

# Conditions of Carriage

|                |                                                 |
|----------------|-------------------------------------------------|
| DOCUMENT       | GOV-05A                                         |
| REVISION       | 1.0                                             |
| EFFECTIVE      | 24 September 2026                               |
| OWNER          | Chief Commercial Officer                        |
| CLASSIFICATION | Controlled document. Uncontrolled when printed. |

# Amendment Record

| Issue | Date              | Summary of amendment |
|-------|-------------------|----------------------|
| 1.0   | 24 September 2026 | Initial issue.       |

## Contents

|    |                                                                 |   |
|----|-----------------------------------------------------------------|---|
| 1  | Scope .....                                                     | 3 |
| 2  | Definitions .....                                               | 3 |
| 3  | Application and Precedence .....                                | 3 |
| 4  | Tickets .....                                                   | 4 |
| 5  | Fares, Taxes and Charges .....                                  | 4 |
| 6  | Reservations and Seating .....                                  | 4 |
| 7  | Check-in and Boarding .....                                     | 4 |
| 8  | Travel Documents .....                                          | 5 |
| 9  | Refusal and Limitation of Carriage .....                        | 5 |
| 10 | Special Categories .....                                        | 6 |
| 11 | Baggage .....                                                   | 6 |
| 12 | Conduct on Board .....                                          | 7 |
| 13 | Schedule Changes, Delay, Cancellation and Denied Boarding ..... | 7 |
| 14 | Refunds .....                                                   | 7 |
| 15 | Liability .....                                                 | 8 |
| 16 | Claims and Time Limits .....                                    | 8 |
| 17 | Governing Law and Jurisdiction .....                            | 9 |
| 18 | Personal Data .....                                             | 9 |

# 1 Scope

These are the conditions of carriage referred to in Commercial and Customer Experience, GOV-05. They form the contract between the Airline and every passenger it carries, and every ticket the Airline issues incorporates them by reference. They apply to the carriage of passengers and their baggage on every flight the Airline operates, including religious charter to the extent that the charter contract does not provide otherwise.

They do not govern the carriage of cargo or mail, which is governed by the conditions printed on or incorporated in the air waybill.

## 2 Definitions

1. **The Airline** is the carrier identified by its registered name and designator in the Charter, GOV-00, under Registered Identification, and on the ticket.
2. **The Convention** is the Convention for the Unification of Certain Rules for International Carriage by Air, done at Montreal on 28 May 1999.
3. **Ticket** is the document or electronic record issued by or on behalf of the Airline that identifies the passenger, the flights and the fare, together with the itinerary receipt.
4. **Baggage** is the personal property a passenger carries in connection with the journey. Checked baggage is baggage in the Airline's custody. Cabin baggage is all other baggage.
5. **SDR** is the Special Drawing Right as defined by the International Monetary Fund, converted into the currency of a claim at the rate on the date of judgment or settlement.
6. **Fare family** is Economy Saver, Economy Flex or Хьэццлэцц, as set out in GOV-05.
7. **Service recovery** is the standard of care, rebooking, refund and compensation set out under Service Recovery in GOV-05.
8. **Days** are calendar days unless stated otherwise.

## 3 Application and Precedence

These conditions apply unless they conflict with the Convention or with a law that cannot be varied by contract, in which case that instrument prevails to the extent of the conflict and no further. A provision that is invalid does not affect the validity of the remainder.

Where the Convention does not govern a carriage by its own terms, including carriage wholly within one state, its provisions on liability, limits, notice and time for suit are incorporated into this contract and apply as if the Convention governed it.

The conditions in force on the date the ticket is issued apply to that ticket. A later revision applies to a ticket already issued only where it is more favourable to the passenger or is required by law.

No agent, employee or representative of the Airline has authority to alter, vary or waive any provision of these conditions. A variation binds the Airline only if made in writing by the Chief Commercial Officer or a person authorised by that officer in writing.

The text in English is authoritative. The Airline publishes these conditions in Adyghe, Abkhaz and each language in which it answers its passengers under GOV-05, for information. Where a version in another language differs from the English text, the English text prevails.

## 4 Tickets

A ticket is personal to the passenger named on it and is not transferable. The Airline carries only the passenger named, and may require proof of identity at any stage of the journey.

A ticket is valid for carriage for twelve months from the date of issue, or where the first flight is flown within that period, for twelve months from the date of that flight, unless the fare rules state a shorter period.

Flights are used in the order set out in the ticket. A passenger who does not use a flight retains every later flight on the ticket if they inform the Airline before the scheduled departure of the next flight. Where they do not, the Airline may cancel the later flights and refund them under Refunds.

A ticket obtained by fraud, bought with a payment instrument that is not honoured, or altered by anyone other than the Airline is void.

## 5 Fares, Taxes and Charges

The fare is the fare in force on the date of payment for the flights, dates and fare family on the ticket, and applies only to carriage between the points on the ticket. Ancillary charges are those published by the Airline on the date of purchase.

Taxes, fees and charges imposed by a government or an airport are collected in addition to the fare and are shown separately on the ticket. Where a flight is not used, those taxes, fees and charges that are payable only on departure are refunded on request in every fare family, including a fare that is otherwise not refundable.

Payment is in the currency of the market of sale. Where a refund or amount due is paid in another currency, it is converted at the Airline's rate on the date of payment.

## 6 Reservations and Seating

A reservation is confirmed when the Airline has recorded it and the fare has been paid. The Airline may cancel an unpaid reservation without notice.

Seats are assigned at the time allowed by the fare family. The Airline may change an assigned seat for safety, operational or security reasons, including the assignment of emergency exit rows only to passengers who meet the conditions for sitting there, and a change does not entitle the passenger to any refund unless a seat charge paid for that seat is not honoured, in which case the charge is refunded.

At booking the Airline offers each passenger the opportunity to name a person to be notified in the event of an accident. The detail is voluntary, is not a condition of carriage, and is held and disclosed only as provided in Emergency Response, GOV-07A.

## 7 Check-in and Boarding

Check-in closes 45 minutes before scheduled departure on flights within the home and regional network and to the Russia gateways, and 60 minutes before scheduled departure on flights to the Turkey, Middle East and Europe gateways and on religious charter. The boarding gate closes 20 minutes before scheduled departure.

A passenger who presents after check-in or boarding has closed may be refused carriage on that flight. The Airline then treats them as a passenger who did not use the flight and they have no claim under service recovery for that flight.

Baggage checked on a connecting itinerary sold by the Airline is checked to the final point on the ticket.

## 8 Travel Documents

A passenger is responsible for holding every passport, visa, health certificate and other document required by each state on the itinerary, and for complying with the law of each such state. The Airline may inspect and copy those documents and may refuse carriage to a passenger who does not hold them.

Where the Airline is fined, is required to remove a passenger, or incurs any other cost because a passenger did not comply with this section, the passenger reimburses the Airline for the amount paid or incurred, and the Airline may apply any unused fare or other money it holds for the passenger against that amount.

## 9 Refusal and Limitation of Carriage

The Airline may refuse to carry a passenger or their baggage, or may remove a passenger at any point, where in its reasonable judgment:

1. The carriage would endanger the safety or security of the aircraft or of any person on board, or the passenger refuses a security search of their person or baggage.
2. The passenger does not hold the travel documents required, presents a document that is not valid, or destroys a document during the journey.
3. The passenger fails to comply with an instruction of the crew or of the Airline's staff given for the safety, security or conduct of the flight.
4. The carriage would breach the law of a state from, to or over which the flight operates, or an order of a competent authority.
5. The passenger's physical or mental condition presents a risk to themselves or others, or requires assistance that the crew cannot provide, and no medical clearance or escort under Special Categories is in place.
6. The passenger has behaved in a threatening, abusive, violent or disorderly manner towards staff, crew or other passengers, at the airport or on board.
7. The passenger is under the influence of alcohol or drugs, or does not accept the prohibition on consuming alcohol on board.
8. The fare, charges or taxes due have not been paid, or the ticket is void under Tickets.

A passenger refused carriage on these grounds receives a refund of the unused portion of the ticket under Refunds, less any amount due to the Airline under these conditions, and has no claim under service recovery.

Where a passenger's conduct has led to refusal, removal or a report to an authority, the Airline may refuse to carry that passenger on any later flight for a period it decides, and informs them in writing.

## 10 Special Categories

**Unaccompanied minors.** A child under 5 years is not carried unless accompanied by a passenger aged 16 or over. A child from 5 to 11 years travelling alone is carried only under the Airline's unaccompanied minor service, arranged at booking and charged as published. A child from 12 to 15 years may travel alone or under that service, at the choice of the parent or guardian.

**Infants.** An infant under 2 years travels on the lap of an accompanying adult, one infant per adult, or in a purchased seat in an approved child restraint. An infant is not carried within the first 7 days of life.

**Expectant mothers.** A passenger may travel without a medical certificate up to the end of the 28th week of pregnancy. From the start of the 29th week a certificate issued not more than 7 days before departure, stating the expected date of delivery and fitness to fly, is required. The Airline does not carry a passenger after the end of the 36th week of a single pregnancy or the 32nd week of a multiple pregnancy.

**Medical clearance.** A passenger with a condition that may worsen in flight, who has recently undergone surgery, or who requires oxygen, a stretcher or medical equipment on board, travels only with the prior clearance of the Airline, requested at booking.

**Reduced mobility.** Assistance is provided under GOV-05 and is requested at booking or not less than 48 hours before departure. The Airline does not refuse carriage on the ground of disability or reduced mobility except where required under Refusal and Limitation of Carriage for reasons of safety, and where it does, it states its reasons in writing and offers an accompanying person or a refund.

**Animals.** Assistance dogs accompanying a passenger with a disability are carried in the cabin free of charge, subject to the entry requirements of each state on the itinerary. No other animal is carried in the cabin or as baggage.

## 11 Baggage

The free baggage allowance is that of the fare family on the ticket, as set out in GOV-05. Mobility equipment, medical equipment, infant equipment and the instruments of a musician travelling to perform are carried in addition to it. Further pieces and excess weight are carried against the published charge and subject to space and payload on the day.

A single piece of checked baggage may not exceed 32 kilograms. Cabin baggage must fit the dimensions published by the Airline and is placed where the crew directs.

Dangerous goods are carried in baggage only as permitted by the Technical Instructions for the Safe Transport of Dangerous Goods by Air, as published by the Airline. Firearms and ammunition are carried only in checked baggage, unloaded and secured, with the prior approval of the Airline and the permissions of every state on the itinerary. Anything that may not be carried is removed and may be disposed of without compensation.

Money, jewellery, precious metals, securities, keys, electronic devices, medicines, travel documents and other valuables and fragile or perishable items should not be placed in checked baggage. Where they are, the Airline's liability for them is limited as stated under Liability.

A passenger may make a special declaration of interest in the delivery of checked baggage at check-in, against the supplementary charge published by the Airline, up to the value the Airline accepts for declaration.

Checked baggage is collected by the passenger at destination. Baggage not collected within 90 days of arrival may be disposed of without liability.

## 12 Conduct on Board

The pilot in command holds the powers conferred by the Convention on Offences and Certain Other Acts Committed on Board Aircraft, done at Tokyo on 14 September 1963, and every passenger complies with the instructions of the crew.

Smoking, including electronic cigarettes and any similar device, is prohibited on board. No alcoholic beverage is served or sold on board, and a passenger may not consume alcohol on board, including alcohol purchased duty free or carried in cabin baggage. Electronic devices are used only as the crew permits.

Where a passenger's conduct causes the aircraft to divert or causes any other loss to the Airline, the passenger reimburses the Airline for the cost of the diversion and every other cost reasonably incurred as a result, and the Airline may report the conduct to the competent authority.

## 13 Schedule Changes, Delay, Cancellation and Denied Boarding

The flight times on the ticket form part of the contract. The Airline notifies each passenger of any change to them at the contact details provided at booking.

Where the Airline changes a flight time by more than two hours before the day of departure, or changes a routing or a connection, the passenger may accept the change, be rebooked on another service of the Airline, or receive a full refund of the unused portion of the ticket.

On delay, cancellation, a missed connection caused by the Airline, and involuntary denied boarding, the passenger is entitled to service recovery. That entitlement is a contractual right the passenger may enforce against the Airline, and it applies on every flight whether or not a regulator requires it.

Where the passenger rights law in force at the point of departure, including that of the European Union and of the United Kingdom, gives a passenger greater rights than service recovery, the Airline applies that law. Compensation paid under service recovery may be deducted from damages awarded for the same delay or cancellation.

## 14 Refunds

A refund is paid to the person who paid for the ticket, by the original method of payment, unless that person directs otherwise in writing.

On cancellation, a change under Schedule Changes, Delay, Cancellation and Denied Boarding, or refusal to carry the passenger for a reason other than those in Refusal and Limitation of Carriage, the Airline refunds the full fare, charges and taxes paid for the unused portion of the ticket, and where the journey has lost its purpose, for the portion already used, within 7 days of the request.

A voluntary refund is made under the fare rules of the fare family, less the published service charge, within 30 days of the request.

A request for a refund is made within the validity of the ticket and not later than two years after its expiry.

## 15 Liability

The Airline's liability for death or bodily injury, for delay, and for the destruction, loss, damage or delay of baggage is governed by the Convention, applied under Application and Precedence to every flight.

**Death and bodily injury.** The Airline does not exclude or limit its liability for damages up to 151,880 SDR per passenger, save where it proves that the damage was caused or contributed to by the negligence or other wrongful act or omission of the person claiming or from whom the right is derived. Above that amount the Airline is not liable if it proves that the damage was not due to its negligence or other wrongful act or omission, or was solely due to that of a third party.

**Advance payment.** In the event of the death of or bodily injury to a passenger, the Airline pays, without delay and not later than 15 days after the person entitled to compensation is identified, an advance payment to meet immediate economic needs. In the event of death it is not less than 16,000 SDR per passenger. An advance payment is not an admission of liability, is offset against any amount later found due, and is returnable only where the damage was caused or contributed to by the negligence of the passenger or the recipient was not the person entitled to compensation.

**Delay of passengers.** The Airline's liability is limited to 6,303 SDR per passenger. It is not liable where it proves that it and its servants and agents took all measures that could reasonably be required to avoid the damage, or that it was impossible to take them.

**Baggage.** The Airline's liability is limited to 1,519 SDR per passenger for destruction, loss, damage or delay, unless a special declaration of interest was made under Baggage, in which case it is limited to the declared sum. The Airline is liable for cabin baggage only where the damage results from its fault or that of its servants or agents. It is not liable for damage resulting from the inherent defect, quality or vice of the baggage.

**Revision of limits.** Where the limits in the Convention are revised under its Article 24, the limits in force on the date of the event apply in place of the figures stated here.

The Airline is not liable for damage resulting from its compliance with law or with an order of a competent authority, or from a passenger's failure to comply with such law or order. Nothing in these conditions excludes or limits the liability of the Airline where the Convention or applicable law does not permit it to do so, or waives any defence or limit available to the Airline under the Convention except as stated here.

The servants, agents and contractors of the Airline acting within the scope of their employment or engagement may rely on every defence and limit available to the Airline.

## 16 Claims and Time Limits

Damage to checked baggage is notified in writing within 7 days of receipt. Delay of checked baggage is notified in writing within 21 days of the date on which it was placed at the passenger's disposal. Receipt of checked baggage without complaint is evidence that it was delivered in good condition.

An action for damages must be brought within two years of the date of arrival at destination, the date on which the aircraft ought to have arrived, or the date on which the carriage stopped. A claim under service recovery is made within two years of the scheduled date of the flight concerned.

Claims are answered within the periods set out under Customer Service in GOV-05.

## 17 Governing Law and Jurisdiction

This contract and any dispute arising from it are governed by the law of Circassia, and the courts of Circassia have jurisdiction.

Nothing in this section deprives a claimant of a court in which the Convention permits an action to be brought, including under its Article 33, or of a protection that the law applicable at the point of departure does not permit to be removed by contract.

## 18 Personal Data

The Airline processes the personal data provided by a passenger to make and perform the contract of carriage, to provide special assistance, to meet security and immigration requirements, and to operate the loyalty programme. It discloses passenger data to government authorities where the law of a state on the itinerary requires it, to handling agents and service providers only as the carriage requires, and to no one for marketing purposes without the passenger's consent. The person named for notification in the event of an accident is held under GOV-07A and used for no other purpose.