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## 1. Terms and Notice to Nesma Airlines Saudi Arabia travelling customers on limitation of liability

### 1.1. Dear Customer

- The fare in this ticket is subject to change prior to commencement of travel.
- Carrier reserves the right to refuse carriage of any person who has acquired a ticket in violation of applicable laws of carrier's tariffs, rules or regulations.
- Nesma Airlines Saudi Arabia charges administrative fees for (Re-booking / Reissuing / Refund / No show) upon customer request.
- Domestic tickets must be (reissued / refunded / renewed) within 12 months from the booking date specified in the ticket.
- Electronic international tickets will only be reissued or renewed within 12 months of the original issue date.
- For travel and booking for Hajj and Umrah travelers should contact the nearest Nesma Airlines Saudi Arabia office.
- For travelers for Hajj and ' Umrah, Nesma Airlines Saudi Arabia reserves the right to refuse bookings made via (website/website for mobile devices/Nesma Airlines Application).
- Nesma Airlines Saudi Arabia does not serve or permit passengers to carry or drink alcoholic beverages on its flights.
- To avoid interruption to the aircraft's communication systems Nesma Airlines Saudi Arabia strictly prohibits the use of cellular telephones on board as it affects the aircraft communication system. Please switch off any other portable electronic devices during take-off and landing.
- In order to render the best services to you, please provide our agents with your telephone number at the station of arrival or return. If you have a mobile phone please provide us with the number so we can contact you via SMS in case any changes to the flight.

### 1.2. DANGEROUS BAGGAGE/GOODS

Dangerous baggage/ goods (hazardous materials) are things or materials that pose danger, when transported by plane, on the health, safety, property or the environment. For safety reasons, it is strictly prohibited to carry hazardous materials within the passenger luggage or as checked baggage or carry-on except in permitted particular cases. Hazardous materials include but are not limited to the following

- Briefcases and security type attaché cases with installed alarm devices; or incorporative lithium batteries and / or pyrotechnic material.
- Explosives, munitions, fireworks and flares.
- Gases (flammable, non-flammable deeply refrigerated and poisonous) such as camping gas.
- Radioactive materials.
- Corrosives (such as mercury, acids, alkalis and wet cell batteries).
- Magnetized materials and miscellaneous dangerous goods.
- Oxidizing substances (such as bleaching powder and peroxides). Poisonous (toxic) and infectious substances.
- Flammable liquids, such as lighter fuels, paints and thinner.
- Flammable solids, such as
  - MATCHES and articles which are easily ignited; substances liable to spontaneous combustion; substances which on contact with water emit flammable gases.

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### 1.3. NOTICE

If the passenger's journey involves an ultimate destination or stop in a country other than the country of departure the Warsaw Convention or the Montreal Convention may be applicable and these Conventions govern and may limit the liability of carriers for death or bodily injury and in respect of loss of or damage to baggage. Many air carriers have waived the Warsaw Convention limits for death or bodily injury. Further information may be obtained from the carrier. Please See also notices headed (Advice to Nesma Airlines Saudi Arabia International Passengers on limitation of Liability) and (Notice of Baggage Liability Limitations).

### 1.4. CONTRACT OF CARRIAGE

#### 1.4.1. General Conditions & Regulations

- 1) These conditions and regulations of the carrier is subject to change without prior notice, and such changes shall be published via our website. These conditions of carriage are an essential part of the regulations and are widely disseminated. The passenger can request to get its details at any time.
- 2) The carriage under this contract shall be subject to the rules and limitations relating to liability established by (Warsaw) Convention or (Montreal) Convention unless the carriage ((non-international carriage)) as defined under any of these conventions.

<b>Remark</b>	"Warsaw Convention" means the Convention for the Unification of Certain Rules relating to International Carriage by Air signed at Warsaw, 12th October 1929, or that Convention as amended at the Hague. 28th September 1955, whichever may be applicable; "Montreal Convention" means the Convention for the Unification of Certain Rules for International Carriage by Air signed at Montreal, 28th May 1999.
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- 3) As used in this contract "ticket" means this passenger ticket and baggage check, or ticket itinerary/receipt if applicable, in this case of an Electronic Ticket, of which these conditions and the notices form part of it.
- 4) The word "carriage" is equivalent in the meaning to "transportation"
- 5) The word "carrier" means all air carriers that carry or undertake to carry the passengers or his baggage hereunder or perform any other services incidental to such air carriage
- 6) "Electronic Ticket" means the Itinerary/Receipt issued by or on behalf of carrier, the Electronic Coupons and, if applicable.
- 7) To the extent that does not contradict with the aforementioned information, the carriage and other services performed by every carrier is subject to the following:
  - a. The provisions contained in the ticket
  - b. The applicable tariffs
  - c. Carrier's conditions of carriage and related regulations which are made part hereof (and are available on request at the offices of carrier), except in transportation between a place in the United States or Canada and any place outside thereof to which tariffs in force in those countries apply.
- 8) Carrier's name may be abbreviated in the ticket. The full name and its abbreviation being set forth in carrier's tariffs, conditions of carriage, regulations or timetables
- 9) Carrier's address shall be the airport of departure shown opposite the first abbreviation of carrier's name in the ticket
- 10) The agreed stopping places are those places set forth in this ticket or as shown in carrier's timetables as scheduled stopping places on the passenger's route
- 11) Carriage to be performed hereunder by several successive carrier's is regarded as a single operation
- 12) An air carrier issuing a ticket for carriage over the lines of another air carrier does so only as its Agent.
- 13) Any exclusion or limitation of liability of carrier shall apply to and be for the benefit of agents, servants and representatives of carrier and any person whose aircraft is used by carrier for carriage and its agents, servants and representatives.

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- 14) This ticket is good for carriage for one year from date of issue except as otherwise provided in this ticket, in carrier's tariffs, conditions of carriage, or related regulations.
- 15) The fare for carriage hereunder is subject to change prior to commencement of carriage. Carrier may refuse transportation if the applicable fare has not been paid.
- 16) Carrier undertakes to use its best efforts to carry the passenger and baggage with reasonable dispatch.
- 17) Times shown in timetables or elsewhere are not guaranteed and do not form part of this contract.
- 18) Carrier may without notice substitute alternate carriers or aircraft, and may alter or omit stopping places shown on the ticket in case of necessity.
- 19) Schedules are subject to change without notice.
- 20) Carrier assumes no responsibility for passengers making connections.
- 21) Passenger shall comply with Government travel requirements, present exit, entry and other required documents and arrive at airport by time fixed by carrier or, if no time is fixed, early enough to complete departure procedures.
- 22) No agent, servant or representative of carrier has authority to alter, modify or waive any provision of this contract.
- 23) For any questions regarding checked baggage, please go to the special page ( Weight information allowed for luggage, carry-on luggage, lost luggage or those mishandled or special luggage, baggage packing)

#### **1.4.2. ADVICE TO INTERNATIONAL PASSENGERS ON LIMITATION OF LIABILITY**

Passengers on a journey involving an ultimate destination or a stop in a country other than the country of origin are advised that the provisions of a treaty known as the Warsaw Convention may be applicable to the entire journey, including any portion entirely within the country of origin or destination.

For such passengers on a journey to, from an agreed stopping place in the United States of America, the Convention and special contracts of carriage embodied in applicable provisions provide that the liability of certain carriers, parties to such special contracts, for death of or personal injury to passengers is limited in most cases to proven damages not to exceed US\$75,000 per passenger.

For such passengers travelling by a carrier not a party to such special contracts or on a journey to, from, or having an agreed stopping place in the United States of America, the liability of the carrier for death of or personal injury to passenger is limited in most cases to approximately US\$10,000 or US\$20,000.

The names of carriers' parties to such special contracts are available at all ticket offices of such carriers and may be examined on request.

Additional protection can usually be obtained by purchasing insurance from a private company. Such insurance is not affected by any limitation of the carrier's liability under the Warsaw Convention or such special contracts of carriage. For further information, please consult your airline or insurance company representative.

<b>Remark</b>	The limit of liability of US\$75,000, as for journey to/from the United States of America, is 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
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## 2. DOMESTIC CONDITIONS OF CONTRACT (WITHIN THE KINGDOM OF SAUDI ARABIA)

1. As used in this contract "ticket" means "Passenger Ticket and Baggage Check"
2. "Carriage" is equivalent to "transportation"
3. "Carrier" means "Nesma Airlines Saudi Arabia"
4. "Damage" includes death, injury, loss or other damage of whatsoever nature arising out of or in connection with carriage or other services performed by Nesma Airlines Saudi Arabia incidental thereto.
5. Carriage hereunder is subject to the conditions of this contract and or all applicable laws in the Kingdom of Saudi Arabia.
6. To the extent not in conflict with the foregoing, all carriage hereunder and other services performed by Nesma Airlines are subject to
  - a) Applicable laws, government regulations, orders and requirements,
  - b) Provisions herein set forth in this contract, which may be inspected at Nesma Airlines Saudi Arabia Offices.
7. Unless expressly so provided, nothing herein contained shall waive any limitation of liability of Nesma Airlines Saudi Arabia existing under the applicable laws.
8. Subject to the foregoing:
  - a) Nesma Airlines Saudi Arabia is not liable for damage to passenger or unchecked baggage unless such damage is caused by the negligence of Nesma Airlines Saudi Arabia.
  - b) Nesma Airlines Saudi Arabia is not liable for any damage directly and solely arising out of its compliance with any laws, government regulations, orders or requirement or from failure of passenger to comply with the same.
  - c) In the transportation of passengers, the liability of Nesma Airlines Saudi Arabia shall be in accordance with the effective law of Saudi Arabia.
  - d) In no case shall Nesma Airlines Saudi Arabia liability exceed the actual loss offered by the passenger.
  - e) All claims are subject to proof of amount of loss.
9. Insofar as any provision contained or referred to herein may be contrary to a law, government regulation, order or requirement, which severally cannot be waived by agreement of the parties, such provisions shall remain applicable and be considered as part of the contract of carriage to the extent only that such provision is not contrary to law, government regulations and orders. The invalidity of any provision shall not affect any other part of the contract.
10. Any exclusion or limitation of liability of Nesma Airlines Saudi Arabia under these conditions shall apply to agents, employees or representatives of Nesma Airlines Saudi Arabia acting within the scope of their employment and also to any person whose aircraft is used by Nesma Airlines Saudi Arabia for carriage and its agents, employees or representatives acting within the scope of their employment.
11. Check baggage carried hereunder will be delivered to the bearer upon return to Nesma Airlines Saudi Arabia of the baggage claim tag.
12. When validated, this ticket is good for carriage from the airport at the place of departure to the airport at the place of destination via the route shown herein and for the applicable class of service. It is valid for one Gregorian year from the date of commencement of flight except as otherwise provided in Nesma Airlines Saudi Arabia tariffs or regulations. Each flight coupon will be accepted for carriage on the date and flight for which accommodations have been reserved; when flight coupons are issued on an "open date" basis, accommodations will be reserved upon application subject to space availability.
13. Nesma Airlines Saudi Arabia undertakes to use its best efforts to carry the passenger and baggage with reasonable dispatch, but no particular time is fixed for the commencement or completion of carriage. Subject thereto, Nesma Airlines Saudi Arabia may without notice substitute aircraft and may alter or omit the stopping places shown on the face of the ticket in case of necessity.

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14. Times shown in timetables or elsewhere are approximate and not guaranteed and form no part of this contract. Schedules are subject to change without notice. Nesma Airlines Saudi Arabia assumes no responsibilities for making connections.
15. The passenger shall comply with all government travel requirements and arrive at the airport by the time fixed by Nesma Airlines Saudi Arabia or if no time fixed, sufficiently in advance of flight departure to permit completion of government formalities and departure procedures. Nesma Airlines Saudi Arabia is not liable for loss or expense due to passenger's failure to comply with these provisions.
16. No agent, servant or representative of Nesma Airlines Saudi Arabia has authority to alter, modify or waive any provision of this contract.
17. Any right to damages against Nesma Airlines shall be extinguished unless an action is brought within two Hegira year, 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.

### **3. NOTICE OF BAGGAGE LIABILITY LIMITATIONS**

- a) Liability for loss, delay, or damage to baggage is limited unless a higher value is declared in advance and additional charges are paid. For many international flights, the Warsaw Convention may apply with liability limits of approximately US\$9.07 per pound (US\$20.00 per kilo) for checked baggage and (US\$400.00 per passenger) for unchecked baggage. In some cases, where the Montreal Convention applies to your journey, the applicable liability limit is 1131 SDR (Special Drawing Rights) for checked and unchecked baggage.
- b) Air carrier is obliged to compensate the customer within (30) days from the date of submitting the claim for loss or damage baggage.
- c) Air carrier is obliged to compensate the customer for delayed baggage equivalent to (20) SDR for each day of delay and maximum (100) SDR for domestic flights, and (40) SDR for each day of delay for international flights and maximum (200) SDR.

### **4. NOTICE OF GOVERNMENT IMPOSED TAXES, FEES AND CHARGES**

The price of this ticket may include taxes, fees and charges, which are imposed on air transportation by government authorities. These taxes, fees and charges which may represent a significant portion of the cost of air travel, are either included in the fare, or shown separately in the "TAX" box of this ticket. You may also be required to pay taxes, fees and charges not already collected.

### **5. DENIED BOARDING BY OVERBOOKING**

In those countries where Denied Boarding Compensation regulations are in force, carriers operate compensation plans for passengers with confirmed reservation who are denied boarding because of non-availability of seats caused by overbooking, details of these plans are available at the airlines' offices.

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## 6. DENIAL OF CARRIAGE DUE TO OVERBOOKING

In those States which grant compensation in case prevent passengers from boarding in accordance with applicable regulations, airlines operate compensation plans for passengers who confirmed their reservation and denied boarding because of non-availability of seats caused by the overbooking. Details of these plans are available at airline offices

## 7. METHOD OF PAYMENT

- a) Except as provided below, the airline must give each passenger who qualifies for involuntary denied boarding compensation a payment by cash or check for the amount specified, on the day and at the place the involuntary denied boarding occurs.
- b) If the airline arranges alternate transportation for the passenger's convenience that departs before the payment can be made, the payment shall be sent to the passenger within 24 hours
- c) The air carrier may offer free or discounted transportation in place of the cash payment.
- d) Discounted transportation before the passenger decides whether to accept the transportation in lieu of a cash or check payment. The passenger may insist on the cash/check payment or refuse all compensation and take private legal action.
- e) Please refer to Customer Protection Law issued by the General Authority of Civil Aviation ([add link](#))

## 8. PASSENGER'S OPTIONS

- a) Acceptance of the compensation may relieve Nesma Airlines Saudi Arabia from any further liability to the passenger caused by its failure to honor the confirmed reservation.
- b) However, the passenger may decline the compensation and seek to recover damages in a court of law or in some other manner.

## 9. IMPORTANT INFORMATION FOR HAJJ AND UMRAH TRAVELERS

Nesma Airlines Saudi Arabia Guests holding Umrah Visas, and planning to travel to Saudi Arabia to perform Umrah, can book and issue tickets through Nesma Airlines' (Website / Mobile Website / Nesma Airlines Application) on all available cabin classes.

Nesma Airlines Saudi Arabia guests who have Hajj visa and plan to visit Saudi Arabia to perform Hajj are not allowed to book and issue tickets through Nesma Airlines' (Website / Mobile Website / Nesma Airlines Application) and have to contact the nearest Nesma Airlines office or certified travel agency by Saudi Hajj ministry to do the needful preparations.

Nesma Airlines guests who are holding UMRAH & HAJJ visas will not be accepted via ( Riyadh, Dammam, or Yanbu ) airports within code-shared flights (if applicable) which operated by other airlines."

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## 10. VISIT TRAVELER

During the Hajj Period, all guests holding Visit Visa are permitted to enter the Kingdom of Saudi Arabia via International Airports (King Khalid International Airport in Riyadh, or King Fahd International Airport in Dammam).

Nesma Airlines Saudi Arabia applies instructions and directives issued by the official authorities in the Kingdom of Saudi Arabia regarding the transfer of Nesma Airlines Saudi Arabia guests who are holding visit or seasonal work visas during the Hajj (pilgrimage) season to King Abdulaziz International Airport in Jeddah and Prince Mohammad Bin Abdulaziz International Airport in Madinah.

Therefore, all guests arriving during the Hajj (pilgrimage) season have to check with the embassies and consulates of the Kingdom of Saudi Arabia in their countries to make sure that these instructions and directives allow them to enter the Kingdom of Saudi Arabia during the Hajj (pilgrimage) season. Noting that Nesma Airlines Saudi Arabia will not assume liability in the event of refusal of your travel based on the instructions issued by the official authorities in Saudi Arabia.

## 11. TRAVELER FOR UMRAH OR HAJJ

Further details about Hajj and Umrah can be obtained from the link to the Ministry of Hajj, Kingdom of Saudi Arabia Web site: (<http://www.haj.gov.sa>)

Nesma Airlines Saudi Arabia shall not accept any claim or complain in this regard in violation of the aforementioned policy & procedures and shall accept no legal responsibility in whatsoever nature.

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