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General Conditions of Carriage for Oman Air

Important notice for passengers: [click here](#) for important information and notices that form part of our applicable General Conditions of Carriage

1. Definitions

As you read these conditions, please note that:

"WE", "OUR" "OURSELVES" and **"US"** means Oman Air (SAOC), having its registered office at P.O. Box 58, Sultanate of Oman

"YOU", "YOUR" and **"YOURSELF"** means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket (See also definition for "Passenger").

"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.

"AIR CARRIAGE CONTRACTOR" means the carrier, which concludes a contract of carriage with a passenger or, where the contract comprises a package, the tour operator. Any Ticket seller shall also be deemed Air Carriage Contractor.

"AIRLINE DESIGNATOR CODE" means the two-characters or three letters, which identify particular air carriers. Our Airline Designator Code is "WY".

"AUTHORISED AGENT" means a passenger sales agent who has been appointed by us to represent us in the sale of air transportation on our services and, when authorised, on the services of other carriers.

"BAGGAGE" means your personal property accompanying you in connection with your trip. Unless otherwise specified, it consists of both your Checked and Unchecked Baggage

"BAGGAGE CHECK" means the portion of the Ticket, which relates to the carriage of your Checked Baggage.

"BAGGAGE IDENTIFICATION TAG" means a document issued solely for identification of Checked Baggage.

"CARRIER" means an air carrier (other than ourselves), whose Airline Designator Code appears on your Ticket or on a Conjunction Ticket.

"CHECKED BAGGAGE" means Baggage of which we take custody and for which we have issued a Baggage Check.

"CHECK-IN DEADLINE" means the time limit specified by the airline by which you must have completed check-in formalities and received your boarding pass.

"CONDITIONS OF CARRIAGE" means these conditions of carriage,

"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.

"CONJUNCTION TICKET" means a Ticket issued to you with relation to another Ticket, which together constitute a single contract of carriage.

"CONVENTION" means whichever of the following instruments are applicable:

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 and by Additional Protocol No. 2 of Montreal (1975);

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

Guadalajara supplementary Convention (1961) (Guadalajara) and The Montreal Convention (1999);

"COUPON" means both a paper Flight Coupon and an Electronic Coupon, each of which entitles the named Passenger to travel on the particular flight identified on it.

"DAMAGE" means death, wounding or bodily injury to a Passenger caused by an accident/incident on board an aircraft or during the operation of, embarking or disembarking the aircraft, or loss, partial loss or other damage to Baggage during carriage by air. Damage also includes damage occasioned to Passengers or Baggage by delay in the carriage by air..

"DAYS" mean 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 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.

"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.

"EU" means the European Union.

"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.

"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 (for example, bereavement).

"IFE" means in-flight entertainment.

"ITINERARY/RECEIPT" means a document or documents we issue to Passengers travelling on Electronic Tickets that contains the passenger name, flight information and notices.

"PASSENGER" means any person, except members of the crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also definition for "you", "your" and "yourself").

"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.

"SDR"/"SPECIAL DRAWING RIGHTS" means an international unit of account, defined by the International Monetary Fund, based upon the values of several leading currencies. The currency values of the Special Drawing Right fluctuate and are re-calculated each banking day. These values are known to most commercial bankers and are reported regularly in leading financial journals.

"SPECIAL ASSISTANCE PASSENGER" means Passengers who are unaccompanied children, incapacitated persons, pregnant women, persons with illness or other people requiring special assistance, carried or to be carried in an aircraft pursuant to a Ticket.

"STOPOVER" means a scheduled stop on your journey of 24 hours or more, at Agreed Stopping Places.

"TARIFF" means the published fares, charges and/or related conditions of carriage of an airline filed, where required, with the appropriate authorities.

"TICKET" means either the document entitled "Passenger Ticket and Baggage Check" or the Electronic Ticket, in each case issued by us or on our behalf, and which includes the Conditions of Contract, notices and Coupons.

"UNCHECKED BAGGAGE" means any of your Baggage other than Checked Baggage.

2. Applicability

2.1. GENERAL

These Conditions of Carriage form part of your contract of carriage with us and apply to the carriage we provide to you on those flights, or flight segments, where our name or Airline Designator Code is indicated in the carrier box of the Ticket for that flight or flight segment.

2.2. CHARTER OPERATIONS

If carriage is performed pursuant to a charter agreement, these Conditions of Carriage apply only to the extent they are incorporated, by reference or otherwise, in the charter agreement or the Ticket.

2.3. CODE SHARES

On some services we may have arrangements with other carriers known as "Code Shares". This means that even if you have a reservation with us and hold a ticket where our name or airline designator code is indicated as the carrier, another carrier may operate the aircraft. If such arrangements apply we will advise you of the carrier operating the aircraft as specified in Article 5.7.

2.4. OVERRIDING LAW

These Conditions of Carriage are applicable unless they are inconsistent with our Tariffs or applicable law in which event such Tariffs or laws shall prevail.

If any provision of these Conditions of Carriage is invalid under any applicable law, the other provisions shall nevertheless remain valid.

2.5. 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 (see Article 18) dealing with particular subjects, these Conditions of Carriage shall prevail.

2.6. MODIFICATION BY THIRD PARTY

None of our Authorised Agents, employees or other representatives have any authority to modify or waive any provision of these Conditions of Carriage.

3. Tickets

3.1. GENERAL PROVISIONS

3.1.1. We will provide carriage only to the Passenger named in the Ticket, and you may be required to produce appropriate identification.

3.1.2. The Ticket which provides for air travel for our services constitutes prima facie evidence of the Conditions of Carriage between us and you as named in the ticket and incorporates by reference all of these Conditions of Carriage as a contractual matter.

3.1.3. A ticket is not transferable except as may be expressly stated otherwise in locally applicable laws. If presented by any person other than the one named thereon, the ticket shall be seized and forfeited.

Further, if a Ticket were to be used by any person other than the person entitled to be carried, with or without the knowledge and/or consent of the person entitled to be carried, we are not liable for the death or injury to or delay in the carriage of such person or for the destruction, loss or damage to or delay in the carriage of such person's baggage or other personal property arising from or in connection with such use.

3.1.4. 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, or may only be changed upon payment of an additional fee.

3.1.5. If you have a Ticket, as described in 3.1.4 above, which is completely unused, and you are prevented from travelling due to Force Majeure, provided that you promptly advise us and furnish evidence of such Force Majeure, we will provide you with a credit of the non-refundable amount of the fare, for future travel on us, subject to deduction of a reasonable administration fee.

3.1.6. The Ticket is and remains at all times the property of the issuing carrier and may be subject to seizure by the carrier (cfr. Articles 3.1.3, 10.5.3. and 13.2).

3.1.7. Except in the case of an Electronic Ticket, you shall not be entitled to be carried on a flight unless you present a valid Ticket duly issued in accordance with our regulations and containing the Flight Coupon for that flight and all other unused Flight Coupons and the Passenger Coupon. In addition, you shall not be entitled to be carried if the Ticket presented is mutilated or if it has been altered otherwise than 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.

3.1.8. (a) In case of loss or mutilation of a Ticket (or part of it) by you or non-presentation of a Ticket containing the Passenger Coupon and all unused Flight Coupons, we will replace such Ticket (or part of it), upon your request and upon the strict condition that the ticket was originally issued by us, by issuing a new Ticket, provided there is evidence, readily ascertainable at the time, that a Ticket valid for the flight(s) in question was duly issued and that you sign an agreement to reimburse us for any costs and losses, up to the value of the original ticket, 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 an administration fee for this service, unless the loss or mutilation was due to the negligence of the issuing Carrier, or its agent.

(b) Where such evidence is not available or you do not sign such an agreement, the Carrier issuing the new Ticket may require you to pay up to the full Ticket price for a replacement Ticket. The replaced ticket will be subject to a refund minus the applicable administration fee, if and when the original issuing Carrier is satisfied that such Ticket has not been used before the expiry of its validity. If upon finding the original Ticket before the expiry of its validity, you surrender it to the Carrier issuing the new Ticket, the foregoing refund will be processed at the time.

3.1.9. A Ticket is valuable and you should take appropriate measures to safeguard it and ensure it is not lost, damaged or stolen.

3.2. PERIOD OF VALIDITY

3.2.1. Except as otherwise provided in the Ticket, in these Conditions of Carriage, or in applicable Tariffs (which may limit the validity of a Ticket, in which case the limitation will be shown on the Ticket), a Ticket is valid for (a) one year from the date of issue; or (b) subject to the first travel occurring within one year from the date of issue, one year from the date of first travel under the Ticket, whichever is longer.

3.2.2. When you are prevented from travelling within the period of validity of the Ticket because at the time you request reservations we are unable to confirm a reservation, the validity of such Ticket will be

extended, or you may be entitled to a refund in accordance with Article 10.

3.2.3. If after having commenced your journey, you are prevented from travelling within the period of validity of the Ticket by reason of illness, we may extend the period of validity of your Ticket until the date when you become fit to travel or until our 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. A medical certificate must attest to such illness. 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 may be extended for not more than three months from the date shown on such certificate. In such circumstances, we will similarly extend the period of validity of Tickets of other members of your immediate family accompanying you.

3.2.4. In the event of death of a Passenger during his or her journey, 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 his or her travel, the Passenger's Ticket and those of his or her immediate family accompanying the Passenger may be likewise modified. Such modification will be made upon receipt of a valid death certificate. Any extension of validity shall be no longer than forty-five (45) days from the date of death and the requested booking shall be subject to seat availability.

3.3. COUPON SEQUENCE AND USE

3.3.1. The Ticket you have purchased is valid only for the transportation as shown on the Ticket, from the place of departure via any Agreed Stopping Places to the final destination. The fare you have paid is based upon our Tariff and is for the transportation as shown on the Ticket. It forms an essential part of our contract with you. The Ticket will not be honoured and will lose its validity if all the Coupons are not used in the sequence provided in the Ticket.

3.3.2. Should you wish to change any aspect of your transportation you must contact us in advance. The fare for your new transportation will be calculated and you will be given the option of accepting the new price or maintaining your original transportation as ticketed. Should you be required to change any aspect of your transportation due to Force Majeure, you must contact us as soon as practicable and we will use reasonable efforts to transport you to your next Stopover or final destination, without recalculation of the fare.

3.3.3. Should you change your transportation without our agreement, we will assess the correct price for your actual travel. You will have to pay any difference between the price you have paid and the total price

applicable for your revised transportation. We will refund the difference if the new price is lower but otherwise your unused Coupons have no value.

3.3.4. Please be aware that while some types of changes will not result in a change of fare, others, such as changing the place of departure (for example, if you do not fly the first segment) or reversing the direction you travel, can result in an increase in price. Many fares are valid only on the dates and for the flights shown on the Ticket and may not be changed at all, or only upon payment of an additional fee.

3.3.5. Each Flight Coupon contained in your Ticket will be accepted for carriage in the class of service on the date and flight for which space has been reserved. When a Ticket is originally issued without a reservation being specified, space may be later reserved subject to our Tariff and the availability of space on the flight requested.

3.3.6. Please be advised that in the event you do not show up for any flight without advising us in advance, we may cancel your return or onward reservations. However, if you do advise us in advance, we will not cancel your subsequent flight reservations.

3.4. BREAK OF JOURNEY

Stopovers are only allowed if agreed with us prior to the beginning of the carriage and reflected in the Ticket. You may arrange to break your journey during your ticket's period of validity at any of the Agreed Stopping Places, provided this is permitted by the local regulations, our timetable and as per the fare rules relating to your ticket.

3.5. NAME AND ADDRESS OF CARRIER

Our name may be abbreviated to our Airline Designator Code (which is WY), or otherwise, in the Ticket. Our address and telephone contact details at our principal place of incorporation are as follows:

Oman Air (SAOC)
Muscat International Airport
Po Box 58
PC 111
Muscat, Sultanate of Oman

Tel: + 968 24531111 (Call Centre)

Details of Customer Relations contact details are available on our website www.omanair.com.

4. Fares and charges

4.1. FARES

Fares apply only for carriage from the airport at the point of origin to the airport at the point of destination, unless otherwise expressly stated. Fares do not include ground transport service between airport and between airports and town terminals. Your fare will be calculated in accordance with our Tariff in effect on the date of payment of your ticket for travel on the specific dates and itinerary shown on it. Should you change your itinerary or dates of travel, this may impact the fare to be paid. The fare rules applicable to your ticket at the time of payment for your ticket shall also apply.

4.2. TAXES, FEES AND CHARGES

Subject to any applicable law to the contrary, applicable taxes, fees and charges imposed by government or other authority, or by the operator of an airport, shall be payable by you. At the time you purchase your Ticket, you will be advised of taxes, fees and charges not included in the 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 a tax, fee or charge shown on the Ticket, we will contact you using your contact details. If we are unable to contact you, we will inform you of any applicable fare surcharge at check-in and you will be required to pay it. In the event 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 if the authorities or entities who received the taxes, fees or charges make a respective refund to us. The fare rules applicable to your ticket at the time of payment for your ticket shall also apply.

4.3. CURRENCY

Fares, taxes, fees and charges are payable in the currency of the country in which the Ticket is issued, unless another currency is indicated by us or our Authorised Agent at or before the time payment is made (for example, because of the non-convertibility of the local currency). We may, at our discretion, accept payment in another currency. Tickets purchased via the Oman Air website will be payable in the currency indicated or, if applicable, selected on the website when booked.

5. Reservations

5.1. RESERVING YOUR TICKET

5.1.1. We or our Authorised Agent will record your reservation(s). Upon request we will provide you with written confirmation of your reservation(s).

5.1.2. Certain fares have conditions, which limit or exclude your right to change or cancel reservations. Any restrictions will depend on the type of fare purchased. The applicable fare rules will be advised to you prior to concluding your booking. The fare rules will apply without prejudice to any rights afforded to you under the Convention or other applicable laws.

5.1.3 We shall not be liable or our liability may be limited in respect of errors in any of our timetables, schedules, departure times or fares which are provided to you by our Authorized Agent or any other third party.

5.2. TICKETING TIME LIMITS

If you have not paid for the Ticket prior to the specified ticketing time limit, as advised by us or our Authorised Agent, we may cancel your reservation.

5.3. PERSONAL DATA

5.3.1. You recognise that personal data has been given to us for the purposes of: making a reservation, purchasing a Ticket, obtaining ancillary services, facilitating immigration and entry procedures, ensuring security, safety, health, administrative and legal purposes and making available such data to the relevant government authorities. For these purposes, you authorise us to retain and use such data and to transmit it to our own offices, Authorised Agents, government agencies, other Carriers or the providers of the above-mentioned services and you agree that we shall not be liable to you for transmitting such information to those entities for such purposes. You recognize that by providing us with any personal data of any nature that data may be processed by us. You recognize that we may transfer your personal data to other countries which may not have the same level of data protection. Lastly, we may monitor and/or record your telephone conversations with us to monitor our service delivery, for training purposes and/or for the purposes of preventing or detecting fraud.

5.3.2. If your flight is inbound to the US or overflies US territory, please be informed that the Transportation Security Administration (TSA) requires you to provide your full name, date of birth, and gender for the purpose of watch list screening, under the authority of 49 U.S.C. section 114, the Intelligence Reform and Terrorism Prevention Act of 2004 and 49 C.F.R parts 1540 and 1560. You may also provide your Redress Number, if available. Failure to provide your full name, date of birth, and gender may result in denial of transport or denial of authority to enter the boarding area. TSA may share information you provide with law enforcement or intelligence agencies or others under its published system of records notice. For more on TSA privacy policies, or to review the system of records notice and the privacy impact assessment, please see the TSA Web site at www.tsa.gov.

5.4. SEATING

5.4.1 We will endeavour to honour advance seating requests. However, we cannot guarantee any particular seat. We reserve the right to assign or reassign seats at any time, even after boarding of the aircraft. This may be necessary for operational, regulation compliance, safety or security reasons. This provision applies to the extent that it does not conflict with any rights afforded to disabled passengers or passengers with reduced mobility, as set out under any applicable laws.

5.4.2 On board your flight you must be able to comfortably fit in your seat with the arm rests down and be able to buckle your seat belt with the use of one extension if necessary. If you are unable to do this and we are unable to accommodate you otherwise, you will have to purchase a second seat or upgrade (subject to their being other seats available). Details of the size of seats on our fleet can be obtained from us.

5.5. RECONFIRMATION OF RESERVATIONS

5.5.1. Onward or return reservations may be subject to the requirement to reconfirm the reservations within specified time limits. We will advise you when we require reconfirmation, and how and where it should be done. If it is required and you fail to reconfirm, we may cancel your onward or return reservations. However, if you advise us you still wish to travel and if there is space on the flight, we will reinstate your reservations and transport you. If there is no space on the flight we will use reasonable efforts to transport you to your next or final destination.

5.5.2. You should check the reconfirmation requirements of any other Carriers involved in your journey with them. Where it is required, you must reconfirm with the Carrier whose code appears for the flight in question on the Ticket.

5.6. CANCELLATION OF ONWARD RESERVATIONS

Please note if you do not advise us in advance we may cancel your return or onward reservations if you do not check-in for any flight or; if having checked-in, you fail to present yourself at the boarding gate with your boarding pass within the time limit specified by us at check-in. However, if you do advise us of your intention not to use any part of your reservation before the Check-in Deadline for the relevant flight or, if having checked-in, before closing of the boarding gate, we will not cancel your subsequent flight reservations.

5.7. IDENTITY OF AIR CARRIAGE CONTRACTOR

Upon reservation, the Air Carriage Contractor will inform you of the identity of the operating air carrier or carriers. When the identity of the operating air carrier is not yet known at the time of reservation, the Air Carriage Contractor will provide you as soon as possible with this information and at the latest at check-in. In case the Air Carriage

Contractor changes after reservation, you will be informed thereof at the latest at the check-in.

6. Check-in and boarding

6.1. Check-in deadlines are different at every airport and we require from you to inform yourself about these Check-in Deadlines and honour them. Full details are available on our website.

Your journey will be smoother if you allow yourself ample time to comply with the Check-in Deadlines. We reserve the right to cancel your reservation if you do not comply with the Check-in Deadlines. We or our Authorised Agents will advise you of the Check-in Deadline for your first flight on us. For any subsequent flights in your journey, you should inform yourself of the Check-in Deadlines. Check-in Deadlines for our flights can be found in our timetable or may be obtained from us or our Authorised Agent.

6.2. You must be present at the boarding gate not later than the time specified by us when you check-in. If you fail to do this you will be classed a “no-show” and a charge shall be payable by you for failing to use space for which you made a reservation. In such event please contact us for details of the applicable charge.

6.3. If you have checked-in and then decide not to fly without valid reason and as a result the aircraft is delayed, we reserve the right to claim any costs we reasonably incur as a result of that delay. We may offset the value of any unused portion of your Ticket against any such costs.

6.4. We may cancel the space reserved for you if you fail to arrive at the boarding gate in time or arrive but we refuse to allow you to board in accordance with any provision of these Conditions of Carriage.

6.5. We have the right to utilize the seat not utilized by you if you fail to use your reservation and we shall be under no obligation to account to you for any fare paid by passenger utilizing that seat.

6.6. We will not be liable to you for any loss or expense incurred by you due to your failure to comply with the provisions of this Article.

7. Right to refuse carriage/special assistance passengers

7.1. RIGHT TO REFUSE CARRIAGE

In the reasonable exercise of our discretion, we may refuse to carry you or your Baggage if we have notified you in writing that we would not at any time after the date of such notice carry you on our flights. We may also refuse to carry you or your Baggage if one or more of the following have occurred or we reasonably believe may occur:

- 7.1.1. Such action is necessary in order to comply with any applicable government laws, regulations, or orders;
- 7.1.2. The carriage of you or your Baggage may endanger or affect the safety of the aircraft or the safety, health or comfort of other passengers or crew;
- 7.1.3. Your mental or physical state, including any sign of impairment from alcohol or drugs, presents a hazard or risk to yourself, to passengers, to crew, or to property;
- 7.1.4. You are in unlawful possession of drugs;
- 7.1.5 you have refused to submit you or your Baggage to a security check or having submitted to such a check, you fail to provide satisfactory answers to security questions at check-in or boarding or you tamper with or remove any security seals on your Baggage or security stickers on your boarding pass;
- 7.1.6. You have not paid the applicable fare, taxes, fees or charges;
- 7.1.7. You have not followed instructions or behaved in an unruly way towards a member of our ground staff or a member of the crew;
- 7.1.8. You have failed to observe safety, security or passenger comfort instructions of, or obstruct or hinder any member of our ground staff or a member of the crew carrying out their duties;
- 7.1.9. You have used threatening, abusive or insulting words towards our ground staff or another passenger or a member of the crew of the aircraft;
- 7.1.10. you have behaved in a threatening, abusive, insulting or disorderly way towards a fellow passenger, a member of our ground staff or a member of the crew of the aircraft; 7.1.11 you have made a hoax bomb or other security threat;
- 7.1.12. you have committed a criminal offence during the check-in or boarding processes or any other operation of embarking on your flight or disembarking from a connecting flight, or on board of the aircraft;
- 7.1.13. You have failed to complete the check-in process by the Check-in Deadline or failed to arrive at the boarding gate on time;
- 7.1.14. You have refused or failed to undergo health screening or a health examination requested by us or by a government or enforcement agency;

7.1.15. you do not appear to have valid travel documents, seek to enter a country through which you may be in transit, or for which you do not have valid travel documents, destroy your travel documents during flight or refuse to surrender your travel documents to the flight crew, against receipt, when so requested;

7.1.16. You have refused to allow us to photocopy your travel documents;

7.1.17 we are informed by the authorities of the country of destination, transit or stopover (either orally or in writing) that you will be refused entry in such country, even if you have, or appear to have, valid travel documents;

7.1.18. you present a Ticket that has been acquired unlawfully, has been purchased from an entity other than us or our Authorised Agent, or has been reported as being lost or stolen, is a counterfeit, or you cannot prove that you are the person named in the Ticket;

7.1.19. you have failed to comply with the requirements set forth in Article 3.3 above concerning coupon sequence and use, or you present a Ticket which has been issued or altered in any way, other than by us or our Authorised Agent, or the Ticket is mutilated;

7.1.20 the debit or credit card used to purchase your Ticket is in the name of a third party and the authorisation documentation required to release your Ticket has not been received or that third party is not present with you at check-in;

7.1.21 we have reason to believe that the credit or debit card used to purchase your Ticket has been used fraudulently;

7.1.22 the class of travel indicated on your Ticket is different from the booking class;

7.1.23 you have previously committed one of the acts or omissions referred to above, and we believe that you may do so again.

In any such case, you will be liable for all the costs and expenses as a result of your behaviour leading to the refusal of carriage and you will not be entitled to a refund of your unused ticket.

You hereby agree to our right to set-off against any outstanding amount owed to us any of your funds in our possession.

7.2. SPECIAL ASSISTANCE

7.2.1. Acceptance for carriage of Special Assistance Passengers is subject to prior arrangement with us. Passengers, who have advised us of any

special requirements they may have at the time of reservation, and have been accepted by us, shall not subsequently be refused carriage on the basis of such special requirements.

7.2.2. Unless contrary to any applicable law, we reserve the right to refuse carriage of Special Assistance Passengers that have failed to inform us of their special requirements at the time of reservation. We will nevertheless use all reasonable efforts to accommodate them.

7.2.3. If you are a Special Assistance Passenger, we may require that you travel with an attendant if it is essential for safety, you are unable to understand safety instructions or you may require assistance in your own evacuation from the aircraft.

7.2.4. We will ask Special Assistance Passengers to present themselves at Check-in and Boarding (if appropriate) sufficiently in advance in order to ensure the requested is provided in a timely manner.

7.2.5. You are responsible for ensuring that any medication you are prescribe is taken and that you take all precautions that you have been advised to take if you have been medically cleared as fit to fly subject to complying with those precautions.

7.2.5.1 If you are aware of a pre-condition that we may reasonably consider may render you unable to complete your journey safely and in respect of which we may refuse you carriage pursuant to 7.2.5.2, you may be accepted for carriage if you have satisfied any of the following:

(a) No later than 48 hours before your travel commences you have provided us with a medical report from a qualified doctor confirming your fitness to travel on your scheduled itinerary. The report should be dated no more than 10 days prior to the date on which your travel commences;

(b) No later than 24 hours before your travel commences you have produced a Medical Information Form (an example of which is available on our website in the downloads section) signed by a qualified doctor and after reviewing that form our Medical Centre confirms that you can be accepted for travel; or

(c) You hold a Frequent Travellers Medical Card (FREMEC) stating that you are a frequent traveller and hold a medical card certifying your fitness to fly.

7.2.5.2 If we, in the reasonable exercise of our discretion, consider your ability to complete the flight safely without medical assistance is in doubt and one of the above conditions has not been satisfied or if, when you present yourself to check-in or boarding, we have a legitimate medical reason for believing that there has been a significant adverse change in your condition since the issuance of a medical certificate or FREMEC

that you may hold, we reserve the right to require medical clearance for your flight with us or to refuse to carry you.

7.3. CHILDREN

7.3.1 Children under two years of age may only travel if individually accompanied by at least one adult.

7.3.2 Children aged between two and five years of age may only travel if accompanied by an adult, i.e. a person aged 18 or over or aged 16 or over if they are a brother or sister of the child concerned.

7.3.3. Children aged between five and under twelve may travel unaccompanied by an adult only with our prior agreement.

7.3.4. All children aged under twelve travelling unaccompanied by an adult must be registered as “unaccompanied minors”. Their carriage is subject to the Conditions of Contract and our relevant regulations available on our website, which are available from any of our sales offices. The carriage of unaccompanied minors is also subject to our price agreement and to the payment of a supplementary fee indicated at time of reservation.

7.4. EXPECTANT MOTHERS AND NEWBORN CHILDREN

7.4.1 If you are pregnant we will carry you after your 28th week of pregnancy only if you produce a medical certificate issued by a qualified doctor within 7 days of your travel commencing certifying that you are fit to travel for the whole of the planned itinerary and stating your due date.

7.4.2 You must keep a copy of your medical certificate with you and if at any time during your travel when requested by a member of our staff you are unable to produce it, we reserve the right to refuse to carry you.

7.4.3 We do not usually permit carriage of newborns who are less than seven days old. Please contact us for further information. When travelling with a newborn, you must carry evidence of the date of birth with you at all times.

7.5. MEDICAL EXPENSES

If you are taken ill on board a flight any expenses that we incur in treating you, including medical and transportation costs, will be for your account. If we must divert an aircraft and you have failed to comply with any of the conditions applicable to you in Articles 7.2.5 or 7.4, any costs incurred by us will also be for your account. We may offset the value of any unused portion of your Ticket against any such costs.

8. Baggage

8.1. FREE BAGGAGE ALLOWANCE

8.1.1 Your free Baggage allowance will be shown on your Ticket, or in the case of an Electronic Ticket, on your itinerary and receipt and will depend on our Baggage regulations applying at the time of your flight. Our conditions and limitations are available upon request from us or our Authorised Agents.

8.1.2 Please be aware that different baggage allowances may apply when you are using Oman Air Codeshare or Interline partner services. We advise you to contact your local travel agent or our reservations team if you are unsure about which airline you are travelling with and to check with that airline for information concerning your free baggage allowance. In any event, this information will be available to you prior to completing your booking.

8.2. EXCESS BAGGAGE

8.2.1. You will be required to pay a charge for carriage of Baggage in excess of the free Baggage allowance. These rates are charged per kilo of excess baggage and vary according to your routing and are available from us upon request. Unless advance arrangements for its carriage have been made with Carrier, Carrier may carry on later flights Baggage, exceeding of the applicable free allowance.

8.2.2. If you wish to transport over 100 kilos of excess Baggage and/or out of format items (e.g. cycles, wheelchairs, children carry-on, skis, surfboard, golf clubs or fishing tackle) you must notify us accordingly at the time of reservation.

8.2.3. Contained animals are also considered excess Baggage, pursuant to Article 8.10.2, unless they are Animals of the kind described in Article 8.10.3.

8.3. EXCESS VALUATION DECLARATION

You may declare a value for Checked Baggage in excess of the applicable liability limits if at the relevant location we offer an excess valuation facility. You will be liable to pay the then applicable excess baggage charges should you choose to make such excess Baggage declaration. Excess value charges shall be payable at the point of origin for the entire journey to the destination. If the flight is operated by another carrier the excess value declaration must be made and paid directly to them. In case of Stopover, we will only accept an excess value declaration to the point of Stopover. We reserve the right to 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.

We reserve the right to refuse Baggage subject to an excess valuation declaration if the items are not properly described, properly packaged or are damaged.

We will not offer excess valuation on items that are unacceptable as Baggage.

You must re-declare and pay the applicable charges each time you check-in Baggage subject thereto.

8.4. ITEMS UNACCEPTABLE AS BAGGAGE

8.4.1. You must not include in your Baggage:

8.4.1.1 Items which do not constitute “Baggage” as defined in Article 1;

8.4.1.2 Items which are likely to endanger the aircraft or persons or property on board the aircraft, such as those specified in our regulations (further information is available on our website with regard to “restricted articles”).

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

8.4.1.4 Items which are reasonably considered by us to be unsuitable for carriage because they are dangerous, unsafe or by reason of their weight, size, shape or character, or which are fragile or perishable having regard to, among other things, the type of aircraft being used. Information about unacceptable items is available upon request.

8.4.2. 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 within certain conditions be accepted as Checked Baggage. Firearms must be unloaded with the safety catch on, and suitably packed to our satisfaction. Carriage of ammunition is subject to ICAO and IATA regulations as specified in 8.4.1.1. and must, be packed separately from firearms. In all circumstances, you must contact us before flying.

8.4.3. Weapons such as antique firearms, swords, knives and similar items may be accepted as Checked Baggage, at our discretion, but will not be permitted in the cabin of the aircraft.

8.4.4. You must not include in Checked Baggage fragile or perishable items, food, medication unless the subject of a prescription personal to you, statues and art items, money, keys, jewellery, precious metals, personal electronic devices (such as but not limited to portables, computers, mobile phones, camera, video camera etc...), negotiable

papers, securities or other valuables, samples, business documents or other working tools which are or can be considered as valuable or irreplaceable, passports and other identification documents or any other item that is not suitable for carriage as Checked Baggage.

8.4.5. If, despite being prohibited, any items referred to in 8.4.1, 8.4.2 and 8.4.4 are included in your Baggage; we shall not be responsible for any loss or damage of or caused by such items. In any event, our possible liability with respect to such items will be limited to the amount specified in the Convention.

8.5. RIGHT TO REFUSE CARRIAGE

8.5.1. Subject to Articles 8.4.2 and 8.4.3, we will refuse to carry as Baggage the items described in 8.4, and we may refuse further carriage of any such items upon discovery.

8.5.2. We may refuse to carry as Baggage any item reasonably considered by us to be unsuitable for carriage because of its size, shape, weight, content, character, or for safety or operational reasons, or the comfort of other passengers. Information about unacceptable items is available upon request.

8.5.3. We may refuse to accept Baggage for carriage unless it is in our reasonable opinion properly and securely packed in suitable containers. Information about packing and containers unacceptable to us is available upon request.

8.6. RIGHT OF SEARCH

For reasons of safety and security we may request that you permit a search and scan of your person and a search, scan or x-ray of your Baggage. If you are not available, your Baggage may be searched in your absence for the purpose of determining whether you are in possession of or whether your Baggage contains any item described in Article 8.4.1 or any firearms, ammunition or weapons, which have not been presented to us in accordance with Article 8.4.2 or 8.4.3. If you are unwilling to comply with such request we may refuse to carry you and your Baggage. In the event a search or scan causes damage to you or an x-ray or scan causes Damage to your Baggage, we shall not be liable for such Damage unless due to our fault or negligence. This right of search, whether exercised or not by us, shall not be deemed to constitute our agreement to carry any item of Baggage which otherwise is precluded to be carried under these Conditions of Carriage.

8.7. CHECKED BAGGAGE

8.7.1. Upon delivery to us of your Baggage, which you wish us to carry as checked Baggage, we will take custody of, and issue a Baggage Identification Tag for, each piece of your Checked Baggage.

8.7.2. Checked Baggage must have your name or other personal identification affixed to it.

8.7.3. Checked Baggage will, whenever possible, be carried on the same aircraft as you, unless we decide for safety, security or operational reasons to carry it on an alternative flight. If your Checked Baggage is carried on a subsequent flight we will deliver it to the bearer of the Baggage Check pursuant to Articles 8.9.2 and 8.9.3 at the airport of your destination, unless applicable law requires you to be present for customs clearance.

8.7.4. If the weight of your Checked Baggage is not declared on the ticket and no charges for overweight have been paid, it will be assumed until proven otherwise that the total weight of the Checked Baggage concerned does not exceed your free baggage allowance.

8.8. UNCHECKED BAGGAGE

8.8.1. We may from time to time specify maximum dimensions and/or weight for Baggage, which you carry on to the aircraft. If we have not done so, Baggage, which you carry onto the aircraft, must fit under the seat in front of you or in an enclosed storage compartment in the cabin of the aircraft. If your Baggage cannot be stored in this manner, or is of excessive weight, or is considered unsafe for any reason, it must be carried as Checked Baggage, subject to this Article 8.

8.8.2. Objects not suitable for carriage in the cargo compartment (such as delicate musical instruments), and which do not meet the requirements in Article 8.8.1 above, will only be accepted for carriage in the cabin compartment if you have given us notice in advance and permission has been granted by us. You may be required to pay a separate charge for this service.

8.8.3. Pursuant to Regulation (EC) 154/2006, some items may not be carried in as Unchecked Baggage or may be limited to an authorised quantity and subject to separate screening procedures. For more details, please consult us or your travel agency.

8.9. COLLECTION AND DELIVERY OF CHECKED BAGGAGE AND UNCLAIMED PROPERTY

8.9.1. Subject to Article 8.7.3 you are required to collect your Checked Baggage as soon as it is made available at your destination or Stopover. Should you not collect it within a reasonable time, we may charge you a storage fee. When uncollected Baggage is held by us, our liability shall be reduced to that of a warehouseman and when stored by a third party it will be subject to the conditions agreed with this latter.

8.9.2. Only the bearer of the Baggage Check and Baggage Identification Tag, is entitled to delivery of the Checked Baggage.

8.9.3. If a person claiming Checked Baggage is unable to produce the Baggage Check and identify the Baggage by means of a Baggage Identification Tag we will deliver the Baggage to such person only on condition that he or she establishes to our satisfaction his or her right to the Baggage.

8.9.4. Should your Baggage not be collected within three (3) months of the time it is made available to the passenger or of the time of arrival thereof (if it is unidentified), we may dispose of it and its contents without any liability to you at our discretion and as seen fit by us. No sale or disposal pursuant to this provision shall discharge any liability from you to us to any greater extent than the net proceeds thereof.

8.9.5 Baggage Handling services may also be provided by third parties and we cannot guarantee the availability or the performance of those services. Any loss of or damage to Baggage or Baggage contents may be due to such third parties.

8.9.6 In no circumstances shall we be liable to you for loss or Damage to Baggage that occurs at any stage in your journey due to you having left that Baggage unattended.

8.10. ANIMALS

Save for any express exceptions under applicable laws, only cats and dogs are likely to be accepted for travel by us. We will not accept an animal for carriage unless you have applied for and obtained our prior approval and you meet all of our regulations that apply (see Article 18) and the following conditions:

8.10.1. You must ensure that your animals are accompanied by valid health and vaccination certificates, entry permits, and other documents required by countries of exit, entry or transit failing which, they will not be accepted for carriage. Such carriage may be subject to additional conditions specified by us, which are available on request.

8.10.2. If accepted as Baggage, the animal should be properly crated in a container, together with its food, which shall not be included in your free Baggage allowance, but shall constitute Excess Baggage, for which you will be obliged to pay the applicable rate.

8.10.3. Dogs accompanying Passengers with disabilities and emotional support or psychiatric service animals will be carried free of charge in addition to the normal free Baggage allowance, subject to domestic laws or conditions specified by us, which are available on request.

8.10.3.1. Carriage of emotional support or psychiatric service animals requires an additional medical certificate issued, not more than six (6) months before the flight, by a licensed mental health professional certifying the nature of service of the animal and the Passenger's need for such support.

8.10.4. Where carriage is not subject to the liability rules of the Convention, we are not responsible for injury to or loss, sickness or death of an animal, which we have agreed to carry caused solely by our negligence.

8.10.5. We will have no liability in respect of any such animal not having all the necessary exit, entry, health and other documents with respect to the animal's entry into or passage through any country, state or territory and the person carrying the animal must reimburse us for any fines, costs, losses or liabilities reasonably imposed or incurred by us as a result.

8.10.6. Acceptance for carriage of the animal is subject to the condition that the passenger assumes full responsibility for such animal at all times, which shall remain under your sole custody. You will accordingly bear all costs related to the carriage of such animal, including but not limited to, damage caused by such animal to the aircraft, to other persons on board of the aircraft, to property or costs incurred by reason of refusal of access of the animal to the place of destination or the stopover or in case of absence of the required travel documents. We shall not be liable for injury to or loss, delay, sickness or death of such animal unless caused by our fault or negligence.

8.11 ITEMS REMOVED BY AIRPORT SECURITY PERSONNEL

We will not be responsible for, or have any liability in respect of, articles removed and/or retained from your Baggage by airport security personnel.

9. Schedules, delays, cancellations of flights and denied boarding

For passengers departing from the EU, you may have rights pursuant to Regulation 261/2004.

Passengers traveling on scheduled flights from the Sultanate of Oman and denied boarding may be subject to compensation rules pursuant to Ministerial Order No. 134/94 on the "Compensation Scheme for Denied Boarding of Reconfirmed Reservation Passengers On International Scheduled Flights".

Denied boarding means a refusal or inability 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.

9.1. SCHEDULES

9.1.1. The flight times communicated to you may change between the date of publication and the date you actually travel. We do not guarantee them to you and they do not form part of your contract with us.

9.1.2. Before we accept your booking, we will notify you of the scheduled flight time in effect as of that time, and it will be shown on your Ticket. It is possible we may need to change the scheduled flight time subsequent to issuance of your Ticket. If you provide us with contact information, we will endeavour to notify you of any such changes. If, after you purchase your Ticket, we make a significant change to the scheduled flight time, which is not acceptable to you, and we are unable to book you on an alternate flight, which is acceptable to you, you will be entitled to a refund in accordance with Article 10.2.

9.2. CANCELLATION, REROUTING, DELAYS, ETC.

9.2.1. We will take all necessary measures to avoid delay in carrying you and your Baggage. In the exercise of these measures and in order to prevent a flight cancellation, in exceptional circumstances we may arrange for a flight to be operated on our behalf by an alternative carrier and/or aircraft. Some circumstances which cause delay or cancellation are beyond our control including, but not limited to, bad weather, strikes, bird strikes, an emergency affecting another airline, air traffic control measures, third parties, etc. and in such circumstances our liability to you for cancellation or delay may be limited.

9.2.2. Except as otherwise provided by the Convention, applicable EU law or domestic law, if we cancel a flight, fail to stop at your destination or Stopover destination, or cause you to miss a connecting flight on which you hold a confirmed reservation, we shall, at your option, either:

9.2.2.1. Carry you at the earliest opportunity on another of our schedule services on which space is available without additional charge and, where necessary, extend the validity of your Ticket; or

9.2.2.2. Within a reasonable period of time re-route you to the destination shown on your Ticket by our own services or those of another carrier, or by other mutually agreed means and class or transportation without additional charge. If the fare and charges for the revised routing are lower than what you have paid, we shall refund the difference; or

9.2.2.3. Make a refund in accordance with the provisions of Article 10.2.

9.2.3. Upon the occurrence of any of the matters set out in Article 9.2.2, except as otherwise provided by the Convention or other applicable law, which regime is available to you for your information upon request), the options outlined in Article 9.2.2.1 to 9.2.2.3 are the sole and exclusive remedies available to you and we shall have no further liability to you.

9.2.4 In case of Damage caused by delay at arrival of your final destination for carriage performed by us or when your Ticket shows our Airline Designator Code our liability for each Passenger is limited according to the Montreal Convention, to 4,694 SDR and for the Baggage to 1,131 SDR, except in case of an act or omission done with intent to cause Damage or recklessly and with knowledge that Damage would

probably result. Nevertheless, we will not be liable for Damage occasioned by delay if we prove that we and our servants and agents took all necessary measures that could reasonably be required to avoid the Damage or that it was impossible for us or them to take such measures.

We will provide you with additional care and assistance, such as, meals and refreshments; hotel accommodation; and compensation, where any applicable law requires us to do so.

Except as set out above, we will have no further liability to you.

9.3 PRIORITIES IN THE EVENT OF DENIED BOARDING

We will seek passengers willing to voluntarily forego carriage on a flight for which they hold a boarding pass in return for appropriate compensation. When assigning the seats available on an overbooked flight, we will give priority to unaccompanied minors and to sick or disabled passengers subject to having previously been notified in advance that such passengers shall be travelling on the concerned flight. We shall assign seats to the remaining Passengers in the order in which they checked-in for the flight. We may also establish other non-discriminatory criteria when assigning such seats.

9.4 Compensation for denied boarding due to overbooking

If we are unable to provide a previously confirmed seat, we shall provide compensation to those Passengers denied boarding in accordance with applicable law, these General Conditions of Carriage and our denied boarding compensation policy. A copy of our denied boarding compensation policy is available upon request.

10. Refunds

10.1. GENERAL

Without prejudice to your rights under the Convention or other applicable laws, we will refund a Ticket or any unused portion, in accordance with the applicable fare rules or Tariff, as follows:

10.1.1. Except as otherwise provided in this Article, we shall be entitled to make refund either to the person named in the Ticket or, to the person, legal or natural, who has paid for the Ticket, upon presentation of satisfactory proof of such payment.

10.1.2. If a Ticket has been paid for by a person other than the Passenger named in the Ticket, and the Ticket indicates that there is a restriction on refund, we shall make a refund only to the person who paid for the Ticket, or to that person's order.

10.1.3. If such restriction has not been specified by the Passenger and if the Ticket has been paid by a travel agency on behalf of the Passenger, we shall be entitled a refund in full discharge to the travel agency.

10.1.4. Except in the case of a lost Ticket, refunds will only be made on surrender to us of the Ticket and all unused Flight Coupons.

10.1.5 Refunds due on tickets paid for by credit or debit card can only be credited to the credit card account used for the original purchase. Due to currency exchange rates, the amount credited may differ from the amount debited. We shall not be liable for any claim with regard to any differential.

10.2. INVOLUNTARY REFUNDS

10.2.1. If we cancel a flight, fail to operate a flight reasonably according to schedule, fail to stop at your destination or Stopover, or cause you to miss a connecting flight on which you hold a reservation, the amount of the refund shall be:

10.2.1.1 if no portion of the Ticket has been used, an amount equal to the fare paid;

10.2.1.2 if a portion of the Ticket has been used, not less than the difference between the fare paid and the applicable fare for travel between the points for which the Ticket has been used.

10.3. VOLUNTARY REFUNDS

10.3.1. If you are entitled to a refund of your Ticket for reasons other than those set out in Article 10.2, the amount of the refund shall be:

10.3.1.1 If no portion of the Ticket has been used, an amount equal to the fare paid, less any reasonable service charges or cancellation fees;

10.3.1.2 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, less any reasonable service charges or cancellation fees.

10.4. REFUND/REPLACEMENT OF LOST TICKET

10.4.1. If you lose your Ticket or portion of it, upon furnishing us with satisfactory proof of the loss, and paying a reasonable administration charge, refund will be made, as soon as practicable after the expiry of the validity period of the Ticket, on condition:

10.4.1.1 That the lost Ticket or portion of it to be replaced or refunded was originally issued by us.

10.4.1.2. that the lost Ticket, or portion of it, has not been used, previously refunded or replaced by us or a third party;

10.4.1.3. that the person requesting such refund has filled in and signed a “Declaration of Indemnity form” indemnifying us from any losses which may occur due to fraudulent use of the lost Ticket and any document(s) pertaining to it.

10.5. RIGHT TO REFUSE REFUND

10.5.1. We may refuse a refund where application is made after the expiry of the validity of the Ticket.

10.5.2. We may refuse a refund on a Ticket which has been presented to us, or to Government officials, as evidence of intention to depart from that country, unless you establish to our satisfaction that you have permission to remain in the country or that you will depart from that country by another carrier or another means of transport.

10.5.3. We may refuse a refund on a Ticket should the Ticket be seized due to non valid travel documents, passport or ID or if there is evidence of fraud (see Article 3.1.6).

10.5.4. We may refuse a refund on a Ticket for any flight on which you have been refused carriage or from which you have been removed, pursuant to Articles 7.1 and 11.1.

10.6. CURRENCY

We reserve the right to make a refund in the same manner and the same currency used to pay for the Ticket.

10.7. 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.

10.8. CREDIT CARD CHARGES

Credit, and other payment, card charges are not refundable except where the flight is cancelled by us due to our fault or negligence or we are required to do so under applicable laws.

11. Conduct aboard aircraft and on the ground

11.1. GENERAL

11.1.1 If, in our reasonable opinion, you conduct yourself on the ground or aboard the aircraft so as to endanger the aircraft or any person or property, or obstruct the crew or ground staff in the performance of their duties, or fail to comply with any instructions or directions of the crew or ground staff including but not limited to those with respect to smoking, alcohol or drug consumption, security and safety or use of electronic equipment, or behave in a manner which causes or is likely to cause discomfort, distress, inconvenience, damage or injury to other passengers, ground staff, the crew or property, we may take such measures as we deem reasonably necessary to prevent continuation of

such conduct, including restraint. You may be refused boarding, disembarked, refused onward carriage at any point, be refused to any further carriage you wish to contract with our airline with no liability to us and you may be prosecuted for offences committed on board the aircraft.

11.1.2 If any of the circumstances referred to in 11.1.1 occur, we also reserve the right to:

11.1.2.1 Report the matter to any relevant police or other law enforcement authority;

11.2.1.2 Take such measures to prevent the continuation or repetition of the offending conduct including, for example, physical restraint; and

11.2.1.3 Claim reimbursement from you for any costs incurred in taking the measures we deemed necessary to prevent the continuation of your conduct plus any costs incurred by us in having to compensate other passengers, ground staff or crew members affected by your actions and to repair or replace any property damage you may have caused.

11.2. PAYMENT OF DIVERSION COSTS

If, as a result of conduct by you of the type mentioned in Article 11.1 we decide, in the exercise of our reasonable discretion, to divert the aircraft for the purpose of offloading you and/or your Baggage, you must pay all costs resulting from that diversion and, in addition, you must reimburse us for any costs we incur:

- (i) as a result of delaying the aircraft for the purpose of removing you and/or your Baggage;
- (ii) to repair or replace any property lost, damaged, or destroyed by you; and
- (iii) to compensate any Passenger or crew member affected by your conduct.

11.3. ELECTRONIC DEVICES

For safety reasons, we may forbid or limit operation aboard the aircraft of electronic equipment, including, but not limited to, cellular telephones, laptop computers, portable recorders, portable radios, CD, DVD and MP3/MP4 players, iPods, electronic games or transmitting devices, including radio controlled toys and walkie-talkies. Operation of hearing aids and heart pacemakers is permitted.

12. Additional services and communication systems

12.1 ADDITIONAL SERVICES AND THIRD PARTY SERVICES

12.1.1 If we make arrangements for you with any third party to provide any services other than carriage by air, or if we issue a ticket or voucher relating to transportation or services (other than carriage by air) provided by a third party such as hotel reservations or car rental, in doing so we act only as your agent. The terms and conditions of that third party will apply. A copy can be made available to you, upon request, prior to completing the booking.

12.1.2. If we are also providing surface transportation to you, other conditions may apply to such surface transportation. Details of such conditions are available from us upon request or on our website www.omanair.com.

12.1.3 Ground Handling services including baggage handling, surface transportation and airport lounges and services may be provided by third parties and we cannot guarantee the availability of such services or the performance of those services by such third parties.

12.2 IFE AND ONAIR COMMUNICATIONS SYSTEMS AND INFLIGHT MEALS

12.2.1 Passengers are offered IFE in accordance to aircraft type, class of carriage and route. We do not guarantee IFE listings published previously to carriage. IFE listings are subject to amendments or cancellation taken unilaterally by us.

12.2.2 We will provide complimentary audio headsets for inflight visual and/or Audio entertainment on all flights. Audio headsets belong to us, will be for use during the flight, and must be returned to us at the request of the crew or, in any case, prior to disembarking.

12.2.3 Passengers may also have available onboard, certain Oman Air aircraft OnAir communication services.

12.2.4 IFE and OnAir communication services are provided on an 'As Is, As Available' Basis and we do not warrant or guaranty continual and uninterrupted service during the flight. We specifically disclaim any other warranty, express or implied, including without limitation warranty of fitness for a particular or any purpose. We do not represent or warrant to you that you will receive continual and uninterrupted IFE or OnAir communication service during the term of the carriage. If the services provided to you are disrupted or malfunction for any reason, we shall not be liable for losses of income due to disruption of service. Failure or delay to provide these services shall not constitute a default under these Conditions of Carriage and in no event shall we be liable for any consequential, indirect, special or incidental damages. Further, we have

no control over and no liability in respect of any fees and billings associated with the use of the OnAir communication services which will be billed directly to you through your own mobile phone service provider.

12.2.5 We are not liable for protection or privacy of electronic mail or other information transferred through the OnAir communication services.

12.2.6 We cannot guarantee the availability of special meals or advertised meal choices. Meals may not always conform to their exact description as they are in some circumstances prepared by third party caterers. We cannot guarantee that meals shall not contain nuts and those with nut allergies must be aware that the aircraft cannot be guaranteed as a nut free zone.

13. Administrative formalities

13.1. GENERAL

13.1.1. You are responsible for obtaining all required travel documents and visas and for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or through which you transit.

13.1.2. We shall not be liable 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. Any assistance or information given by any of our agents, servants or employees you in connection with obtaining the necessary documents or visas or complying with such laws, regulations, directives, demands or requirements (whether given in writing or otherwise) is merely indicative and in no way represents, replaces or forgoes the assistance and information that the Passenger is solely responsible to seek from the relevant authorities and to comply with pursuant to Article 13.1.1 above.

13.1.3. For details of required travel documents, we advise you to contact the Embassy, Consulate or to her relevant body of each relevant country prior to your booking and also before check-in to ensure you are aware of all requirements applicable to you for that entry.

13.2. TRAVEL DOCUMENTS

13.2.1. Prior to travel, you must present all exit, entry, health and other documents required by law, regulation, order, demand or other requirement of the countries concerned, and permit us to take and retain copies thereof. We may verify these documents and reserve the right to refuse carriage if you have not complied with these requirements, or your travel documents do not appear to be valid so as to allow entry into, transit through or departure from any country on your itinerary.

13.2.2. We are not liable to you for the return of any of your travel documents, identification documents or Tickets confiscated by a governmental or other authority.

13.3. REFUSAL OF ENTRY

13.3.1. If you are denied entry into any country, you will be responsible to pay any fine or charge assessed against us by the Government concerned and for the cost of transporting you from that country. The fare collected for carriage to the point of refusal or denied entry will not be refunded by us.

13.3.2. We will transport you from the port of entry in our next immediate available flight either to your departure airport, onward destination or a third country which allows entry.

13.3.3. We reserve the right to ensure your removal with another Carrier.

13.4. PASSENGER RESPONSIBLE FOR FINES, DETENTION COSTS, ETC.

If we are required to pay any fine or penalty or to incur any expenditure by reason of your failure to comply with laws, regulations, orders, demands or other travel requirements of the countries concerned or to produce the required documents, you shall reimburse us on demand, any amount so paid or expenditure so incurred. We may apply towards such payment or expenditure the value of any unused carriage on your ticket or any of your funds in our possession.

13.5. CUSTOMS INSPECTION

If required, you shall attend inspection of your Baggage, by customs or other Government officials. We are not liable to you for any loss or damage suffered by you in the course of such inspection or through your failure to comply with this requirement.

13.6. SECURITY INSPECTION

You shall submit to any security checks by government officials or agents, airport officials, Carriers or by us. We are not liable to you for any loss or damage suffered by you in the course of such inspection or through your failure to comply with this requirement.

14. Successive carriers

14.1 Carriage to be performed by us and other Carriers under one Ticket, or a Conjunction Ticket is regarded as a single operation for the purposes of the Convention. However, your attention is drawn to Articles 15.1.1 and 15.5.2.

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

14.2.1 When we are a successive carrier, we are not liable for those parts of the journey performed by other Carrier(s);

14.2.2 Where we are the actual carrier, we are liable for an accident which causes injury or death that occurs during our carriage, on board the aircraft or in the process of embarking or disembarking;

14.2.3 where we are the contracting carrier but do not perform any part of the operations of carriage, we are liable for an accident which causes injury or death that occurs during any part of the transportation, while on board the aircraft, or in the process of embarking or disembarking.

15. Liability for damage

15.1 APPLICABLE RULES

15.1.1 In case of international carriage, the rules applicable to our liability shall be as provided by these Conditions of Carriage, the Convention or applicable laws to the extent they apply. Our liability for domestic carriage is governed by these Conditions of Carriage and applicable national law.

15.2. LIABILITY PROVISIONS

The liability each Carrier involved in your journey will be determined by its own conditions of carriage. Our liability provisions are as follows:

15.3 DEATH OF OR INJURY TO PASSENGERS

15.3.1 There shall be no artificial limit to the amount of our liability for death, wounding or bodily injury suffered by a Passenger in the event of an accident on board the aircraft or in the course of embarking or disembarking.

15.3.2 We are entitled to the defences available under the Convention (where applicable) or relevant law and our liability shall not include indirect or consequential damages nor, in any case, exceed the amount of proven damages.

15.3.4 If we prove that the Damage was caused by, or contributed to by, at any degree of fault, you or any injured or deceased passenger, we may be exonerated wholly or partly from our liability in accordance with the applicable law

15.3.5 In the case of death of a Passenger, we shall without delay, and in any event not later than fifteen (15) days after the identity of the natural person entitled to compensation has been established, make such

advance payments to you or your heirs as may be required to meet immediate economic needs on a basis proportionate to the hardship suffered. Such payment shall be up to a limit prescribed according to the applicable law at that time.

15.3.6 An advance payment under 15.3.5 shall not constitute recognition of liability, and may be offset against any subsequent sums paid on the basis of our liability, but is not returnable, except in circumstances where it is subsequently proved that the person who received the advance payment caused or contributed to, the damage by any degree of fault or was not the person entitled to such compensation.

15.3.7 We are not responsible for any illness, injury or disability, including death, attributable to your physical condition prior to or existing at the time of check-in or for the aggravation of such condition.

15.4. BAGGAGE

15.4.1 Except in the case of an act or omission done with intent to cause Damage or recklessly and with knowledge that Damage would probably result, our liability in the case of Damage to Baggage shall be limited as provided by the Convention.

15.4.2 If the weight of your Checked 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 carriage concerned.

15.4.3 We will not be liable for Damage to Unchecked Baggage unless such Damage is caused by our proven negligence.

15.4.4 We are not liable for any Damage caused by your Baggage. You shall be responsible for any Damage caused by your Baggage to other persons or property, including our property.

15.4.5 We shall have no liability whatsoever for Damage to articles not permitted to be contained in Checked Baggage under Article 8.4, including fragile or perishable items, items having a special value, such as money, jewellery, precious metals, computers, personal electronic devices, negotiable papers, securities, or other valuables, business documents, passports and other identification documents, or samples.

15.4.6 You can benefit from a higher liability limit by making an excess valuation declaration in accordance with Article 8.3.

15.4.7 In case of delay superior to 90 days your Baggage shall be deemed lost for the purposes of Article 16.1.

15.5. GENERAL

15.5.1 In the case of flights operated by us as codeshare services in association with another Carrier, we will be liable to those Passengers who concluded a contract of carriage with us and on whose Tickets we are shown as the carrier by our Airline Designator Code. We shall only be liable for Damages towards Passengers for our codeshare partner if we are the operator of the flight on which the Damage occurs.

15.5.2 If we issue a ticket or if we check Baggage for carriage on another Carrier, we do so only as agent for the other Carrier. Nevertheless, with respect to Checked Baggage, you may make a claim against the first or last Carrier.

15.5.3 We are not liable for any Damage arising from our compliance with or your failure to comply with applicable laws or Government rules and regulations.

15.5.4 Except as may be specifically provided otherwise in these Conditions of Carriage or by applicable law, we shall be liable to you only for recoverable compensatory damages for proven losses.

15.5.5 The Conditions of Contract, including these Conditions of Carriage and exclusions or limits of liability, applies to our authorised agents, servants, employees and representatives to the same extent as it and they apply to us. The total amount recoverable from us and from such authorised agents, employees, representatives and persons shall not exceed the amount of our own liability, if any.

15.5.6 Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability under the Convention or applicable laws unless otherwise expressly stated.

15.5.7 Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability or any defence available to us under the Convention or applicable laws as against any public social insurance body or any person who is liable to pay compensation or has paid compensation in respect of the death, wounding or other bodily injury of a Passenger.

16. Time limitation on claims and actions

16.1. NOTICE OF CLAIMS

Acceptance of Baggage by the bearer of the Baggage Check without complaint at the time of delivery is sufficient evidence that the Baggage has been delivered in good condition and in accordance with the contract of carriage, unless you prove otherwise.

If you wish to file a claim or an action regarding Damage to Checked Baggage other than delay, you must notify us as soon as you discover the Damage, and at the latest, within seven (7) Days of receipt of the Baggage or from the date it is considered lost according to Article 15.4.7. If you wish to file a claim or an action regarding delay of Checked Baggage, you must notify us within twenty-one (21) Days from the date the Baggage has been placed at your disposal. Every such notification must be made in writing.

16.2. LIMITATION OF ACTIONS

Any right to Damages shall be extinguished if an action is not brought within two years of the date of arrival at destination, or the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped. The method of calculating the period of limitation shall be determined by the law of the court where the case is heard.

16.3. SETTLEMENT OF CLAIMS

If we settle a claim with you, it shall be subject to you signing a release and indemnity form.

17. Applicable law and Jurisdiction

These Conditions of Carriage and the legal provisions connected therewith are subject to the Law of the Sultanate of Oman, unless the application of other national law is mandatory.

Unless otherwise provided by the Convention or any applicable law, Government regulations, order or requirements, any dispute between you and us concerning or arising out of such carriage in any way whatsoever shall be subject to the non-exclusive jurisdiction of the courts of the Sultanate of Oman.

18. Our Regulations

These Conditions of Carriage and carriage of you and your baggage are also subject to certain other regulations and conditions which we adopt in the interests of safety, passenger convenience and operational matters such as punctuality, which are available for consultation at our offices and desks upon your request. These regulations and conditions as varied from time to time are important. They concern among other things: ·

- (i) the carriage of Special Assistance Passengers;
- (ii) restrictions on use of electronic devices and items;
- (iii) the carriage of animals;
- (iv) Check-in and boarding Deadlines;
- (v) Baggage requirements and limitations;
- (vi) Requirements regarding bank purchases when the card holder is not accompanying the Passenger; and
- (vii) Holiday packages.

Internal Regulations and conditions concerning these matters are available from us upon request.

19. Interpretation

19.1 The original text of our general Conditions of Carriage is in English and translation into any other language is provided for convenience of reference.

19.2 The title of each Article of these conditions of Carriage is for convenience only, and is not to be used for interpretation of the text.

19.3 All dates and periods of time referred to in these Conditions of Carriage are made with reference to the Gregorian calendar.

19.4 We will use reasonable efforts to make correct decisions about the interpretation of applicable laws, regulations, orders or governmental policy for the purposes of Article 7.1 (our right to refuse carriage) and 11.1.1 (your conduct on board the aircraft).

Oman Air
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