase travel insurance which can cover things such as changes in travel plans and travel cancellation, medical and hospital expenses, personal injury and death, baggage damage, delay or loss, missed flight connections and additional expenses.

Article 6: Reservations

6.1 Reservations Requirements

Reservations are not confirmed until recorded as accepted by Carrier or its authorized agent.

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 recognizes that personal data has been given to Carrier for the purposes of making a reservation for carriage and for obtaining ancillary services. For these purposes, the passenger authorizes 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.

6.3 Seating

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.

6.5 Service charge when space not occupied

A service charge, in accordance with carrier's fare rules, tariff and/or regulations, shall 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 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

Two Types of Check-In

1. Automated Departure Control System (TTI Quick DCS)

- Check-In using TTI Quick DCS

2. Manual Check-In

- Check-In using Manual Passenger Manifest, this is only used if internet or system is down or internet is not available

7.1 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 the time that may be indicated by Carrier.

To maintain our operation on time performance (OTP), we have set close off times for Check-in and failure to present yourself at Check-in before the close off times will result you in being denied boarding. Where your ticket is non-refundable or non-changeable, you will be required to purchase a new ticket.

All Check-in for Domestic services open 120 minutes prior to scheduled departure. Check-in closes 30 minutes prior to departure.

7.2 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.

7.3 You must be present at the boarding gate and on board the aircraft no later than the times specified by us or by our Operators. Failure to be at the gate at the specified time will result in you and your baggage being offloaded from the flight.

7.4 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 Limitations of Carriage

8.1 Right to Refuse Carriage

Carrier may refuse carriage of any passenger or passenger's baggage for reasons of safety or if, in the exercise of its reasonable discretion, Carrier determines that

8.1.1 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 The conduct, age, or mental or physical state of the passenger is such as to;

8.1.2.1 Require special assistance of Carrier, or

8.1.2.2 Cause discomfort or make himself or herself objectionable to other passengers, or

8.1.2.3 Involve any hazard or risk to himself or herself or to other persons or to property; or

8.1.4 The passenger has refused to submit to a security check; or

8.1.5 The applicable fare or any charges or taxes payable have not been paid, or credit arrangement agreed between Carrier and the passenger (or the person paying the ticket) have not been complied with; or

8.1.6 The passenger does not appear to be properly documented; or

8.1.7 The ticket presented by the passenger;

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

8.1.7.2 Has been reported as being lost or stolen, or

8.1.7.3 Is a counterfeit ticket, or

8.1.7.4 Any flight coupon has been altered by anyone other than Carrier or its Authorised Agent, or has been mutilated, and Carrier reserves the right to retain such ticket;

8.1.8 The person presenting the ticket cannot prove that he or she is the person named in the "Name of Passenger" box, and Carrier reserves the right to retain such tickets.

8.1.9 Where in, Lulutai Airlines Ltd.'s sole judgement refusal or removal may be necessary for the comfort and safety of themselves or other passengers;

8.1.9.1 You have presented yourself at check-in and are dressed inappropriately which may cause offence to our customer or pose a health risk to our customers and our Staff.

8.1.9.2 Persons who appear to be intoxicated or under the influence of drugs

8.1.9.3 Persons who are barefoot or who have uncovered torsos, except the midriff, which may be uncovered.

8.1.9.4 Persons who have an offensive odor (such as from a draining wound or improper hygiene) or have a contagious disease provided it is not the result of a handicap.

8.1.9.5 Persons who attempt or have attempted to interfere with any member of the flight crew in the pursuit of their duties

8.1.9.6 Person whose conduct is or has been disorderly abusive, violent, belligerent, and/or irrational to be a hazard or potential hazard to Lulutai Airlines Ltd employees or other passengers.

8.1.9.7 Manacled persons or have on or about their persons concealed or unconcealed deadly or dangerous weapons. Except officers in the line of duty.

8.1.9.8 Persons who have not complied with directives from the Ministry of Health in relation to requirements for vaccination and/or any other requirements in relation to travel advisories national and international.

8.2 Limitation on Carriage

8.2.1 Except where otherwise required by applicable law, 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.

8.2.2 Subject to applicable law, should you require special assistance, or request us to supply equipment or facilities (such as oxygen) we will be entitled to charge you for the provision of such assistance, equipment or facilities.

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 which 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 Dangerous Goods regulations of the International Civil Aviation Organisation (ICAO) and the International Air Transport Association (IATA), 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

Firearm(s) and ammunition are classified as "Dangerous Goods" in accordance with the IATA DGR and such carriage of these items will be permitted under the following conditions;

9.1.2.1 All firearms to be transported by air shall have an approval letter from DCAD prior to acceptance.

9.1.2.2 All firearms shall have a lockable container to ensure no one can access the firearms at all times.

9.1.3 Ammunition

9.1.3.1 Ammunition shall only be carried when consigned as freight but subject to conditions stated in the IATA DGR.

9.1.3.2 The Airline requires 7 days prior notification to complete all necessary documentation.

9.1.3.3 All applications shall be made to the DCAD.

9.1.3.4 A NOTOC (Special Load Notification to Captain) must be completed and copy of the NOTOC handed to the PIC indicating the stowage location of the ammunition in the cargo hold.

9.1.4 The passenger 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.

9.1.5 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.

9.1.6 If any items referred to in 9.1.1 or 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.

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

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.

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

9.4.3 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.

9.5 Free Baggage Allowance

Passengers may carry free of charge baggage as specified and subject to the condition and limitations in Carrier's fare rules, tariff and/or regulations.

Domestic Services

ROUTES	Free Baggage Allowance
TBU-VAV-TBU	15 kg
TBU-HPA-TBU	15 kg
TBU-EUA-TBU	15 kg
VAV-HPA-VAV	15 kg
VAV-NTT-VAV	15 kg
VAV-NFO-VAV	15 kg
TBU-NTT-TBU	15 kg
TBU-NFO-TBU	15 kg

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 in the manner provided in Carrier’s Regulations.

ROUTES	EXCESS PER KG
TBUVAV	\$5.00
TBUHPA	\$4.00
TBUEUA	\$3.00
VAVHPA	\$4.00
VAVNTT	\$5.00
VAVNFO	\$6.00
TBUNTT	\$8.00
TBUNFO	\$10.00

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 Carry-on bag

9.8.1 Baggage which 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.

9.8.2 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 for separately.

9.9 Collection 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.

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

9.10 Carriage of Live Animals

The Airline is permitted to carry live animals in Company Aircraft subject to the following conditions;

- 9.10.1** No live animals shall be carried in the passenger or crew compartment of an aircraft.
- 9.10.2** Poisonous insects, poisonous lizards, poisonous spiders or snakes of any description shall not be carried in any aircraft.
- 9.10.3** All Customs, Health and Quarantine requirements applicable shall be adhered to at all times.
- 9.10.4** Carriage of laboratory animals shall be subject to a special permit issued by the Authority.
- 9.10.5** Subject to the above conditions, carriage of live animals in any aircraft shall be in accordance with the provisions of the current IATA “Live Animals Regulations”.
- 9.10.6** Endangered species listed, in Section II of the IATA Live Animals Regulations, shall not be carried in any aircraft.
- 9.10.7** Small animals and Domestic pets as his/her accompanying baggage is subject to the following;
 - 9.10.7.1** The presence of the small animals/pets in the aircraft hold will not cause discomfort to passenger or crew by reason of smell, noise or risk of escape.
 - 9.10.7.2** The container must be of adequate size, suitable design and strength to prevent escape. The floor of the container must be water-proofed and sufficient absorption material placed in the container to absorb any seepage.
 - 9.10.7.3** Ferocious animals are appropriately sedated for the complete length of the journey.
 - 9.10.7.4** However, the PIC may refuse any animal which in their opinion is inadequately packed, confined in too small a space, in poor health or because of any unusual circumstances.

ARTICLE 10: Schedules, Cancellations of Flights

10.1 Schedules

Carrier undertakes to use its best efforts to carry the passenger and his baggage with reasonable dispatch and to adhere to published schedules in effect on the date of travel.

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, or fails to stop at a passenger's stopover or destination point, or causes the passenger to miss a connecting flight provided by the Carrier, the 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 Keep the full amount of the fare on credit for the passenger's use, for 12 months

10.2.3 Make a refund in accordance with fare rules, tariffs, and/or the provisions of Article 11; and shall be under no further liability to the passenger.

10.2.4 In some circumstances, whether due to passenger weights or in the case of overbooking where all passengers arrive with confirmed bookings, it may be required to deny boarding to one or more confirmed passengers. In this situation, the airline representative(s) should follow the rules contained in the Ground Operations Manual.

In some cases, certain tariffs or fare rules do not permit passenger expenses and the airline is not liable for any expenses due to any form of disruption. Airport staff must always check the tariffs in these cases and if the passenger is uncertain, direct him/her to the terms of their ticket.

10.2.5 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 as to the dates or times of departure or arrival or as to the Operation of any flight.

ARTICLE 11: Refunds

11.1 General

On failure by Carrier to provide carriage in accordance with the contract of carriage, and subject to fare rules, tariffs and/or Regulations, where a passenger request a voluntary change of his or her arrangements not less than 24 hours, 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 ticket has been paid for by a person other than the passenger named in the ticket, and 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 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 reasonable according to schedule, fails to stop at a point to which the passenger is destined or ticketed to stopover, is unable to provide previously confirmed space or causes the passenger to miss a connecting flight in which the passenger holds a reservation, 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 paid subject to fare rules, tariffs and/or Regulations;

11.3.2 If a portion of the ticket has been used, the refund will be subject to fare rules, tariffs and/or Regulations, and may be the higher of;

11.3.2.1 The one way fare (less applicable discount charges) from point of interruption to destination or point of next stopover, subject to fare rules, tariffs and/or Regulations, or

11.3.2.2 The difference between the fare paid and the fare for the transportation used, subject to fare rules, tariffs and/or Regulations.

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;

11.4.1 If no portion of the ticket has been used, an amount equal to the fare paid, subject to fare rules, tariffs and/or Regulations, less any applicable service charges or cancellation fees;

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 paid and the applicable fare for travel between the points for which the ticket has been used, subject to fare rules, tariffs and/or Regulations, less any applicable service charges or cancellation fees.

11.5 Refund on Lost Manual Tickets

11.5.1 If a ticket portion thereof is lost, refund will be made on proof of lost satisfactory to Carrier and upon payment of any applicable service charge, on condition;

11.5.1.1 That the lost manual 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 Refund applications must be made within the validity period, or within twelve (12) months from the date of ticket being issued.

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.

11.7 Currency

11.7.1 All refunds will be subject to fare rules, tariffs and/or Regulations, 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 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.

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

ARTICLE 12: Conduct aboard Aircraft

12.1 If the passenger conducts himself or herself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstructs the crew in the performance of their duties, or fails to comply with any instruction of the crew, or behaves in a manner to which other passengers may reasonably object, Carrier may take such measures as it seems necessary to prevent continuation of such conduct, including restraint of the passenger.

12.2 The passenger may not be operated aboard the aircraft with 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.

ARTICLE 13: Arrangements by Carrier

13.1 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 except for negligence on its part in making 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 or 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 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 as may be required by laws, regulations, orders, demands or requirements of the countries concerned. 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.

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 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 reasons 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 or her 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 Carriage hereunder is subject to the rules and limitations relating to liability established by the Convention unless such carriage is not international carriage to which the convention applies.

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 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 case of acts or omissions 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 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 of Government regulations, orders or requirements, or from failure of the passenger to comply with the same;

16.3.4 Except in the case of acts or omissions done with intent to cause damage or recklessly and with knowledge that damage would probably result, the limits of liability are applicable such different limits shall apply. 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 expense incurred by Carrier as a result thereof;

16.3.7 Carrier is not liable for damage to fragile or perishable items, money, jewellery, precious metals, silverware, negotiable papers, securities, or other valuables, business documents, passports and other identification documents, or samples, which are included in the passenger's checked baggage;

CONDITIONS OF CARRIAGE

16.3.8 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;

16.3.9 Any exclusion or limitation of liability of Carrier 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 persons 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.

For Carriers who are parties to Montreal Agreement and where the obligations under which have been implemented through national legislation in Tonga:

(a) The limit of liability for each passenger for death, wounding or other bodily injury shall be the sum of US-Dollar 75,000 inclusive of legal fees and costs.

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 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 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 six months reckoned 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 calculation 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 Lulutai Airlines Ltd has authority to alter, modify or waive any provision of these Conditions of Carriage unless authorized in writing by Commercial Manager.

ARTICLE 19: Smoking

Smoking is not permitted on any of the Airline's aircraft.

Article 20: E-Cigarettes

The use of e-cigarettes is not permitted on board an aircraft. E-cigarettes and related devices must be carried as carry-on baggage exclusively in the cabin of the aircraft. E-cigarettes must not be carried as checked baggage

Article 21: Dangerous Goods

For safety reasons, the following types of Dangerous Goods must not be carried in your baggage. These goods fall into the categories shown below. Brief cases and attaché cases incorporating Dangerous Goods such as lithium batteries or pyrotechnic devices are totally forbidden. Disabling Devices such as mace, pepper spray etc. containing an irritant or incapacitating substance is prohibited on the person, in checked baggage and carry-on baggage. **Firearms and dangerous weapons are not permitted in the cabin.**



Corrosives (acids, alkalis, wet cell batteries, mercury).



Compressed Gases (flammable, non-flammable or poisonous such as camping gas, butane, propane, oxygen and aqualung cylinders).



Poisonous and Toxic Substances (such as arsenic, cyanides, insecticides and weedkillers).



Explosives (munitions, fireworks and flares).



Miscellaneous (dry ice, heat producing articles, engines).



Infectious Substances (such as bacteria, virus cultures).



Flammable Liquids (such as lighter and heating fuels, petrol and turpentine).



Oxidising Materials (such as bleaching powders and peroxides, pool chemicals, repair kits).



Radioactive Materials.



Disposable Lighters (refills and book matches). Matches and articles easily ignited. Briefcases and attaché cases with installed alarm devices or pyrotechnic Material.



Other Dangerous Articles (such as magnetised material, offensive or irritating materials and a wide range of items identified in IATA Dangerous Goods regulations).

Firearms are not permitted in the cabin.

ARTICLE 22: Governing Law

This contract of carriage is subject to the laws of Tonga.

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Name of Carrier

.....

Abbreviation of Name