

GENERAL CONDITIONS

- § 1. **GOVERNMENTAL APPROVAL.** All aircraft operated by the airline follow the Maldives Civil Aviation Authority rules and regulations for seaplane operations.
- § 2. **AIRCRAFT.** All aircraft operated by the airline are airworthy aircraft, properly manned, equipped and fuelled for the performance of the flight(s). The airline operates in compliance with the Air Operator Certificate (AOC) issued by the Maldives Civil Aviation Authority and applicable laws and regulations.
- § 3. **STAFF:** The airline's staff follow instructions only from the airline. The Airline will ensure that their services are provided using adequate numbers of appropriately trained and qualified staff under adequate supervision, and in a good, prompt, and workmanlike manner with reasonable care and in compliance with industry standards and applicable laws and regulations.
- § 4. **PRICE.** The airline offers pricing for standby seats and confirmed seats. Standby seats are offered to passengers agreeing to travel on standby (space available basis). The price quote for both options include ground transportation of passengers and baggage between the international departure and arrival terminals at Velana International Airport and the seaplane terminal. Surface or other transportation is not included in the price.
- § 5. **PAYMENT.** Payment must be made in conformity with the price rules specified by the airline. Any refund by the airline will be made in the currency and at the place where the payment was originally made.
- § 6. **CANCELLATION.** The airline may delay or cancel any flight without being liable to pay any cancellation fee or compensation whatsoever if:
- (i) the flight cannot be commenced or completed due to an act or omission directly and solely on the part of passenger(s);
 - (ii) the flight cannot be commenced or completed due to any force majeure event which will include any event beyond the control of the airline including but not limited to strikes, lockouts, civil commotion, war or warlike operations or imminence thereof, riots, civil war, blockade, embargo, acts or omissions of governmental authorities including all civil aviation authorities, acts of God, fire, flood, extreme fog, storms, epidemics, quarantine, hijacking, requisition of aircraft by State Authorities;
 - (iii) the safety of passengers and/or property is deemed by the aircraft commander or the airline's operational supervisor to be in jeopardy;
 - (iv) the flight cannot be commenced or completed due to technical delays which will include inability of an aircraft to depart at the appointed time of departure or continue its flight while en-route due to technical malfunctions or damage to the aircraft and airworthiness of the aircraft cannot be restored within a reasonable time; or
 - (v) other delays not included within any of the foregoing limbs.



- § 7. **COMPENSATION:** In spite of clause 6, the airline will :-
- (i) in case of a cancellation of the flight due to a force majeure event, the airline shall be under no obligation or liability to the passenger(s) beyond the refund of the agreed price for such cancelled flight. In case, the cancellation applied to part of a charter flight the airline will refund the part of the charter price relating to the cancelled part of the flight; or
 - (ii) in case of a cancellation of the flight due to a technical delay, the airline will use their best effort to provide a substitute aircraft or other suitable means of transportation. In any case the airline will be responsible for the prompt transportation of passengers, baggage and/or cargo to the destination but subject to their best endeavour - at the same standard and level of quality as was being provided by the aircraft.
- § 8. **CONDITIONS OF CARRIAGE LIABILITY.** The airline shall not be liable in the following events except where the airline has failed to take reasonable measures to prevent or mitigate the event :-
- (i) in case of death of or bodily injury to a passenger while on board the aircraft or while embarking or disembarking the aircraft; or
 - (ii) in case of loss of, damage to or delay in the delivery of a passenger's baggage.
- § 9. **BAGGAGE.** The airline is not liable for loss of, damage to, or delay in the delivery of perishable articles, money, jewellery, silverware, negotiable papers, securities or other valuables, business documents, passports and other identification documents or samples or medicines or drugs which are included in the passenger's baggage, whether with or without the knowledge of the airline unless the airline fails to take reasonable measures to prevent or mitigate the said loss, damage or delay.
- § 10. **ACCEPTANCE OF LOAD.** The airline will accept passenger(s) and baggage with documentation required legally for the airline to perform the flight. The passenger shall ensure that the passenger's baggage does not contain anything of a hazardous nature or of a nature prohibited by public authorities and that animals of any kind do not accompany the passengers. If the Carrier is fined or has to meet any cost or expense due to non-compliance on the part of the passenger(s) under which the carriage is performed, the passenger shall indemnify the airline for all such fines, costs or expenses.
- § 11. **CHECK-IN.** Passenger(s) shall be present at departure destination 45 minutes prior to the time of departure of the flight.
- § 12. **DIVERSIONS.** The airline may at the reasonable discretion of the aircraft commander or the airlines' operational supervisor divert, postpone or delay any flight. The airline assumes no obligation to operate over any particular route or routes, and the airline is authorised within reasonable limits to select the route to be flown over or deviate from. If the airline is unable to perform or complete any flight, journey or service contemplated, the airline shall be under no obligation or liability to the passenger beyond refund of the price paid for it. The airline shall however, use their best endeavour to find equivalent transportation of the same standard and quality for the remainder of the journey, the airline being allowed a reasonable time to complete the journey with the original aircraft. The airline takes no responsibility whatsoever for any cost or expense arising after the arrival of the aircraft at the destination whether it was a scheduled or delayed flight.
- § 13. **DISPUTES.** These General Terms are governed by Maldives Law so far as they apply to the airline and the carriage of passengers and baggage. Any dispute arising out of in relation to the provision or non-provision of the service by the airline in accordance with these General Terms shall be subject to the exclusive jurisdiction of Maldives Courts.

