

# Terms and Conditions of the Carrier

## Article 1 - Definitions

The below Conditions of Carriage has the meaning expressed respectively assigned to them where the Carrier reserves the rights to maintain and change at any time without prior notice, except where the context requires or where it is otherwise expressly provided, that is:

## Article 2 - Applicability

### General

1. These Conditions are the Carrier's Conditions of Carriage referred to in the ticket and, except as apply to all carriage by air of passengers and baggage, including services incidental thereto, performed by Carrier for reward.
2. These Conditions also apply to full fare and discounted fare carriage except to the extent that Carrier has provided otherwise in its Regulations or in the relevant contracts, passes or tickets.
3. These Conditions and Carrier's Regulations, fares and charges are subject to change without notice; provided that no such change shall apply after the carriage hereunder has commenced. The fares and charges applicable to the carriage are those in effect at the date of commencement of carriage covered in the case of an electronic ticket, as indicated for the first flight segment in the itinerary/receipt, except as otherwise provided in Carrier's Regulations.

### Charters

If Carriage is performed based on Charter Agreement, the Charter Regulations (if any) of Carrier shall be applicable thereto and these Conditions apply only to the extent provided in the said Charter Regulations. The passenger, by accepting the Condition of Carriage to the said Charter Agreement, whether or not concluded with the passenger, agrees to be bound by the applicable provisions of such agreement.

## Article 3 - Tickets

### Evidence of Contract

The ticket constitutes evidence of the Contract of Carriage between Carrier and the passenger named on the ticket. Carrier will provide carriage only to the passenger holding such ticket, or holding, as proof of payment, any other Carrier document issued by Carrier or its Authorized Agent. The ticket is and remains at all times the property of the issuing Carrier. The Conditions of Contract contained in the ticket are a summary of some of the provisions of these Conditions of Carriage.

### Requirement for Ticket

No person shall be entitled to be carried on a flight without a valid ticket and duly issued in accordance with Carrier's Regulations and containing the flight coupon as unused flight coupons. A passenger shall

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

### Ticket not Transferable

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

If a ticket were to be used by any person other than the person entitled to be carried, the changes will be allowed as per the name change policy of the Carrier.

## Article 4 - Fares and Charges

### General

- a. Fares apply only for carriage from the point of origin to the point of destination. Fares do not include ground transport service between airports and town centers.
- b. Meals served in the aircraft will be free of charge except as otherwise provided in Carrier's Regulations. Meals other than meals served in the aircraft are not included in the fare and are payable by the passenger except as otherwise provided in Carrier's Regulations.

### Applicable Fares

Applicable fares for carriage are governed by the conditions set by the Carrier indicated. Fares are subject to change without prior notice. When the amount that has been collected is not the applicable fare the difference shall be paid by the passenger, or, as the case may be, refunded by Carrier, in accordance with Carrier's Regulations.

### Precedence of Fares

Unless otherwise provided in Carrier's Regulations, a published fare takes precedence over the combination of intermediate fares applicable to the same class of service between the same points via the same routing.

### Routing

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

## Taxes and Charges

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

## Currency

Subject to applicable law, fares and charges are payable in currency acceptable to Carrier. When payment is made in a currency other than the currency in which the fare is published, such payment will be made at the prevailing rate of exchange established for such purpose by Carrier and available for inspection at the relevant Carrier's office.

## Article 5 - Reservations

### Reservation Requirements

- a. A reservation is not confirmed until:
  - i. It is entered on the appropriate flight coupon status in the case of an electronic ticket, the electronic coupon, by Carrier or its Authorized Agent;
  - ii. A ticket has been duly issued to the passenger, or in the case of an electronic ticket, when it has been duly created in Carrier's database with confirmed status; and
  - iii. The passenger has paid for his ticket (or made credit arrangements with Carrier) within the ticketing time limit allocated by the Carrier's Regulations. Carrier may cancel a reservation that does not comply with any of these requirements at any time without notice.
- b. As provided in Carrier's Regulations, certain fares may have conditions, which limits or exclude the passenger's right to change or cancel reservations.

## Seating

Carrier does not guarantee to provide any particular seat in the aircraft and the passenger agrees to accept any seat that may be allotted on the flight in the class of service for which the ticket has been issued unless reserved through web check in. Kindly ensure the seat assignment will be done only from the airport at the time of check in on first come first basis.

## Reconfirmation of Reservations

The flight reconfirmation has to be done by the passengers at not less than 72 hours prior to departure time. Onward or return reservations may be subject to change accordance with and within the time limits specified in Carrier's Regulations. Failure to comply with any such requirement will not be responsible of the Carrier.

## No-Show Passengers

Passenger(s) having confirmed reservations and not showing up prior to the time prescribed for check in will be termed as No-Show and the Carrier will assume no responsibility. Passenger(s) will be accepted for travel only on the next available flight subject to seat availability with the applicable No-show charges as per Carrier's regulations.

## Free Baggage Allowance

Passengers may carry free of charge baggage as specified and subject to the conditions and limitations in Carrier's Regulations. Where two or more passengers, travelling as one party to a common destination by the same flight, they may be permitted to total free baggage allowance equal to the combination of their individual free baggage allowances. The Free Baggage Allowance for Checked Baggage for adults and children aged 2 years and above is as follows:

- i. Business Class 40 Kgs
- ii. Economy Class 30 Kgs

## Excess Baggage

The passenger shall pay the charges for excess baggage as per the Carrier's regulation.

## Article 6 - Schedules, Cancellation of Flights

### Times and Schedules Changes

Because of the challenges faced at the airport due to geographical location in Bhutan it is severely dependent on weather conditions and while Carrier makes every effort to maintain the schedule integrity, however due to circumstances beyond its control which is why there is a requirement for every passenger to read and note the Conditions as per this Article 6.

- a. Carrier undertakes to use its best efforts to carry the passenger and his baggage with reasonable dispatch. Times shown in the ticket timetables or elsewhere are not guaranteed and do not form part of the Contract of Carriage and Carrier assumes no responsibility for making connections
- b. Schedules are subject to change without notice. Carrier may when circumstances so require alter or omit stopping places shown on the ticket or add additional stop not shown in the ticket or in schedules and may without notice substitute alternate carrier or aircraft.
- c. Carrier will not be liable for errors or omissions in timetables or other publications of schedules or in statements or representation made by employees, agents, or representative of Carrier as to the dates or times of departure or arrival or as to the operations of any flight.

## Cancellation, Changes of Schedule

### a. Disruption due to Weather

If Carrier cancels, terminates, diverts, postpones or delays a flight due to weather and is unable to provide previously confirmed space, fails to stop at a passenger's stopover or destination point, or causes the passenger to miss a connecting flight on which he holds a reservation, Carrier shall with due consideration to the passenger's reasonable interest either:

- i. Carry the passenger on another of its scheduled passenger services on which space is available; or
- ii. Re-route the passenger to the destination indicated on the ticket or applicable portion thereof by its own scheduled services or the scheduled services of another carrier, or by means of surface transportation. No additional charges that may be applicable for the rerouting involving another carrier will be absorbed and the passenger is liable for any of the additional charges on other carriers.
- iii. Make refund as permitted by the Carrier's refund policy;
- iv. Provide one night hotel accommodation and meals to enable the passenger on the next available flight.
- v. Carrier will not be responsible for onward travel of the affected passenger
- vi. Carrier will not be responsible if the travel of the passenger is affected by the other carriers due to weather or any reason, the refund will be made according to the carrier's policy unless otherwise the carrier decides to cancel its service(s).

### b. Disruption due to Technical

If Carrier cancels, terminates, diverts, postpones or delays a flight due to technical reasons and is unable to provide previously confirmed space, fails to stop at a passenger's stopover or destination point, or causes the passenger to miss a connecting flight on which he holds a reservation, Carrier shall with due consideration to the passenger's reasonable interest either:

- i. Passenger(s) may re-book to a later Bhutan Airlines service of their choice without penalty or fare upgrade.
- ii. Passenger(s) may cancel without penalty and receive a credit shell to the value of the disrupted fare.
- iii. Passenger(s) electing to re-book or cancel without penalty receives no further compensation
- iv. Passenger(s) may be recovered on later Bhutan Airlines services.
- v. FIM – passenger(s) may be recovered on another carrier without compensation

**c. Disruption due to Schedule Change**

When circumstances so require due to operational reasons, Carrier may without notice change schedule, cancel, terminate, divert, postpone or delay any flight, substitute a different type of aircraft, or omit a stopover or destination point without prior notice. In any of these events, Carrier shall carry, re-route or make a refund in accordance without penalty and shall be under no further liability to the passenger.

**d. Disruption due to Load Penalty**

If circumstances are such that the aircraft's weight limitations or seating capacity would otherwise be exceeded, Carrier shall decide in its reasonable discretion which passengers or items shall not be carried, however it will be accommodated in the next service available.

## Article 7 - Refunds

### General

On failure by Carrier to provide carriage in accordance with the Contract of Carriage, or where a passenger requests a voluntary change of his arrangements, refund for an unused ticket or portion thereof shall be made by Carrier in accordance with the Carrier's Regulations. However, if the changes arise from the request of a passenger, an administrative fee of USD 20 or equivalent shall be deducted at the time of processing refund. Ticket(s) with one ticket number, one airfare under one PNR shall be treated as one ticket and refund will be made based on the first leg of travel.

### Person to Whom Refund Will Be Made

- a. Except as hereinafter provided in this Article, Carrier shall be entitled to make refund either to the person named in the ticket, or to the person who has paid for the ticket upon presentation of satisfactory proof.
- b. If a ticket has been paid for by a person other than the passenger named in the ticket, and Carrier has indicated on the ticket that there is a restriction on refund, Carrier shall make a refund only to the passenger for the ticket or any other person who has an authorization.
- c. In the case of lost tickets, refunds will only be made on surrender to Carrier of the passenger coupon or passenger receipt provided it is within 90 (ninety) days from the date of travel.
- d. To present cancellation history is mandatory at the time of seeking refund otherwise only taxes will be refunded.
- e. A refund made to anyone presenting the passenger coupon or passenger receipt and all unused flight coupons and holding himself out as a person to whom refund may be made shall be deemed a proper refund and shall discharge Carrier from liability and any further claim for refund from any person.

## Involuntary Refunds

If the passenger wishes a refund of his ticket for reasons, the amount of refund shall be calculated in accordance with Carrier's Regulations relating to refunds based on specific periods described in the Tariff Manual.

## Right to Refuse Refund

- a. Carrier may refuse refund when application therefore is made later than three months after the expiry of the validity of the ticket.
- b. Carrier may refuse refund on a ticket which has been presented to Carrier or to government officials of a country as evidence of intention to depart there from, unless the passenger establishes to Carrier's satisfaction that he has permission to remain in the country or that he will depart there from by another carrier or another means of transport.

## 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 be made in the currency in which the ticket was paid for, or, at the option of Carrier, in the currency of the country where the ticket was purchased or where the refund is being made, in an amount equivalent to the amount due in the currency originally collected.

## By Whom Ticket Refundable

Refunds will be made only by the Carrier which originally issued the ticket, or by its Agent, if so authorized, in accordance with Carrier's Regulations.

## Article 8 - Administrative Formalities

### General

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

## Travel Documents

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

## Refusal of Entry

The passenger agrees to pay the applicable fare or any other penalties imposed by the concerned authorities whenever Carrier, on government order, is required to return a passenger to his point of origin or elsewhere owing to the passenger's inadmissibility into a country, whether of transit or of destination. Carrier may apply to the payment of such fare any funds paid to Carrier for unused carriage, or any funds of the passenger in the possession of Carrier. The fare collected for carriage to the point of refusal of entry or deportation will not be refunded by Carrier.

## Passenger Responsible for Fines, Detention Costs, etc

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

## Customs Inspection

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

## Security Inspection

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

Carrier is not liable if it determines that what it understands to be applicable law, government regulation, demand, order or requirement requires that it refuse and it does refuse to carry a passenger.