

QATAR AIRWAYS CONDITIONS OF CARRIAGE FOR PASSENGERS AND BAGGAGE

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ARTICLE 1 - DEFINITIONS

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

“We”, “Our”, “Ourselves” and “Us” means Qatar Airways.

“You”, “Your”, and “Yourself” means any person, except members of crew, carried or to be carried in an aircraft pursuant to a Ticket. (See also definition 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.

“Airline Designator Code” means the two-characters or three letters which identify particular air carriers.

“Authorised Agent” means a Passenger sales agent who we have appointed to represent us in the sale of air Passenger transportation on our services and, when authorised, on the services of other carriers.

“Baggage” means your personal property accompanying you in connection with your trip. Unless otherwise specified by us, it consists of both your Checked and Unchecked Baggage.

“Baggage Check” means those portions of the Ticket, which relate to the carriage of your Checked Baggage.

“Baggage Identification Tag” means a document issued solely for identification of each piece of Checked Baggage.

“Carrier” means an air carrier other than ourselves whose Airline Designator Code appears on your Ticket or on a conjunction ticket.

“Carrier’s Regulations” means rules, other than these Conditions, published by us and in effect on date of Ticket issue, governing carriage of both you and/or your Baggage and shall include any applicable tariffs in force.

“Check-in deadline” means the time limit specified by us by which you must have completed all check-in formalities and received your boarding pass.

“Checked Baggage” means Baggage of which we take custody and for which we have issued a baggage identification Check.

“Conjunction Ticket” means a Ticket issued to you in conjunction with another Ticket, which together constitute a single contract 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.

“The Warsaw Convention” means whichever of the following instruments is applicable to the contract of carriage:

- The Convention for the Unification of Certain Rules Relating to International Travel by Air, signed at Warsaw, 12 October 1929 (hereinafter referred to as the Warsaw Convention);
- The Warsaw Convention as amended at The Hague on 28 September 1955;
- The Warsaw Convention as amended at The Hague 1955 and by additional protocol No. 2 of Montreal 1975.
- The Warsaw Convention as amended at the Hague and as amended by additional Protocol No.4 of Montreal (1975);
- The Guadalajara Supplementary Convention (1961).

“The Montreal Convention” means The Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Montreal 28 May 1999.

“Conventions” means the applicable Warsaw Convention and the Montreal Convention 1999

“Coupon” means both a paper flight coupon and an electronic coupon, each of which entitle the named passenger to travel on the particular flight identified on it.

“Damage” includes death, wounding or bodily injury to a passenger, loss, partial loss theft or other damage to, or destruction of baggage arising out of or in connection with carriage or other services incidental thereto performed by us.

“Days” means calendar days including all seven days of the week; provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted; and 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.

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

“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.

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

“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.

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

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

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

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

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

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

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

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

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

ARTICLE 2 - APPLICABILITY

1. General

- 1.1 These Conditions are the Conditions of Carriage referred to in the ticket and except as provided in Sub Articles 2, 3, 4 and 5 of this Article, these Conditions apply only on those flights or flight segments where our name or Flight Designator Code (QR) is indicated in the carrier box of the ticket for that flight or flight segment
- 1.2 These conditions also apply to gratuitous and reduced fare carriage except to the extent that we have provided otherwise in our Regulations, or in relevant contracts, passes or Tickets.

2. Carriage To/From Canada and USA

- 2.1 These conditions apply to carriage between places in Canada or between a place in Canada and any place outside thereof only to the extent that they are incorporated in tariffs in force in Canada.
- 2.2 Where carriage is to or from the United States, these conditions do not apply to air transportation as defined in the U.S. Federal Aviation Act 1958 being interstate, overseas, or foreign air transport or the transportation of mail by aircraft. Such air transportation will be governed by the applicable tariff in force in the United States. These conditions also apply to gratuitous and reduced fare carriage except to the extent that we have provided otherwise in our Regulations or in the relevant contracts, passes or Tickets.

3. Charters

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 into the terms of the charter agreement or the ticket. If the Carriage is performed pursuant to a package tour holiday contract with a third party these conditions of Carriage apply to your carriage by air with the exception of those provisions dealing with refunds.

4. Overriding Law

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

5. Code Shares

On some services we 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 (QR) is indicated as the carrier, another carrier may operate the aircraft. These Conditions of Carriage also apply to such transportation. If such arrangements apply we will advise you of the carrier operating the aircraft at the time you make a reservation.

6. Conditions Prevail over Regulations

Except as provided herein, in the event of inconsistency between these Conditions of Carriage and any other Regulations of Qatar Airways, these conditions shall prevail, except where tariffs in force in the United States or Canada apply, in which case the tariffs shall prevail.

7. Tarmac Delay

Extended tarmac delays may happen at U.S. airports due to reasons beyond the control of the airline. Qatar Airways maintains a Tarmac Delay Contingency Plan to comply with U.S. Department of Transportation (DOT) regulations. However, if a tarmac delay happens at a U.S. airport on a codeshare flight operated by Qatar Airways' codeshare partner then in that case the Tarmac Delay Contingency Plan of the operating airline will apply.

ARTICLE 3 - TICKETS

1. Tickets

1.1 Prima Facie Evidence of Contract

A Ticket is valuable and you should take appropriate measures to safeguard it and ensure that it is not lost or stolen. The Ticket constitutes prima facie evidence of the contract of carriage between us as the Carrier and you as the Passenger named on the Ticket and you may be required to produce appropriate identification. The Conditions of Contract contained in the Ticket are a summary of some of these Conditions of Carriage. We will provide carriage only to the Passenger holding such Ticket or holding as proof of payment or part payment, any other Carrier's document issued by another Carrier or its authorized agent. The Ticket is and remains at all times the property of the issuing carrier.

1.2 Requirement for Ticket

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

1.3 Loss, etc. of Ticket

In case of loss or mutilation of a Ticket, or part thereof, or non presentation of a Ticket containing the Passenger coupon and all unused flight coupons, upon your request we will replace such Ticket or part of it by issuing a new ticket provided there is evidence readily ascertainable at the time that a Ticket valid for the flights in question was duly issued and you sign an agreement to reimburse us for the costs and losses, which are necessarily and reasonably incurred by us or another carrier for misuse of the ticket. We will not claim reimbursement from you for any such losses, which result from our own negligence. The issuing carrier may charge a reasonable administration fee for this service (which in our case will be no less than US\$50.00 (or the local currency equivalent)).

1.4 Ticket not Transferable

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

1.5 Tickets sold at discounted Fares

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

2. Validity

2.1 Period of Validity

The period of validity for tickets issued at normal one way, round or circle trip fares shall be one year from the date of commencement of travel, or, if the first flight coupon is open dated, and/or unused from the date of ticket issue thereof.

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

2.2 Extension of Validity

If you are prevented from travelling within the period of validity of the Ticket because we:

1. Cancel the flight on which you hold a reservation; or
2. Omit a scheduled stop, being your place of departure, place of destination or a stopover, or
3. Fail to operate a flight reasonably according to schedule; or
4. Cause you to miss a connection; or
5. Substitute a different class of service; or
6. Are unable to provide previously confirmed space.

The Validity of your Ticket will be extended until our first flight on which space is available in the class of service for which the fare has been paid.

2.3 Inability to Provide Space

When a Passenger holding a Ticket is prevented from travelling within the period of validity of the Ticket because, at the time such Passenger requests reservation, we are unable to provide space on the flight, the validity of that passenger's Ticket will be extended in accordance with our Regulations.

2.4 Illness of Passenger

When a Passenger after having commenced his or her journey is prevented from travelling within the period or validity of the Ticket by reason of illness, we may extend

(provided such extension is not precluded by our Regulations applicable to the fare paid by the Passenger) the period of validity of that Passenger's Ticket until the date when the Passenger becomes fit to travel according to a medical certificate, or until our first flight after such date from point where the journey is resumed on which space is available in the class of service for which the fare has been paid. When the flight coupons remaining in the Ticket involve one or more stopovers, the validity of such Ticket, subject to our Regulations, may be extended for not more than three months from the date shown on such certificate. In such circumstances, we may extend similarly the period of validity of tickets of other members of the Passenger's immediate family accompanying an incapacitated passenger.

2.5 Death of a Passenger

In the event of death of a Passenger en route, the tickets of the persons accompanying the passenger may be modified by waiving the minimum stay or extending the validity. In the event of a death in the immediate family of a Passenger who has commenced travel, the passenger's Ticket and those of his or her immediate family accompanying the Passenger may be likewise modified. Any such modification will be made upon receipt of a valid death certificate and any extension of validity shall be for a period no longer than 45 days from the date of death.

3. Flight Coupon Sequence

- 3.1 We will honour Flight Coupons, or in the case of an electronic ticket, an Electronic Coupon, only in sequence from the place of departure via any Agreed Stopping Places to the final destination as shown on the Ticket. 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.
- 3.2 The Ticket may not be valid and we may not honour your Ticket if the first Flight Coupon, or in the case of an electronic ticket, an Electronic Coupon, for international travel has not been used and you commence your journey at any Stopover or Agreed Stopping Place. The Ticket will lose its validity and will not be honoured by us if all of the Flight Coupons are not used in the sequence stated on the Ticket.
- 3.3 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.
- 3.4 Should you change your transportation without our agreement or fail to fly the complete itinerary booked, we will assess the correct price for your actual travel. You will have to pay any difference between the price paid and the total price applicable, together with any applicable administration charge, for your revised transportation. We will refund

you the difference if the new price is lower but otherwise, the unused coupons have no value.

- 3.5 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 additional fees.
- 3.6 Each Flight Coupon, or in the case of an electronic ticket, an Electronic Coupon, will be accepted for Carriage in the class of service specified therein on the date and flight for which accommodation has been reserved. When Flight Coupons or in the case of an electronic ticket, an Electronic Coupon, are issued without a reservation being specified thereon, space will be reserved on application subject to the conditions of the relevant fare and availability of space on the flight applied for.
- 3.7 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.
- 3.8 **Exception for tickets purchased in Italy:** In the event of non-use, for any reason, of the outward flight (or of a leg of the outward flight, or a leg of the return flight), the request to maintain the validity of the ticket for the next leg or the subsequent segments may be solely accepted if previously communicated to Qatar Airways by contacting the Contact Center at phone number +3902 6797 6000 between (09:00 a.m. to 06:00 p.m. from Monday to Saturday and 10:00 a.m. to 06:00 p.m. on Sunday) or email: noshownotification@eu.qatarairways.com which will be followed by a confirmation of receipt, within the time as specified here below:
 - a) Within 24 hours after the scheduled departure time of the flight on which the no-show occurred;
 - b) In the event the departure time of the subsequent flight is within 24 hours of the flight on which the no-show occurred, the communication with the Contact Center must be received at least 2 hours before the departure of such subsequent flight.

The Contact Center will issue a new electronic ticket for the modified itinerary, for which it will be necessary to fulfill the check-in operations on the site (if available) or at the airport. If the passenger fails to make such communication, or makes it after the set time limits, Qatar Airways, in case there is availability of seats in the subsequent leg/successive segments, will be entitled to request the payment of an amount equal to the difference between the price paid for the previously purchased ticket and the price corresponding to the highest fare available in the same class/ journey compartment, applicable to the modified itinerary at the time of the re-issue of the air ticket, unless the tariff rules applicable to the original ticket are more favorable for the passenger.

4. Name and Address of Carrier

Our name may be abbreviated in the Ticket. Our address shall be deemed to be the airport of departure shown opposite the first abbreviation of our name in the "CARRIER" box in the Ticket, or in the case of an Electronic ticket, as indicated for our first flight segment in the itinerary Receipt. This should not be taken to be the place where we are domiciled or has its principal place of business for the purpose of the applicable Convention.

ARTICLE 4 - STOPOVERS & AGREED STOPPING PLACES

1. Stopovers Permitted

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

2. Agreed Stopping Places

Stopovers may be permitted at Agreed Stopping Places subject to government requirements and our Regulations.

ARTICLE 5 - FARES, CHARGES & ROUTINGS

1. General

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

2. Applicable Fares

Applicable fares are those published by or on our behalf or, if not so published, constructed in accordance with our Regulations. Subject to government requirements and our Regulations, the applicable fare is the fare for the flight or flights in effect on the date of commencement of the carriage covered by the first Flight Coupon of the Ticket. When the amount that has been collected is not the applicable fare the difference shall be paid by the Passenger, or, as the case may be, refunded by us, in accordance with our regulations.

3. Routing

Unless otherwise provided in our regulations, fares apply only to routings published in connection therewith. If there is more than one routing at the same fare, you may specify the routing prior to issue of the Ticket. If no routing is specified, we will determine the routing.

4. Currency

Fares, taxes, fees and charges are payable in any currency acceptable to us. When payment is made in a currency other than the currency in which the fare is published, such payment will be made at the rate of exchange established in accordance with our regulations.

5. Taxes, Fees & Charges

Applicable fares, 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 tax, fee or charge shown on the ticket, you will be required to pay it. Similarly, if a new tax, fee or charge is imposed even after ticket issuance you will be required to pay it. In the event of any taxes, fees or charges, which you have paid to us at the time of ticket issuance are abolished or reduced such that they no longer apply to you, or a lesser amount is due, you will be entitled to claim a refund.

ARTICLE 6 - RESERVATIONS

1. Reservations Requirements

- 1.1 We or our Authorized Agent will record your reservation(s). Upon request we will provide you with written confirmation of your reservation(s).
- 1.2 As provided in our Regulations, certain fares may have conditions, which may limit or exclude your right to change or cancel reservations.

2. Ticketing Time Limits

If you have not paid for your Ticket (or made credit arrangements with us) prior to the specified ticketing time limit, we may cancel your reservation.

3. Personal Data

You recognize 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 requirements and making available such data to government agencies in connection with your travel. For these purposes you authorize us to retain and use such data and to transmit it to our own offices, Authorized Agents, government agencies, other carriers or the providers of such services, in whatever the country they may be located.

4. Seating

We will endeavor to honor advance seating requests. However, we do not guarantee to provide any particular seat in the aircraft. We reserve the right to assign or reassign seats at any time even after boarding of the aircraft for operational, safety or security reasons and you agree to accept any seat that may be allotted on the flight in the class of service for which the Ticket has been issued.

5. No-Show Charge When Space Not Occupied

A no-show charge, in accordance with our Regulations, shall be payable by you if you fail to use space for which a reservation has been made.

6. Reconfirmation of Reservations

Qatar Airways does not require reconfirmation of reservations.

7. Cancellation of Onward Reservations Made By Us

If you do not use a reservation and fail to advise us, we may cancel or request cancellation of any onward or return reservations.

8. Utilization of Empty Seats

We reserve the right to utilize at our sole discretion any empty seat, for which a reservation has been made but where you fail to make use of that reservation. We, in utilizing such vacant seat, are under no obligation to refund the fare paid in connection with any such reservation, except as provided for under Article 11 hereof.

ARTICLE 7 - CHECK IN

You must arrive at our check-in location and boarding gate sufficiently in advance of flight departure to permit completion of any government formalities and departure procedures and in any event not later than the time that we may have indicated. If you fail to arrive in time at our check-in location or boarding gate or appear improperly documented and not ready to travel, we may cancel the space reserved for you and will not delay the flight. We are not liable to you for loss or expense due to your failure to comply with the provision of this article.

For tickets purchased through Qatar Airways website or contact centres, we may require you to present the credit card used to purchase the ticket at the time of airport check-in.

ARTICLE 8 - REFUSAL OF AND LIMITATION ON CARRIAGE

1. Right to Refuse Carriage

We may refuse carriage of you or your Baggage for reasons of safety or if, in the exercise of our reasonable discretion, we determine that:

- 1.1 Such action is necessary in order to comply with any applicable law, regulations or orders of any state or country to be flown, from, into or over; or
- 1.2 Your conduct, age or mental or physical state, including your impairment from alcohol or drugs is such as to:
 - (A) Require special assistance from us; or
 - (B) Cause discomfort or make yourself objectionable to other passengers; or
 - (C) Involve any hazard or risk to yourself or to other persons or to property; or
- 1.3 Such action is necessary because you have failed to observe our instructions; or
- 1.4 You have refused to submit to a security check; or
- 1.5 The applicable fare or any charges or taxes payable have not been paid, or credit arrangements agreed between us and you (or the person paying for the Ticket) have not been complied with; or
- 1.6 You do not appear to be properly documented;
- 1.7 You may seek to enter a country through which you are in transit; or
- 1.8 You may destroy or otherwise dispose of your documentation during flight; or
- 1.9 You will not surrender a travel document to be held by the flight crew against receipt, when so requested by us; or
- 1.10 The Ticket presented by you:
 - (A) Has been acquired unlawfully or has been purchased from an entity other than the issuing Carrier or its authorized agent; or
 - (B) Has been reported as being lost or stolen; or
 - (C) Is a counterfeit Ticket; or
 - (D) Any Flight Coupon has been altered by anyone other than us or another Carrier or our respective authorized agents, or has been mutilated and we reserve the right to retain such Ticket; or
- 1.11 As the person presenting the Ticket you cannot prove that you are the person named in the "NAME OF PASSENGER" box in the Ticket and we reserve the right to retain such Ticket.

2. Special Assistance

Acceptance for carriage of unaccompanied children, incapacitated persons, pregnant women or persons with illness is subject to prior arrangement with us. Passengers with any disabilities who have advised us of any special requirements they may have at the time of ticketing and been accepted by us, shall not subsequently be refused carriage on the basis of such disability or special requirements.

3. Refusal to Carry or Removal of Passenger

We may, in our reasonable discretion, refuse to carry you, or remove you en route, due to your conduct, behaviour, physical or mental condition. In such a case, we may cancel the remaining unused portion of the Ticket, and you will not be entitled to further carriage or to a refund, either in respect of the sector, which was the subject of refusal of carriage or removal, or in respect of any subsequent sectors covered by the Ticket. We will not be liable for any consequential loss or damage alleged due to any such refusal of carriage or removal en route. We reserve the right to claim from you all reasonable costs of such removal as referred to in Article 12-2.

4. Passenger Self-Offload Decision – Refusal of Further Transportation

If after check-in you and/or any passengers accompanying you decide not to travel on a Qatar Airways service without a valid reason and inform us less than three hours prior to the flight departure, then the following will apply:

- a) If there is a flight delay as a result of your decision then, we reserve the right to recover from you any and all direct costs incurred due to disrupted operations which include removal of your baggage, flight delay, disruptions, and misconnections of other passengers. In addition, we will cancel your entire ticket for any further transportation with no refunds.
- b) If you inform us between 3 to 2 hours prior flight departure to offload yourself on the booked flight (s) and if this does not result in any flight delay, disruptions or inconvenience to other passengers then, we may permit changes to your ticket based on the applicable fare rules. A charge will however apply which will be either the no-show fee of the respective fare type or USD 150, whichever is higher.

However, the policy does not apply to exceptions such as a medical condition of a passenger or death of a passenger's relative. For such exceptions, passengers will have to provide proof in the form of supporting documents.

ARTICLE 9 - BAGGAGE

1. Items Unacceptable as Baggage

1.1 You must not include in your Baggage:

- (1) Items which do not constitute Baggage as defined in Article 1; or
- (2) Items which are likely to endanger the aircraft or persons or property on board the aircraft such as those specified in the 'International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air' and the 'International Air Transport Association (IATA) Dangerous Goods Regulations', and or in our Regulations (further information is available from us on request); or
- (3) Items the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from, to or over; or
- (4) Items which, in our opinion, are unsuitable for carriage by reason of their weight, size, or character, such as fragile or perishable items; or
- (5) Live animals, except as provided for in Sub-Article 10 of this article.

1.2 Firearms and ammunition other than for hunting and sporting purposes are prohibited from carriage as Baggage. Firearms and ammunition for hunting and sporting purposes may be accepted as Checked Baggage in accordance with our Regulations. Firearms must be unloaded with the safety catch on, and be suitably packed. Carriage of ammunition is subject to ICAO and IATA Dangerous Goods Regulations referred to in sub-article 1.1 above.

1.3 You must not include in Checked Baggage fragile or perishable items, money, jewellery, precious metals, computers, personal electronic devices, negotiable papers, securities, or other valuables, business documents, passports and other identification documents or samples.

1.4 Weapons such as antique firearms, swords, knives, and similar items may be accepted as Checked Baggage, in accordance with our Regulations but will not be permitted in the cabin.

1.5 If any items referred to in Sub-Article 1.1, 1.2 or 1.3 of this Article are carried, whether or not they are prohibited from carriage as Baggage, the carriage thereof shall be subject to the charges, limitations of liability and other provisions of these conditions applicable to the carriage of Baggage.

1.6 Qatar Airways imposes a ban on transporting hunting trophies to encompass all species identified by the Convention on International Trade in Endangered Species (CITES) of Wild Fauna and Flora. The CITES is an international agreement between governments, which aims to ensure that international trade in specimens of wild animals and plants does not threaten their survival.

2. Right to Refuse Carriage

- 2.1 We may refuse carriage as Baggage of such items described in Sub Article 1 of this Article as are prohibited from carriage as Baggage and may refuse further carriage of any such items on discovery thereof.
- 2.2 We may refuse to carry as Baggage any item because of its size, shape, weight or character.
- 2.3 Unless advance arrangements for its carriage have been made with us, we may carry on later flights Baggage, which is in excess of the applicable free allowances.
- 2.4 We may refuse to accept Baggage as Checked Baggage unless it is properly packed in suitcases or other suitable containers to ensure safe carriage with ordinary care in handling.

3. Right of Search

- 3.1 For reasons of safety and security, we will ask to search and screen you and search, screen or x-ray your Baggage. We will always try to search, screen or x-ray your baggage when you are present. However if you are not available we may search your Baggage in your absence. If you do not allow us to carry out the necessary safety and security searches, screening and x-rays we will refuse to carry you and your baggage. In such an event we shall not be under any liability to you except to refund the Ticket value in accordance with Article 11.
- 3.2 This right of search referred to in Sub-Article 3.1 does not impose an obligation on us, nor does the right of search whether exercised or not, constitute our agreement either expressed or implied to carry an item within your Baggage which would otherwise be precluded from carriage under Sub-Articles 1 and 2 of this article.

4. Checked Baggage

- 4.1 Upon delivery to us of Baggage to be checked, we shall take custody thereof and issue a Baggage Identification Tag for each piece of Checked Baggage.
- 4.2 If Baggage has no name, initials or other personal identification, you must affix such identification to the Baggage prior to acceptance.
- 4.3 In the absence of your declaration to the contrary at the time the baggage is checked, title to all the baggage and its contents will be deemed to be yours alone.
- 4.4 Checked Baggage will be carried on the same aircraft as you, unless we decide that this is impracticable, in which case we will carry the Checked Baggage on our next flight on which space is available.

5. Free Baggage Allowance

You may carry free of charge Baggage as specified and subject to the conditions and limitations in our Regulations.

6. Excess Baggage

We reserve the right to refuse to carry Baggage in excess of the free Baggage allowance. Baggage in excess of the free Baggage allowance will be carried only at our discretion subject to space and weight limitation. You will pay a charge for the carriage of Baggage in excess of the free Baggage allowance at the rate and in the manner provided in our Regulations.

7. Excess Value Declaration and Charge

7.1 If in accordance with our Regulations at some locations we offer an excess valuation facility, you may declare a value for Checked Baggage in excess of the applicable liability limits. If you make such a declaration you will pay any applicable charges.

7.2 We will refuse to accept an excess value declaration on Checked Baggage when a portion of the carriage is to be provided by another Carrier, which does not offer the facility.

8. Unchecked Baggage (Baggage you carry on to the aircraft)

8.1 We set maximum dimensions and weights for unchecked Baggage. The item must fit under the seat in front of you or fit in an enclosed storage compartment in the cabin. Items we determine to be of excessive weight or size will not be permitted in the cabin.

8.2 Objects, which in our opinion, are not suitable for transport in the Cargo compartment (such as but not limited to delicate musical instruments) will only be accepted for transportation in the cabin compartment if you gave us advanced notice and permission has been granted by us. You may have to pay a separate charge for this service.

9. Collection and Delivery of Baggage

9.1 You are required to collect your checked baggage as soon as it is made available for collection at your destination or Stopover.

9.2 Only the bearer of the Baggage Check and Baggage Identification Tag, delivered to the Passenger at the time the Baggage was checked, is entitled to claim delivery of Baggage. Failure to exhibit the Baggage Identification Tag will not prevent delivery provided the Baggage Check is produced and the Baggage is identified by other means.

9.3 If a person claiming the Baggage is unable to produce the Baggage Check and identify the Baggage by means of a Baggage Identification Tag, we will deliver the bag to such person only on condition that he or she, establishes to our satisfaction his or her right thereto, and if required by us, such person shall furnish adequate security to indemnify us for any loss, damage or expense which may be incurred by us as a result of such delivery.

9.4 Acceptance of Baggage by the bearer of the Baggage Check without complaint at the time of delivery is prima facie evidence that the Baggage has been delivered in good condition and in accordance with the Conditions of Contract. Should a customer notice that the baggage is damaged, then he/she must write and complain to the carrier immediately i.e. before leaving the arrival terminal, and, at the latest, within seven days from the date of receipt.

9.5 Title in any Baggage, which is unclaimed after being in custody and in our possession for 90 days, shall be deemed to pass to us. We may make such arrangements for the disposal of Baggage and the proceeds of sale arising there from as we may consider appropriate.

10. Animals

10.1 Animals such as dogs, cats, household birds and other pets, when properly crated and accompanied by valid health and vaccination certificates, entry permits and other documents required by countries of entry or transit will, with our advance agreement, be accepted for carriage in the aircraft hold, subject to our Regulations. The only exceptions are falcons and service dogs that shall be allowed to accompany the owner in the passenger cabin of the aircraft subject to conditions. Falcons will however be allowed only in the Economy Class cabin. For details on service dogs, please refer to Sub-Article 10.3 below and Article 18 of these Conditions of Carriage.

10.2 If accepted as Baggage, the animal together with its container and food carried, shall not be included in your free Baggage allowance of the Passenger but constitute excess Baggage, for which you will be obliged to pay the applicable rate.

10.3 [On a flight to or from the countries mentioned in para 18.2] a service dog accompanying a disabled Passenger, together with containers and food and other necessities for your flight (e.g., for managing the dog's waste), will be carried in the passenger cabin free of charge, subject to the Conditions set forth in Article 18 of these Conditions of Carriage.

10.4 Acceptance for carriage of animals is subject to the condition that you assume full responsibility for such animal. We shall not be liable for injury to or loss, delay, sickness, or death of such animal in the event that it is refused entry into or passage through any country, state or territory.

10.5 Without prejudice to Sub-Article 10.4 above, we shall be entitled to limit our liability, pursuant to the applicable Convention or to these Conditions of Carriage as the case may be, for injury to or loss, delay, sickness or death of any animal carried, by reference to the weight of the animal and the applicable limit of liability for Checked Baggage, Unchecked Baggage or cargo as the case may be.

10.6 We are not liable to you for any loss you suffer because you do not have the health and vaccination certificates, entry permits, transit permits, exit permits and or other documents needed for your animals. We reserve the right to claim from you any and or all fines, costs, charges, losses, or liabilities we have paid or suffered because you did not have these documents.

11. Items Removed from Passengers by Airport Security Personnel

We will not be responsible for, nor have any liability in respect of, items removed from you or your Baggage by airport security personnel acting in accordance with international or government regulations, whether or not any such items are subsequently retained or destroyed by such airport security personnel, or are passed by such airport security personnel to us.

12. Personal Belongings

We will not accept liability for damage to and or loss or destruction of any of your personal property in consequence of your leaving it unattended in any of our aircraft and or in any property, airport facilities or vehicles we use.

ARTICLE 10 - SCHEDULES, CANCELLATION OF FLIGHTS

1. Schedules

1.1 We undertake to use our best efforts to carry you and your Baggage with reasonable dispatch and to adhere to published schedules in effect on the date of travel, but no particular time is fixed for the commencement or completion of carriage, and times shown in timetables or elsewhere are approximate and not guaranteed, and do not form part of the Conditions of Contract. Schedules are subject to change without notice, and we assume no liability for making connections.

1.2 We may without notice, substitute alternative carriers, or aircraft.

2. Cancellation, Changes of Schedule etc.

2.1 If we cancel or delay a flight, are unable to provide previously confirmed space, fail to stop at a Passenger stopover or destination point, or cause you to miss a connecting flight on which you hold a reservation, we shall either:

- (i) Carry you on another of our scheduled Passenger services on which space is available; or
- (ii) Re-route you to the destination indicated on the Ticket or applicable portion thereof by our own scheduled services or the scheduled services of another carrier, or by means of surface transportation. If the sum of the fare, excess Baggage charge and any applicable service charge for the revised routing is higher than the refund value of the Ticket or applicable portion thereof, we will not require additional fare or charges from you and will refund the difference if the fare and charge for the revised routing are lower; or
- (iii) Make a refund in accordance with the provisions of Article 11 and shall be under no further liability to you.

2.2 Upon the occurrence of any of the events set out in Article 10.2.1 except as otherwise provided by the applicable Convention, the options outlined in Article 10.2.1(i) through 10.2.1(iii) are the sole and exclusive remedies available to you and we shall have no further liability to you.

3. Seats for Confirmed Reservations

We make every effort to provide seats for which confirmed reservations have been made but no absolute guarantee of availability is denoted by the expressions “reservation”, “confirmed”, “status OK” and the timings attached to them.

4. Denied Boarding Compensation

If we are unable to provide previously confirmed space, we shall provide compensation to those passengers denied boarding in accordance with the applicable Convention and or applicable law and or our denied boarding compensation scheme as set out in our Regulations.

5. Liability of Carrier for Errors or Omissions

Except in the case of acts or omissions done with intent to cause damage or recklessly and with knowledge that damage would probably result, we shall not be liable for errors or omissions in timetables or other published schedules, or for representations made by our employees, agents or representatives as to the dates or times of departure or arrival or as to the operation of any flight.

ARTICLE 11 - REFUNDS

1. General

Following our failure to provide carriage in accordance with the Conditions of Contract, or where you request a voluntary change of your arrangements, refund for an unused Ticket or portion thereof will be made by us in accordance with this Article and with our Regulations.

2. Person to Whom Refund Will Be Made

- 2.1 Except as hereinafter provided in this Sub-Article, we shall be entitled to make refund either to the person named on the Ticket, or to the person who has paid for the Ticket upon presentation of satisfactory proof of such payment.
- 2.2 If a ticket has been paid for by a person other than the Passenger named in the Ticket and we have indicated on the ticket that there is a restriction on refund, we will make a refund only to the person paying for the Ticket or to that person's order.
- 2.3 Except in the case of lost tickets, refunds will only be made on surrender to us of the Passenger Coupon or Passenger Receipt and surrender of all unused Flight Coupons.
- 2.4 A refund made to anyone presenting the Passenger Coupon or Passenger Receipt and all unused Flight Coupons and holding himself or herself out as a person to whom the refund may be made under Sub-Articles 2.1 or 2.2 of this Article shall be deemed a proper refund and will discharge us from liability and any further claim for refund.

3. Involuntary Refunds

If we cancel a flight, fail to operate a flight reasonably according to schedule, fail to stop at a point to which the Passenger is destined or ticketed to stopover, are unable to provide previously confirmed space or cause you to miss a connecting flight on which you hold a reservation, the amount of refund will be:

- 3.1 If no portion of the Ticket has been used, the amount equal to the fare paid.
- 3.2 If a portion of the Ticket has been used, the refund will be the higher of:
 - (i) The one way fare (less applicable discounts and charges) from point of interruption to destination or point of next Stopover, or
 - (ii) The difference between the fare paid and the fare for the transportation used.

4. Voluntary Refunds

If you wish to have a refund of your Ticket for reasons other than those set out in Sub-Article 3 of this Article it will be at our sole discretion to determine the refund, the amount of which shall be:

- 4.1 1) If no portion of the Ticket has been used, an amount equal to the fare paid, less any applicable service charges, cancellation fees, date change fees and no-show fees ; or
- 2) If a portion of the Ticket has been used, any 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 applicable service charges, cancellation fees, date change fees and no-show fees.

5. Refund of Lost Ticket

If a Ticket or portion thereof, or a card used for issuance of an electronic ticket is lost, refund will be made on proof of loss satisfactory to us and upon payment of any applicable service charges, provided that

- (a) The lost Ticket, or portion thereof, has not been used, previously refunded or replaced, and
- (b) The person to whom the refund is made undertakes, in such form as may be prescribed by us, to repay to us the amount refunded in the event and to the extent that the lost Ticket or portion thereof is used by any person or that refund thereof is made to any person in possession of the Ticket.
- (c) If we or our Authorized Agent lose the ticket or a portion of it, the loss will be our responsibility.

6. Right to Refuse Refund

- 6.1 After the expiry of the validity of the Ticket, we may refuse refund when your application is made later than the time prescribed in our Regulations.
- 6.2 We may refuse 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 by another Carrier or another means of transport.

7. Currency

All refunds will be subject to government laws, rules and regulations or orders of the country in which the Ticket was originally purchased and of the country in which the refund is being made. Subject to the foregoing provision, refunds will normally be made in the currency in which the Ticket was paid for, but may be made in another currency in accordance with our Regulations.

8. By Whom Ticket Refundable

Voluntary refunds will be made only by the Carrier, which originally issued the Ticket or by its agent if so authorized.

9. Charter Ticket Non Refundable

Charter Tickets used as part of inclusive tour holidays are not refundable by us in any circumstances.

10. Refund to Credit Cards Accounts

Refund due on tickets paid for with a credit card can only be credited to the credit card account used for the original purchase. The refundable amount to be paid by us will be in accordance with the rules within this article only on the basis of the amount and the currency entered in the ticket. The refundable amount to be credited to the credit card account of the card owner can vary from the originally debited amount by the credit card company for the ticket due to differences in rates of currency conversion. Such variations do not entitle the recipient of the refund to claim against us.

ARTICLE 12 - CONDUCT ABOARD AIRCRAFT

1. Unacceptable behavior

If in our reasonable opinion you conduct yourself aboard the aircraft so as to endanger the aircraft or any person or property on board, or obstruct the crew in the performance of their duties, or fail to comply with any instructions of the crew, including but not limited to those with respect to smoking, alcohol or drug consumption or behave in a manner to which other Passengers may reasonably object, we may take such measures as we deem necessary to prevent continuation of such conduct, including restraint. You may be disembarked and refused onward carriage at any point and may be prosecuted for offences committed on board the aircraft.

2. Payment of diversion costs

If as a result of your behaviour, we divert the aircraft to an unscheduled place of destination and you are disembarked from the aircraft, we reserve the right to claim from you all the reasonable and proper costs of the diversion including but not limited to air traffic control charges, diversion fuel costs, airport landing charges and necessary flight crew costs.

3. Using electronic Devices onboard the Aircraft

For safety reasons we may forbid or limit operation aboard the aircraft of electronic equipment including but not limited to portable radios, CD players, electronic games or transmitting devices including mobile telephones, radio controlled toys and walking-talkies. You must not operate any other electronic devices on board without our permission, except that portable recorders, hearing aids and heart pacemakers may be used.

4. Non-smoking flights

All Qatar Airways flights are non-smoking flights. Smoking is prohibited in all areas of the aircraft.

ARTICLE 13 - ARRANGEMENTS BY CARRIER

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 the third party service provider will apply. If we are also providing surface transportation to you, other conditions may apply to such surface transportation. Such conditions are available from us on request.

ARTICLE 14: ADMINISTRATIVE FORMALITIES

1. General

You are solely responsible for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or over, and with our Regulations and instructions. We shall not be liable for any aid or information given by our agents or employee to you in connection with obtaining necessary documents or visas or complying with such laws, regulations, orders, demands and requirements, whether given in writing or otherwise; or for the consequences to you resulting from your failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements.

2. Travel Documents

Prior to travel you are required to present all exit, entry, health and other documents required by laws, regulations, orders, demands and requirements of the countries concerned and permit us to take and retain copies thereof. We reserve the right to refuse your carriage if you have not complied with applicable laws, regulations, orders, demands and requirements or your documents do not appear to be in order, or if you do not permit us to take and retain copies thereof.

3. Refusal of Entry

You agree to pay the applicable fare whenever we, on government order, are required to take you to your point of origin or elsewhere, owing to your inadmissibility into a country, whether of transit or of destination. We may apply to the payment of such fare any funds paid to us for unused Carriage, or any of your funds in our possession. We will not refund the fare collected for carriage to the point of refusal of entry or deportation.

4. Passenger Responsible for Fines, Detention Costs etc.

If we are required to pay or deposit any fine or penalty or incur any expenditure by reason of your failure to comply with laws, regulations, orders, demands and requirements of the countries concerned or to produce the required documents, you will on demand reimburse to us, any amount so paid or deposited and any expenditure so incurred. We may use towards such expenditure any funds paid to us for unused carriage, or any of your funds in our possession

5. Customs Inspection

If required, you will attend inspection of your Checked Baggage or Unchecked Baggage by customs or other government officials. We are not liable to you for any loss or damage suffered by you through failure to comply with this requirement.

6. Security Inspection

You are required to submit to any security checks by government or airport officials or by us.

ARTICLE 15 - SUCCESSIVE CARRIERS

Carriage to be performed by several successive Carriers under one Ticket or under a Ticket and any Conjunction Ticket in connection therewith is regarded as a single operation.

ARTICLE 16 - LIABILITY FOR DAMAGE

I. Personal Damages

1. Subject to Sub-Articles 2 and 3 below, carriage hereunder is subject to the rules and limitations relating to liability established by the applicable Warsaw Convention or the Montreal Convention unless such carriage is not carriage by air and or is not international carriage to which the Conventions apply.
2. (i) Subject to Sub-Articles 2(ii) and 2(iii) below, the Liability of Qatar Airways Company for damages sustained in the event of death, wounding or any other bodily injury by you shall not be subject to any limit imposed by the applicable Convention nor by any statutory, legislative or judicial interpretation or application thereof.

(ii) Subject to Sub-Article 2(iii) below, for any damage up to the sum of the equivalent of 113,100 SDR, we shall not exclude or limit our liability by proving that we and our agents have taken all necessary measures to avoid the damage or that it was impossible for it or them to take such measures.

(iii) Notwithstanding the provisions of Sub-Articles 2(i) of 2(ii) above, if we prove that the damage was caused by, or contributed to by the negligence of the injured or deceased Passenger, we may be exonerated wholly or partly from liability in accordance with applicable law.
3. (i) We shall without delay, and in any event not later than twenty one (21) days after the identity of the natural person entitled to compensation has been established, make such advance payments as may be required to meet immediate economic needs on a basis proportional to the hardship suffered.

(ii) Without prejudice to Sub-Article 3(i) above, an advance payment shall not be less than 16,000 SDR per Passenger in the event of death.

(iii) An advance payment 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 the cases prescribed in Sub-Article 2(iii) above or in circumstances where it is subsequently proved that the person who received the advance payment caused, or contributed to, the damage by negligence or was not the person entitled to compensation.
4. In carriage which is not by air and or which is not international carriage to which the Conventions apply:
 - (i) We shall be liable for damage to you and or your Checked Baggage only if such damage has been caused by our negligence. If there has been contributory negligence

on your part, our liability shall be subject to the applicable law relating to contributory negligence.

(ii) Except in the case of acts or omissions done with intent to cause damage or recklessly and with knowledge that damage would probably result,

(a) Our liability with respect to you for death, wounding or other bodily injury shall be limited to the sum of 16,600 SDR provided that if, in accordance with applicable law, a different limit of liability is applicable such different limit shall apply.

(b) We shall be under no liability in respect of delay except as provided in the applicable Convention, these Conditions of Carriage and or applicable law.

II. General

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

- (i) We are liable only for damage occurring on our own flights. If we issue a Ticket or check Baggage over the lines of another Carrier we do so only as agent for such other Carrier. Nevertheless, with respect to Checked Baggage you also have a right of action against the first or last Carrier, where the carriage is, in accordance with these conditions, considered to be a single operation.
- (ii) We are not liable for damage arising from our compliance with any laws or government regulations, or from your failure to comply with the same.
- (iii) We are not liable for consequential or indirect damages, if not caused by gross negligence or intentionally.
- (iv) If a Passenger is carried whose age or mental or physical condition is such as to involve any hazard or risk to himself or herself, we shall not be liable for any illness, injury or disability, including death, attributable to such condition or for the aggravation of such condition.
- (v) Any exclusion or limitation of liability available to us shall apply to and be for the benefit of our employees, agents and representatives and any person whose aircraft is used by us our employees' agents and representatives. The aggregate amount recoverable from us our employees, agents and representatives and from such other persons and or their employees, agents and representatives shall not exceed the amount of our limit of liability.
- (vi) Unless so expressly provided nothing herein contained shall waive any exclusion or limitation of our liability under the applicable Conventions or applicable laws.

- (vii) A Special Agreement is applicable to carriage to from, or with an agreed Stopping Place in the United States of America (see applicable US tariffs.) Qatar Airways shall avail itself of the limitation of liability provided in the Convention. However, in accordance with Article 22 (1) of the Convention, Qatar Airways Company and certain other Carriers agree that as to all international carriage by such Carriers to which the Convention applies and which according to the Conditions of Contract includes a point in the United States of America as a point of origin, a point of destination or Agreed Stopping Place:
- (a) The limit of liability for each Passenger for death, wounding or other bodily injury shall be the sum of US\$ 75,000 inclusive of legal fees and costs except that, in case of a claim brought in a State where provision is made for separate award of legal fees and costs, the limit shall be the sum of US\$58,000 exclusive of legal fees and costs.
 - (b) Such Carriers shall not, with respect to any claim arising out of the death, wounding or other bodily injury of a Passenger, avail themselves of any defense under Article 20(1) of the Convention.

Nothing herein shall be deemed to affect the rights and liabilities, of such Carriers with regard to any claim brought by, on behalf of, or in respect of any person who has willfully caused damage, which resulted in death, wounding or other bodily injury of a Passenger.

The names of Carriers party to the agreement referred to in this Article are available at all Ticket offices of such Carriers and may be examined on request. Each of such Carriers has entered into the said agreement solely on its own behalf and with respect to carriage performed by it and has not thereby imposed any liability on any other Carrier with respect to the portion of the carriage performed by such other Carrier or assumed liability with respect to the portion of the carriage performed by such other Carrier.

- (viii) 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.
- (ix) Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability or any defense available to us under the Convention or applicable laws unless otherwise expressly stated.
- (x) Nothing in these Conditions of Carriage shall waive any exclusion or limitation of our liability or any defense 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.

III. **Baggage**

- (i) We are not liable for damage to Unchecked Baggage unless such damage is caused by our negligence.
- (ii) We are not liable if the damage resulted from inherent defect quality or vice of the baggage. If there has been contributory negligence on your part, our liability shall be subject to the applicable law relating to contributory negligence.
- (iii) Our liability for damage to or loss of Baggage is as follows:

(a) Where the applicable Warsaw Convention applies:

Our liability shall be limited to US\$ 20 or 17 SDR or equivalent in local currency per kilogram and in the case of damage to Unchecked Baggage shall be limited to US\$400 or 332 SDR or equivalent in local currency or per Passenger, provided that if the weight of the Baggage is not recorded on the Baggage Check, it is presumed that the total weight of the Checked Baggage does not exceed the applicable free Baggage allowance for the class of service concerned, as provided in Carrier's Regulations. Where no such free Baggage allowance is specified in Carrier's Regulations and no weight has been recorded a maximum of 32 Kilogram is presumed. Where a Passenger's Baggage allowance is determined by reference to the number of items of Baggage rather than the weight of items and no weight has been recorded a maximum weight of 32Kilograms per item of Checked Baggage up to a maximum of two items of Baggage is presumed for each adult Passenger and for each child paying at least 50% of the normal adult fare. In the case of an infant who is not entitled to a separate seat, the presumed maximum weight shall be 20Kilograms for a maximum of one item of Baggage. If in the case of Checked Baggage higher value is declared pursuant to Sub-Article 7 of Article 9, our liability shall be limited to such higher declared value.

(b) Where the Montreal Convention applies

Our maximum liability is limited to the local currency equivalent of 1,131 SDR per passenger for loss, damage or delay of checked and unchecked baggage. Except to the extent inconsistent with the Warsaw Convention or Montreal Convention (where applicable), we shall have no liability

Whatsoever for damage to or loss of articles contained in unlocked or unsecured baggage. Neither will we accept liability for cosmetic and or superficial damage caused to baggage as a result of normal wear and tear during the course of carriage. All claims made under the Montreal Convention must be substantiated by documented proof of the value of the loss. Depreciation will be deducted.

- (c) If, in accordance with applicable law, different limits of liability are applicable such different limits apply.
- (iv) The maximum limits of liability stated in Article 16 (iii) a & b above shall not apply if the damage resulted from any act or omission done by us with intent to cause damage or recklessly and with the knowledge that damage would probably result or in the case of checked baggage a higher value is declared in writing at the time it was handed to the carrier and an additional charge is paid to the carrier pursuant to an excess valuation facility referred to at Article 9.7.1
- (v) Our liability shall not exceed the amount of proven damages.
- (vi) We are not liable for injury to you or for damage to your Baggage caused by property contained in your Baggage. Any Passenger whose property causes injury to another person or damage to our or another person's property shall indemnify us for all losses and expenses incurred by us as a result thereof.
- (vii) You are not to pack fragile or perishable items, money, jewelry, precious metal, silverware, negotiable paper, securities, or other identification documents or samples in your checked baggage. Please note that our liability for any provable loss or damage to checked baggage is subject to limits set forth under the Montreal or Warsaw Conventions, as applicable.

IV. Delay in Carriage of Passengers

Where the Montreal Convention applies, the limits of liability as a result of delay to your journey are 4,694 Special Drawing Rights per passenger only, unless we can prove that we and our servants and agents took all measures that could reasonably be required to avoid the damage, or that it was impossible to take such measures.

ARTICLE 17 - TIME LIMITATION ON CLAIMS AND ACTIONS

1. Time Limitation on Claims

No action shall lie in the case of damage to Checked Baggage unless the person entitled to delivery complains to us forthwith after the discovery of the damage, and, at the latest, within seven days from the date of receipt; and in the case of delay, unless the complaint is made at the latest within 21 days from the date on which the Baggage has been placed your disposal. Every complaint must be made in writing and dispatched within the time aforesaid.

2. Time Limitation on Actions

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

ARTICLE 18 – OTHER CONDITIONS

18.1 Carriage of you and your Baggage is also provided in accordance with certain other regulations and conditions applying to or adopted by Qatar Airways related to operational safety, punctuality and passenger convenience. These regulations and conditions as varied from time to time are important. They concern amongst other things: the carriage of unaccompanied minors, disabled passengers, pregnant women, sick passengers, restrictions on the use of electronic devices and items, transportation of certain dangerous articles and the onboard consumption of alcoholic beverages and smoking materials.

Regulations concerning these matters are available from us upon request.

18.2 Qatar Airways permits free of charge carriage of service dog to accompany you in the passenger cabin on flights to / from the following countries / regions until the final destination on Qatar Airways:

- a) United States - A customer will be allowed to carry a service dog within the passenger cabin, provided the dog can be accommodated without obstructing an aisle or other area used for emergency evacuations. In case a customer has two or more service dogs then Qatar Airways shall make every reasonable effort to accommodate the service dogs within the passenger cabin in accordance with safety requirements and Qatar Airways policies.

For the following countries/states, only one service dog will be allowed within the passenger cabin of a Qatar Airways aircraft.

- b) Canada
- c) EU Member States
- d) Brazil
- e) Australia
- f) India
- g) Other Countries: Carriage of service dogs will be in accordance with local regulations therein.

N.B. Service dogs will not be accepted in the passenger cabin on Qatar Airways flights other than the ones mentioned above.

The following conditions apply with respect to carriage of the service dog:

1. You must notify Qatar Airways at least 48 hours before the scheduled departure of your flight that you intend to be accompanied by a service dog (this applies only to flight segments scheduled to take eight hours or more) or an emotional support or psychiatric service dog (this applies to flight segments of any length), and you must check in at least one hour prior to our published standard check-in times.
2. You must provide evidence either at the time of reservation or at the time of check-in at the airport that the accompanying dog is a service dog. For a service dog other than a dog used as an emotional support or psychiatric

- service dog, the evidence can be in the form of an identification card, other written documentation, tag or the credible verbal assurance of the owner.
3. If you will be accompanied by a service dog on a flight segment scheduled to take eight hours or more, you must provide documentation that the dog will not need to relieve itself during the flight or that the dog can relieve itself on the flight in a way that does not create a health or sanitation issue, in which case the documentation should explain the manner in which the dog will relieve itself and how you will manage the dog's waste. You must bring whatever absorbent or other material is required for this purpose. We encourage you to obtain a signed certification from the dog's licensed veterinarian.
 4. If you will be accompanied by an *emotional support or psychiatric service dog*, you must provide the following two documents:
 - 4.1 Relevant documentation that the dog will not need to relieve itself during the flight or that the dog can relieve itself on the flight in a way that does not create a health or sanitation issue, in which case the documentation should explain the manner in which the dog will relieve itself and how you will manage the dog's waste. You must bring whatever absorbent or other material is required for this purpose. We encourage you to obtain a signed certification from the dog's licensed veterinarian.
 - 4.2 Signed certification, no older than one year from the date of the scheduled flight, from a licensed mental health professional (such as a psychiatrist, a psychologist, or a licensed clinical social worker), on that professional's letterhead, stating the following: (a) for US flights, you have a mental or emotional disability recognized in the Diagnostic and Statistical Manual of Mental Disorders (4th edition); (b) you need the emotional support or psychiatric service dog as an accommodation for your air travel and/or for activity at your destination; (c) the documentation is being provided by a licensed mental health professional and the passenger is under the care of such professional; and (d) the date and type of the mental health professional's license and the State or other jurisdiction in which it was issued.
 5. If you fail to provide the required documentation, your dog will not be allowed to be carried in the passenger cabin. We will carry your dog in the cargo compartment on that flight free of charge, provided you furnish a suitable kennel and that there is space available.
 6. We may need to change your seat location if necessary to ensure that your dog does not obstruct an aisle or other area, such as an exit row, that must remain unobstructed to facilitate an emergency evacuation.

7. We encourage you to prepare the service dog for the flight by exercising the dog and limiting its fluid intake before the flight.
8. We recommend the use of a safety harness for the dog for use during take-off, landing, or whenever the “fasten seat belt” sign is illuminated.
9. It is your responsibility to ensure the dog does not engage in any threatening or disruptive behavior at the gate or on the aircraft, such as growling, snarling, lunging at, or attempting to bite another person. If your dog engages in such behavior, we may need to place the dog in the cargo compartment, at no additional cost to you, provided you furnish a suitable kennel and there is space available.
10. It is your responsibility to ensure that your service dog or emotional support or psychiatric service dog has all the documentation necessary to enter your country of destination, including documentation with respect to vaccinations, treatments, and tests.
11. No animal other than a dog is permitted in the passenger cabin as a service animal or emotional support or psychiatric service animal.

ARTICLE 19 - INTERPRETATION

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

ARTICLE 20 - MODIFICATION AND WAIVER

No employee, agent or representatives of Carrier has authority to alter, modify or waive any provision of these Conditions of Carriage.

NAME OF CARRIER: QATAR AIRWAYS COMPANY Q.C.S.C.

ABBREVIATION OF NAME: QR