

The Laws of Zambia

REPUBLIC OF ZAMBIA

THE AIR SERVICES ACT

CHAPTER 446 OF THE LAWS OF ZAMBIA

CHAPTER 446 THE AIR SERVICES ACT

THE AIR SERVICES ACT

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PRELIMINARY

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CHAPTER 743

AIR SERVICES

An Act to provide for the regulation of services performed in Zambia by means of aircraft; and to provide for matters incidental thereto.

[1st January, 1964]

8 of 1964
Government Notices
301 of 1964
497 of 1964
Statutory Instruments
153 of 1965
301 of 1967
26 of 1979
13 of 1994

PART I PRELIMINARYPART I

PRELIMINARY

1. This Act may be cited as the Air Services Act.

Short title

2. (1) In this Act, unless the context otherwise requires-

Interpretation
Cap. 444
App. 1

"air service"-

- (a) means a service performed by means of an aircraft for payment or material advantage on one or more occasions; and
- (b) includes a service for the carriage of passengers or cargo performed by means of a vehicle, other than an aircraft, which-
 - (i) is ancillary to and directly connected with a service referred to in paragraph (a); and
 - (ii) is declared by the Minister, by statutory notice, to be an air service for the purpose of any or all of the provisions of this Act;

"application" means an application for the issue, renewal, transfer or amendment of a permit, as the case may be;

"aviation law" means the Aviation Act or any enactment substituted therefor;

"contracting State"-

- (a) in relation to the International Agreement, means a State which is a contracting party to the International Agreement; and
- (b) in relation to the International Convention, means a State which is a contracting party to the International Convention;

"Corporation" means the Central African Airways Corporation constituted by the Federation of Rhodesia and Nyasaland (Dissolution) Order in Council, 1963;

"International Agreement" means the International Air Services Transit Agreement signed at Chicago in the United States of America on the 7th December, 1944, or any other international agreement amending that Agreement or substituted for that Agreement to which the Government may be a party;

"International Convention" means the Convention on International Aviation signed at Chicago in the United States of America on the 7th December, 1944, or any other international convention amending that Convention or substituted for that Convention to which the Government may be a party;

"objection" means an objection to an application;

"permit" means a permit authorising the holder to provide an air service to, from or within Zambia;

"tribunal" means a tribunal as described in section *nine*.

(2) A person who lets out on hire, with or without pilot or crew, an aircraft which is registered in Zambia in terms of the aviation law shall, for the purposes of this Act, be deemed to be providing an air service to, from or within Zambia.

(As amended by S.I. No. 301 of 1967)

Application

3. The provisions of this Act shall not apply in relation to-

- (a) an aircraft of a contracting State which, in the exercise of the privileges conferred by section 1 of the International Agreement-
 - (i) flies across Zambia without landing; or
 - (ii) lands in Zambia for non-traffic purposes; in accordance with the provisions of the International Agreement;
- (b) an aircraft of a contracting State which, in the exercise of the right conferred by Article 5 of the International Convention, makes a flight into or in transit non-stop across or a stop in Zambia in accordance with the provisions of the International Convention;
- (c) an aircraft of any country which, in the exercise of a right conferred by treaty or agreement to which the Government is a party, makes a flight into or in transit non-stop across or a stop in Zambia in accordance with the provisions of that treaty or agreement; or
- (d) an aircraft used for the provision of an air service to, from or within Zambia by such persons for such purposes and in accordance with such conditions as the Minister may determine.

*(As amended by S.I. No. 153 of 1965
and S.I. No. 301 of 1967)*

4. No person shall provide an air service to, from or within Zambia-

Air services to be provided in accordance with permits

- (a) otherwise than in accordance with the conditions of a permit issued by the Minister; or
- (b) whilst the permit authorising the provision of the air service is suspended.

(As amended by S.I. No. 301 of 1967)

PART II ISSUE, RENEWAL, TRANSFER AND AMENDMENT OF PERMITS

ISSUE, RENEWAL, TRANSFER AND AMENDMENT OF PERMITS

5. (1) An application shall be made to the Minister in such manner as the Minister may direct. Applications

(2) An applicant for the issue of a permit shall-

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- (a) state in his application-
 - (i) the particulars of the air service to be provided;
 - (ii) the proposed areas and routes of operation;
 - (iii) the numbers and types of aircraft to be used; and
 - (iv) the tariffs to be charged; and
- (b) supply thereafter such other information in connection with his application as the Minister may require.

(3) An applicant for the renewal, transfer or amendment of a permit shall-

- (a) state in his application-
 - (i) the particulars of the permit to be renewed, transferred or amended; and
 - (ii) the period of renewal or, as the case may be, the nature of the transfer or amendment; and
- (b) supply thereafter such further information in connection with his application as the Minister may require.

(As amended by S.I. No. 301 of 1967)

6. (1) An applicant shall, unless he applies for the issue of a temporary or provisional permit in terms of section *fifteen*, publish at his own expense particulars of his application in accordance with the directions of the Minister.

Applications to be published and open to inspection

(2) An application, other than an application for the issue of a temporary or provisional permit in terms of section *fifteen*, and any information supplied in connection with the application, other than information of a confidential nature that has been specifically called for by the Minister, shall be open to inspection by persons providing air services to, from or within Zambia at the offices of the Ministry of Transport and Communications during the period of twenty-one days beginning on the date of the publication referred to in subsection (1).

(3) During such period the Minister shall, in respect of any application to provide an air service to, from or within Zambia, consult with the Director of Civil Aviation appointed in terms of the aviation law, in respect of all matters relevant to the application which lie within his responsibility.

(As amended by S.I. No. 301 of 1967)

7. (1) A person shall not be qualified to object to an application unless he is a person providing an air service to, from or within Zambia.

Objections

(2) An objection to the issue, renewal, transfer or amendment of a permit shall be made and notice of the objection given to the Minister in such manner as the Minister may direct, within twenty-eight days after the publication of the particulars of the application.

(3) No objection to an application shall be valid if-

- (a) the objection does not relate to one or more of the matters specified in section *eleven*;
- (b) the objection is frivolous or vexatious; or
- (c) the objection is not made or notice of the objection is not given in accordance with the provisions of subsection (2).

(As amended by S.I. No. 153 of 1965 and S.I. No. 301 of 1967)

8. As soon as may be after the expiration of the period of twenty-eight days referred to in subsection (2) of section *seven*, the Minister-

Reference of
applications to tribunal

- (a) shall, if an objection has been made; or
- (b) may, if an objection has not been made;

refer the matter to be dealt with by a tribunal.

(As amended by S.I. No. 301 of 1967)

9. (1) A tribunal shall consist of an officer in the public service nominated by the Minister and such assessors, if any, as may be appointed by the Minister.

Tribunals

(2) Any such tribunal may be appointed generally for any period or periods, or specially for the purpose of dealing with a particular application.

(3) The powers, rights and privileges of a tribunal in an inquiry shall be the same as those conferred upon commissioners by the Inquiries Act, and the provisions of sections *seven, thirteen, fourteen* and *seventeen* of that Act shall, *mutatis mutandis*, apply in respect of a tribunal.

Cap. 42

(4) Assessors shall be entitled to such allowances as the Minister, with the approval of the Minister responsible for finance, may determine.

(As amended by S.I. No. 153 of 1965 and S.I. No. 301 of 1967)

10. (1) The Minister shall give to the applicant and any objector not less than fourteen days' notice of the date and place at which any inquiry is to be held.

Inquiries

(2) At any inquiry the applicant and any objector may appear in person or be represented and appear by a legal practitioner.

(3) The applicant or an objector shall have the right at any inquiry to make representations in support of the application or the objection, as the case may be.

(As amended by S.I. No. 301 of 1967)

11. In any inquiry a tribunal shall have regard to-

Matters tribunal must consider

- (a) whether the grant or refusal of an application is expedient in the public interest;
- (b) the need for air services in the area to be served by the proposed air service;
- (c) the existence and efficiency of air services serving the routes or the areas in or through which the proposed air service is to be provided;
- (d) any uneconomic duplication or uneconomic overlapping of air services which the proposed air service might cause;
- (e) the financial resources of the applicant and-
 - ii(i) if the application is for the issue of a permit, the likelihood of his being able to provide an air service which is satisfactory from the point of view of safety, regularity, frequency of operation, reasonableness of charges and general efficiency; or
 - i(ii) if the application is for the renewal or amendment of a permit, whether or not the applicant's existing air service is satisfactory from the point of view of safety, regularity, frequency of operation, reasonableness of charges and general efficiency;
- (f) whether or not the aircraft proposed to be used and the air service proposed to be provided are suited to the airports and the airport facilities to be used in conjunction with the proposed air service;
- (g) any objection to the application;
- (h) any other matter which, in the opinion of the tribunal, is relevant to the application; and
- (i) any views on the application expressed by the Director of Civil Aviation appointed in terms of the aviation law;
- (j) any obligation imposed upon the Government by international agreement or treaty.

(As amended by S.I. No. 301 of 1967)

12. (1) As soon as may be after the conclusion of an inquiry the tribunal shall submit a report thereon, together with its recommendations, to the Minister. Procedure after inquiry

(2) The Minister may, without reference to the applicant or any objector-

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- (a) grant the application, subject to such conditions, if any, to be inserted in the permit, and for such period, as the Minister may think fit;
- (b) reject the application; or
- (c) refer the application back to the tribunal with such instructions, with which the tribunal shall comply, as to the reopening of the inquiry and the further proceedings to be had in connection with the application, as the Minister may think fit.

(3) In coming to a decision in terms of subsection (2), the Minister-

- (a) shall have regard to the report on the proceedings of the inquiry and to the advice and recommendations of the tribunal; and
- (b) may have regard to such other information and considerations as the Minister considers relevant.

(4) No report or recommendations submitted by a tribunal in terms of subsection (1) shall be open to inspection by the applicant or any objector.

(As amended by S.I. No. 301 of 1967)

13. As soon as may be after the expiration of the period of twenty-eight days referred to in subsection (2) of section *seven*, the Minister shall, in the case of an application to which no objection has been made and which has not been referred to a tribunal in terms of section *eight*, grant the application subject to such conditions, if any, to be inserted in the permit, and for such period as the Minister may direct.

Applications with no objections

(As amended by S.I. No. 301 of 1967)

14. Copies of all permits shall be kept at the offices of the Ministry of Transport and Communication, and shall be open to inspection by any applicant or person providing an air service to, from or within Zambia.

Copies of permits open to inspection

(As amended by S.I. No. 301 of 1967)

15. Notwithstanding anything to the contrary in this Act, an applicant may apply for and the Minister may issue-

Temporary and provisional permits

- (a) a temporary permit valid for a period not exceeding twenty-one days; or
- (b) a provisional permit valid pending the publication and determination of an application;

subject to such conditions to be inserted in the permit as the Minister may consider expedient in the public interest.

(As amended by S.I. No. 301 of 1967)

PART III REVOCATION, SUSPENSION AND VARIATION OF PERMITS PART III

REVOCATION, SUSPENSION AND VARIATION OF PERMITS

16. (1) If at any time the Minister believes that-

Revocation,
suspension and
variation of permits:
inquiries

- (a) the holder of a permit has failed to comply with a condition of the permit; or
- (b) the holder of a permit, his servant or agent, has been convicted of an offence against the aviation law or any enactment relating to aviation, air navigation or air services or any other offence, wherever committed, of such a nature as, in the opinion of the Minister, makes him no longer a fit or proper person to provide or assist in providing, as the case may be, the air service to which the permit relates; or
- (c) it would be expedient in the public interest to revoke, suspend or vary a permit;

the Minister shall-

- (i) refer the matter to a tribunal for inquiry into and advice upon the circumstances; and
- (ii) give to the holder of the permit written notice of such reference and the reasons therefor.

(2) If the Minister considers it expedient in the public interest, he may, notwithstanding the provisions of sub-section (1), suspend a permit pending inquiry and report by a tribunal.

(As amended by S.I. No. 301 of 1967)

17. (1) The Minister shall give not less than twenty-one days' notice to the holder of a permit referred to in section *sixteen* of the date and place at which the inquiry is to be held.

Inquiries for purposes
of section 16

(2) At the inquiry the holder of the permit may appear in person or be represented and appear by a legal practitioner and shall have the right to make representations.

(As amended by S.I. No. 301 of 1967)

18. (1) As soon as may be after the conclusion of an inquiry the tribunal shall submit a report thereon, together with its recommendations, to the Minister who may, without reference to the holder of the permit-

Procedure after inquiry

- (a) revoke the permit;
- (b) suspend the permit for such period as the Minister thinks fit;
- (c) vary the permit in such manner as the Minister thinks fit; or
- (d) refer the matter back to the tribunal with such instructions, with which the tribunal shall comply, as to the reopening of the inquiry and the further proceedings to be had in connection with the matter, as the Minister may think fit.

(2) In deciding whether a permit should be revoked, suspended or varied the Minister-

- (a) shall have regard to the report on the proceedings of the inquiry and to the recommendations of the tribunal; and
- (b) may have regard to such other information and considerations as in his opinion are relevant.

(3) No report or recommendations of the tribunal submitted to the Minister in terms of subsection (1) shall be open to inspection by the holder of the permit.

(4) The Minister shall not be liable to refund to the holder of a permit which is revoked, suspended or varied in terms of this Act the fee, or any portion of the fee, paid on the issue of the permit.

(As amended by S.I. No. 301 of 1967)

PART IV MISCELLANEOUSPART IV

MISCELLANEOUS

19. If a holder of a permit applies for the renewal of the permit before the lapse of the period of validity of the permit, the permit shall be treated as being of force until the holder is notified in writing by the Minister that his application has been refused or the permit has been renewed.

Permits to continue in force if application made for renewal

(As amended by S.I. No. 301 of 1967)

20. The Minister may, by statutory notice, fix fees which shall be payable by applicants and fees which shall be payable on the issue, renewal, transfer or amendment of a permit. Prescribed fees

(As amended by S.I. No. 301 of 1967)

20A. (1) The Minister may, by statutory instrument, make regulations for the better carrying out of the objects and purposes of this Act, and, without prejudice to the generality of the foregoing, such regulations may make provision for- Regulations

- (a) any measures aimed at enhancing the safety and security, both on the ground and in the air, of passengers, aircraft and any personnel connected therewith;
- (b) any measures aimed at enhancing the smooth operation, both on the ground and in the air, of air services;
- (c) the terms and conditions on which passengers, baggage or cargo may be carried by any person operating an air service in, from or into Zambia.

(2) Different regulations may be made for different classes of aircraft, persons or property, and for different parts of Zambia.

(3) Regulations made under this section may prescribe penalties for the contravention thereof but no such penalty shall exceed a fine of twenty-five thousand penalty units, or a term of imprisonment not exceeding six years, or both.

(As amended by Act No. 26 of 1979 and Act No. 13 of 1994)

21. A person who-

- (a) procures or attempts to procure for himself or another a permit by means of fraud, a false representation or the concealment of a material fact;
- (b) makes or causes to be made in connection with an application a false declaration in a document used for the purposes of the application;
- (c) forges or utters, knowing the same to be forged, a document purporting to be a permit; or
- (d) contravenes the provisions of section *four*;

Offences and penalties

shall be guilty of an offence and liable-

- (i) on first conviction, to a fine not exceeding six thousand penalty units or to imprisonment for a period not exceeding two years, or to both; and

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- (ii) on a second or subsequent conviction, to a fine not exceeding sixty thousand penalty units or to imprisonment for a period not exceeding ten years, or to both.

(As amended by Act No. 13 of 1994)

SUBSIDIARY LEGISLATION

SECTION 20A-THE ZAMBIA AIR SERVICES REGULATIONS

*Statutory Instrument
50 of 1982*

Regulations by the Minister

1. (1) These Regulations may be cited as the Zambia Air Services Regulations.

Title and
commencement

- (2) These Regulations shall come into operation on the 1st April, 1982.

2. (1) The General Conditions of Carriage for Passengers and Baggage shall be as set out in the First Schedule.

Conditions of carriage

- (2) The General Conditions of Carriage for Cargo shall be as set out in the Second Schedule.

- (3) The Special Conditions of Carriage for Air Express Parcels shall be as set out in Part 1 of the Third Schedule; and the Special Conditions of Carriage for Air Express Letters shall be as set out in Part 2 of the Third Schedule.

FIRST SCHEDULE

(Regulation 1 (1))

GENERAL CONDITIONS OF CARRIAGE FOR PASSENGERS AND BAGGAGE

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ARTICLE I

DEFINITIONS

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

"baggage" means such articles, effects and other personal property of a passenger as are necessary or appropriate for wear, use, comfort or convenience in connection with his trip. Unless otherwise specified, it shall include both checked and unchecked baggage of the passenger;

"baggage check" means those portions of the ticket which provide for the carriage of passenger's checked baggage;

"baggage tag" means a document issued by Carrier solely for identification of checked baggage, the baggage (strap) tag portion of which is attached by Carrier to a particular article of checked baggage and the baggage (identification) tag portion of which is given to the passenger;

"carriage" which is equivalent to the term transportation, means carriage of passengers and/or baggage by air, whether gratuitously or for reward;

"Carrier" includes the air carrier issuing the ticket and all air carriers that carry or undertake to carry the passenger and/or his baggage thereunder or perform or undertake to perform any other services related to such air carriage;

"checked baggage" means baggage of which Carrier takes sole custody and for which Carrier has issued a baggage check;

"conjunction ticket" means a ticket issued to a passenger in conjunction with another ticket which together constitute a single contract of carriage;

"Convention" means the Convention for the Unification of Certain Rules Relating to International Carriage by Air signed at Warsaw, October 12, 1929, or the Warsaw Convention as amended at The Hague, 1955, whichever may be applicable to the carriage under the contract of carriage;

"damage" includes death, injury, delay, loss or other damage of whatsoever nature arising out of or in connection with carriage or other services performed by Carrier incidental thereto;

"days" means calendar days, including Sundays and legal holidays:

Provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted; and that for purposes of determining duration of validity the day upon which the ticket is issued, or flight commenced, shall not be counted;

"flight coupon" means that portion of the ticket that bears the notation "Good for Passage" and indicates the particular places between which the coupon is good for carriage;

"French gold francs" means francs consisting of 65 1/2 milligrams of gold with a fineness of nine hundred thousandths:

Provided that sums mentioned in terms of French gold francs in these conditions shall be converted into national currencies, in the absence of any applicable national law governing such conversions, as follows:

One French gold franc shall be deemed to be one-fifteenth of one Special Drawing Right as defined by the International Monetary Fund, and any sum so arrived at in terms of the Special Drawing Right shall then be converted into national currencies according to the value of such currencies in terms of the Special Drawing Right. The value of a national currency, in terms of the Special Drawing Right, of a state which is a member of the International Monetary Fund, shall be calculated in accordance with the method of valuation applied by the International Monetary Fund for its operation and transactions. The value of a national currency, in terms of the Special Drawing Right, of a state which is not a member of the International Monetary Fund shall be calculated in a manner determined by that state.

"International carriage as defined by the Warsaw Convention" means carriage in which according to the contract made by the parties the place of departure and the place of destination, whether or not there be a break in the carriage or a trans-shipment, are situated either within the territories of two High Contracting Parties to the Warsaw Convention one or both of which have not ratified The Hague Protocol or within the territory of a single High Contracting Party not having ratified The Hague Protocol if there is an agreed stopping place within the territory subject to the sovereignty, suzerainty, mandate or authority of another Power even though that Power is not a High Contracting Party;

"International carriage as defined by the Warsaw Convention as amended at The Hague, 1955" means carriage in which according to the agreement between the parties the place of departure and the place of destination, whether or not there be a break in the carriage or a trans-shipment, are situated either within the territories of states both of which have

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ARTICLE II

APPLICABILITY

General

1. These Conditions are the Conditions of Carriage referred to in the ticket and, except as provided in paragraphs 2, 3, 4, 5 and 6 of this Article, apply to all carriage of passengers and baggage, including services incidental thereto, performed by Carrier for reward.

Not Applicable to USA and Canada

2. These Conditions do not apply to carriage between places in the United States or in Canada or between a place in the United States or in Canada and any place outside thereof to which tariffs in force in those countries apply. The tariffs applicable to such carriage are available for inspection at the offices of Carrier.

Gratuitous Carriage

3. These Conditions also apply to gratuitous carriage except to the extent that Carrier has provided otherwise in its Regulations or in the relevant contracts, passes or tickets.

Conditions Subject to Change-Effectiveness

4. 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 by the first flight coupon of the ticket except as otherwise provided in Carrier's Regulations.

Charters

5. Carriage performed pursuant to a charter agreement with Carrier shall be subject to the Charter Regulations (if any) of Carrier applicable thereto, and these Conditions shall not apply except to the extent provided in the said Charter Regulations. Where Carrier has no Charter Regulations applicable to such carriage, these Conditions shall apply to such carriage except as far as Carrier has in the said charter agreement, or ticket issued in connection with it, excluded the application of all or any part of them. In case of any inconsistency between these Conditions and the provisions contained or referred to in the said charter agreement the latter shall prevail. The passenger, by accepting the carriage pursuant to the said charter agreement, whether or not concluded with the passenger, agrees to be bound by the applicable provisions of such agreement.

Overriding Law

6. In so far as any provision contained or referred to herein may be contrary to anything contained in the Convention, laws, government regulations, orders or requirements which cannot be waived by agreement of the parties, such provision shall remain applicable and be considered as part of the contract of carriage to the extent only that such provision is not contrary thereto. The invalidity of any provision shall not have the effect of invalidating any other provision.

Conditions Prevail over Regulations

7. Save as provided herein, in the event of inconsistency between these Conditions and Carrier's Regulations, these Conditions shall prevail.

ARTICLE III

TICKETS

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Ticket Prima Facie Evidence of Contract

1. (a) The ticket constitutes *prima facie* evidence of the contract of carriage between Carrier and the passenger. The conditions of contract contained in the ticket are a summary of some of the provisions of these Conditions of Carriage.

Requirement for Ticket

(b) A person shall not be entitled to be carried on a flight unless he presents a ticket valid and duly issued in accordance with Carrier's Regulations and containing the flight coupon for that flight and all other unused flight coupons, and the passenger coupon. A passenger shall furthermore not be entitled to be carried if the ticket he presents is mutilated or if it has been altered otherwise than by Carrier or his authorised agent.

Loss, etc., of Ticket

(c) 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, Carrier may at the passenger's request replace such ticket or part thereof by issuing a new ticket without further charge on receipt of proof satisfactory to Carrier that a ticket valid for the flights in question was duly issued, provided that the passenger undertakes in such form as may be prescribed by Carrier to pay to Carrier the fare applicable to the new ticket in the event, and to the extent, that the lost or missing ticket or the missing flight coupons are used by any person, or that refund in respect thereof is made to any person.

Ticket not Transferable

(d) A ticket is not transferable. If a ticket is presented by someone other than the person entitled to be carried thereunder or to a refund in connection therewith, Carrier shall not be liable to the person so entitled if in good faith it provides carriage or makes a refund to the person presenting the ticket.

(e) Each flight 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 are issued without a reservation being specified thereon, space will be reserved on application subject to availability of space on the flight applied for.

Period of Validity

2. (a) A ticket issued at the normal fare is valid for carriage for one year from the date of commencement of flight or if no portion of the ticket is used, from the date of issue thereof. A ticket issued at other than the normal fare is valid for carriage or for refund only for the period and subject to the conditions prescribed in Carrier's Regulations or in the ticket itself.

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Extension of Validity

(b) If a passenger is prevented from travelling within the period of validity of his ticket because Carrier-

- (i) cancels the flight on which the passenger holds a reservation; or
- (ii) omits a scheduled stop, being the passenger's place of departure, place of destination or place of stopover; or
- (iii) fails to operate a flight reasonably according to schedule; or
- (iv) causes the passenger to miss a connection; or
- (v) substitutes a different class of service; or
- (vi) is unable to provide space that has been reserved;

the validity of such passenger's ticket will be extended until Carrier's first flight on which space is available in the class of service for which the fare has been paid.

(c) When a passenger holding a normal fare ticket, or a special fare ticket which has the same validity as a normal fare ticket, is prevented from travelling within the period of validity of his ticket because at the time such passenger requests reservation Carrier is unable to provide space on the flight, the validity of such passenger's ticket will be extended until Carrier's first flight on which space is available in the class of service for which the fare has been paid, but not for more than seven days.

(d) When a passenger after having commenced his journey is prevented from travelling within the period of validity of his ticket by reason of illness, Carrier will extend, provided such extension is not precluded by Carrier's Regulations governing the fare paid by the passenger, the period of validity of such passenger's ticket until the date when he becomes fit to travel according to a medical certificate, or until Carrier's first flight after such date from the point where the journey is resumed on which space is available in the class of service for which the fare has been paid. When the flight coupons remaining in the ticket involve one or more stopovers, the validity of such ticket will be extended for not more than three months from the date shown on such certificate in the case of a normal fare ticket or a special fare ticket having the same validity as a normal fare ticket, and for not more than seven days in any other case. In such circumstances, Carrier will extend similarly the period of validity of tickets of other members of his immediate family accompanying an incapacitated passenger.

Coupon Sequence and Production

3. Carrier will honour flight coupons only in sequence from the place of departure as shown on the passenger coupon. The passenger coupon and all unused flight coupons not previously surrendered to Carrier shall be retained by the passenger throughout his journey and shall be produced and the applicable flight coupons surrendered to Carrier at Carrier's request.

Name and Address of Carrier

4. Carrier's name may be abbreviated in the ticket, the full name and its abbreviation being set forth in Carrier's Regulations or time-tables; Carrier's address shall be the airport of departure shown opposite the first abbreviation of Carrier's name in the ticket.

ARTICLE IV

STOPOVERS AND AGREED STOPPING PLACES

The Laws of Zambia

When Stopovers Permitted

1. In the case of a passenger holding a ticket issued at the normal fare stopovers within the period of validity of the ticket will be permitted at any scheduled stop (subject to paragraph 2 below) unless Government requirements or Carrier's Regulations or time-tables do not permit such stopover. In the case of passengers holding tickets at special fares, stopovers are in addition subject to the limitations or prohibitions on stopovers as provided in Carrier's Regulations. Additional charges for stopovers will be payable as provided in Carrier's Regulations.

Advance Arrangements Required

2. Stopovers will be permitted only if arranged with Carrier in advance and provided for in the ticket.

Agreed Stopping

3. For the purposes of the Convention and of these Conditions the agreed stopping places (which may be altered by Carrier in accordance with Article X) are those places, except the place of departure and the place of destination, set forth in the ticket or as shown in Carrier's time-table as scheduled stopping places on the passenger's route.

ARTICLE V

FARES, CHARGES AND ROUTINGS

The Laws of Zambia

General

1. 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 centres, unless Carrier's Regulations provide that such ground transport will be furnished without additional charges.

Applicable Fares

2. Applicable fares for carriage governed by these Conditions are those published by Carrier or, if not so published, constructed in accordance with Carrier's Regulations. Except as otherwise provided in Carrier's 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 Carrier, in accordance with Carrier's Regulations.

Precedence of Fares

3. 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

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

Currency

5. Subject to applicable law, fares and charges are payable in any 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 rate of exchange established for such purpose by Carrier, the current statement of which is available for inspection by the passenger at Carrier's office where the ticket is purchased.

Payment of Fares and Charges

6. Carrier shall not be obliged to carry, and may refuse onward carriage of a passenger or his baggage, if the applicable fare or any charges or taxes payable have not been paid, or if credit arrangements agreed between Carrier and the passenger (or the person paying for the ticket) have not been complied with. On refusal by Carrier to carry the passenger or his baggage in accordance with the provisions of this paragraph, Carrier's sole liability shall be to refund any amount that may be payable under Article XI, paragraph 3 (b), of these Conditions.

ARTICLE VI

CHANGES TO TICKET OR SCHEDULES, MISSED CONNECTIONS

The Laws of Zambia

Changes Requested by Passenger

1. Changes to the ticket requested by the passenger will be subject to Carrier's Regulations.

Cancellation, Changes of Schedule, etc.

2. If Carrier cancels a flight, fails to operate reasonably according to schedules, substitutes a different type of equipment or different class of service, is unable to provide previously confirmed space, or causes a passenger to miss a connecting flight on which he holds a reservation, Carrier, with due consideration to the passenger's reasonable interests, shall-

- (a) carry the passenger on another of its scheduled passenger services on which space is available; or
- (b) 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. If the fare, excess baggage charges, and any applicable service charge for the revised routing is higher than the refund value of the ticket or applicable portion thereof as determined under Article XI, paragraph 3 (b), Carrier shall require no additional fare or charge from the passenger and shall refund the difference if the fare and charges for the revised routing are lower; or
- (c) make a refund in accordance with the provisions of Article XI, paragraph 3 (b)

ARTICLE VII

RESERVATIONS

The Laws of Zambia

Reservation Requirements

1. (a) A reservation of space on a flight shall not be effective and binding on Carrier unless (i) a ticket for that flight has been duly issued to the passenger and the reservation entered on the appropriate flight coupon by Carrier or its authorised agent; or (ii) the passenger has made a deposit in the amount and within the time limit prescribed in Carrier's Regulations. A reservation that does not comply with one or other of these requirements may be cancelled by Carrier at any time without notice.

(b) On failure of Carrier to provide space in the class of service for which a reservation has been duly made in accordance with sub-paragraph (a) and paragraph 6 hereof, Carrier shall be liable to the extent provided in Article XVII, paragraph 3 (i).

No Particular Space Guaranteed

2. Carrier does not undertake to provide any particular seat in the aircraft. The passenger agrees to accept any seat that may be allotted to him on the flight in the class of service for which his ticket has been issued.

Time of Arrival at Check-in

3. The passenger shall arrive at Carrier's check-in location at the airport or other point of departure at the time fixed by Carrier or, if no time is fixed, sufficiently in advance of flight departure to permit completion of government formalities and departure procedures. If the passenger fails so to arrive in time at Carrier's check-in location at such airport or other point of departure, or appears improperly documented and not ready to travel, Carrier may cancel the space reserved for him. Departures will not be delayed for passengers who arrive at Carrier's check-in location at airports or other points of departure too late in Carrier's opinion for such formalities to be completed before scheduled departure time. Carrier is not liable to the passenger for loss or expenses due to the passenger's failure to comply with the provisions of this paragraph.

Service Charge When Space Not Occupied

4. A service charge in accordance with Carrier's Regulations shall be payable by any passenger who fails to arrive at Carrier's check-in location at the airport or other point of departure by the time fixed by Carrier (or if no time is fixed, sufficiently in advance of flight departure to permit completion of government formalities and departure procedures) or appears improperly documented and not ready to travel, and as a consequence thereof does not use space for which a reservation has been made for him, or who cancels his reservation later than the time limit for cancellation prescribed in Carrier's Regulations. The service charge shall not be payable if the passenger's failure to cancel his reservation or to arrive in time is due to a flight delay or cancellation, or omission of a scheduled stop, or failure to provide reserved space, or to medical reasons supported by a doctor's certificate.

Communications Expenses

5. The passenger will be charged for communications expenses incurred by Carrier as the result of a request by the passenger in connection with his reservation or journey other than communications expenses incurred in securing his original reservation on a flight.

Reconfirmation of Reservations

6. Any onward or return reservation shall be subject to the requirement to reconfirm the reservation in accordance with and within the time limits specified in Carrier's Regulations. Failure to comply with any such requirement will entitle Carrier to cancel the onward or return reservation.

Cancellation of Onward Reservations Made by Carrier

7. If a passenger fails to occupy space that has been reserved for him on a flight, Carrier shall be entitled to cancel or to request cancellation of any onward or return reservations that Carrier has made or procured for the passenger.

ARTICLE VIII

REFUSAL OF CARRIAGE

The Laws of Zambia

Right to Refuse Carriage

1. Carrier will refuse carriage or onward carriage, or will cancel the reservation of any passenger when, in the exercise of its reasonable discretion, Carrier decides-

- (a) that such action is necessary for reasons of safety; or
- (b) that such action is necessary to prevent violation of any applicable laws, regulations, or orders of any state or country to be flown from, into or over; or
- (c) that the conduct, age, or mental or physical state of the passenger is such as to-
 - (i) require special assistance of Carrier; or
 - (ii) cause discomfort or make himself objectionable to other passengers; or
 - (iii) involve any hazard or risk to himself or to other persons or to property; or
- (d) that such action is necessary owing to the failure of the passenger to observe the instructions of Carrier.

Recourse When Carriage Refused

2. The sole recourse of any person so refused carriage or whose reservation is cancelled for any reason specified in the preceding paragraph shall be recovery of the refund value, in accordance with Article XI, paragraph 3 (b), of the unused portion of his ticket from the Carrier so refusing, or cancelling. In cases falling under paragraph 1 (c)(ii) or 1 (d) of this Article the refund will be subject to deduction of any applicable service charge.

Weight or Seating Limitation

3. If the aircraft's weight limitations or seating capacity would otherwise be exceeded, Carrier shall decide in its reasonable discretion which passengers or articles shall not be carried.

Carriage of Children

4. Children will be accepted for carriage subject to the provisions of and to compliance with the requirements of Carrier's Regulations.

ARTICLE IX

BAGGAGE

The Laws of Zambia

Articles Unacceptable as Baggage

1. (a) The passenger shall not include in his baggage:

(i) Articles which do not constitute baggage as defined in Article I hereof.

(ii) Articles which are likely to endanger the aircraft or persons or property on board the aircraft, including (but without limitation) explosives, compressed gases, corrosives, oxidising radio-active or magnetised materials that are easily ignited, poisonous, offensive or irritating substances, and liquids (other than liquids in the passenger's unchecked baggage for his use in the course of the journey).

(iii) Articles the carriage of which is prohibited by the applicable laws, regulations or orders of any state to be flown from, to or over.

(iv) Articles which in the opinion of Carrier are unsuitable for carriage by reason of their weight, size or character.

(v) Live animals, except that dogs, cats, household birds and other pets will be accepted for carriage subject to the provisions of paragraph 10 of this Article.

(b) If the passenger is in possession of, or if his baggage includes any arms or munitions, he shall present them to Carrier for inspection prior to commencement of carriage. If Carrier accepts such articles for carriage it may require them to be delivered to and remain in its custody until the passenger's arrival at the airport building at the place of destination.

Right to Refuse Carriage

2. Carrier may refuse carriage as baggage of any article described in paragraph 1 of this Article and may refuse further carriage of any baggage on discovering that it consists of or includes any such articles.

Right of Search

3. Carrier may request the passenger to permit a search to be made of his person and his baggage, and may search the passenger's baggage in his absence if the passenger is not available for such permission to be sought, for the purpose of determining whether he is in possession of or whether his baggage contains any article described in paragraph 1 (a) above or any arms or munitions which have not been presented to Carrier in accordance with paragraph 1 (b) above. If the passenger is unwilling to comply with such request Carrier may refuse to carry the passenger or his baggage and in that event Carrier shall be under no liability to the passenger except to refund to him in accordance with the provisions of Article XI, paragraph 3 (b), of these Conditions.

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4. If Carrier accepts as baggage articles which do not constitute baggage as defined in Article I hereof, the carriage thereof shall nevertheless be subject to the charges, limitations of liability and other provisions of these Conditions applicable to the carriage of baggage.

Checked Baggage

5. (a) Upon delivery to Carrier of baggage to be checked, Carrier shall take custody thereof. Carrier will thereupon make an appropriate entry on the ticket which act shall constitute the issue of the baggage check. Baggage (identification) tags that may be issued by the Carrier in addition to the baggage check are for identification purposes only.

(b) Carrier may refuse to accept baggage as checked baggage unless it is properly packed in suitcases or similar containers to ensure safe carriage with ordinary care in handling.

(c) The passenger shall not include in his checked baggage, and Carrier may refuse to carry as checked baggage, fragile or perishable articles, money, jewellery, precious metals, negotiable papers, securities or other valuables, business documents or samples.

(d) Checked baggage will be carried on the same aircraft as the passenger unless Carrier decides that this is impracticable, in which case Carrier will carry the checked baggage on Carrier's next preceding or subsequent flight on which space is available.

Free Baggage Allowance

6. 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 or point of stopover by the same flight, present themselves and their baggage for travelling at the same time and place, they shall be permitted a total free baggage allowance equal to the combination of their individual free baggage allowances.

Excess Baggage

7. The passenger shall pay a charge for the carriage of baggage in excess of the free baggage allowance at the rate and in the manner provided in Carrier's Regulations.

Excess Value Declaration and Charge

8. (a) A passenger may declare a value for checked baggage in excess of 250 French gold francs or its equivalent in Zambian Kwacha per kilogram for checked baggage. If the passenger makes such a declaration, he shall pay the applicable charges in accordance with Carrier's Regulations.

(b) Except as otherwise provided in Carrier's Regulations, excess value charges shall be payable at the point of origin for the entire journey to final destination:

Provided that if at a stopover en route a passenger declares a higher excess value than that originally declared, additional excess value charges for the increased value from such stopover to final destination shall be payable.

(c) Nothing contained herein shall entitle the passenger to declare such excess value for baggage in connection with carriage over Carrier's route in relation to which the Carrier's Regulations do not provide for such declarations unless the carriage over such route forms a part of carriage by successive Carriers including routes in respect of which such declarations are provided for by the Regulations of the Carriers concerned.

Collection and Delivery of Baggage

9. (a) The passenger shall collect his baggage as soon as it is available for collection at place of destination or stopover.

(b) Carrier shall deliver checked baggage to the bearer of the baggage check upon payment of all unpaid sums due to Carrier under the contract of carriage. Carrier is under no obligation to ascertain that the bearer of the baggage check is entitled to delivery of the baggage and Carrier is not liable for any loss, damage, or expenses arising out of or in connection with its failure so to ascertain. Delivery of baggage will be made at the destination shown in the baggage check.

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(c) If a person claiming the baggage is unable to produce the baggage check and identify the baggage by means of a baggage (identification) tag, if one has been issued, Carrier will deliver the baggage to such person only on condition that he establishes to Carrier's satisfaction his right thereto, and if required by Carrier, such person shall furnish adequate security to indemnify Carrier for any loss, damage or expense which may be incurred by Carrier as a result of such delivery.

(d) Acceptance of baggage by the bearer of the baggage check without written complaint at the time of delivery is *prima facie* evidence that the baggage has been delivered in good condition and in accordance with the contract of carriage.

Pets and "Seeing-Eye" Dogs

10. (a) 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 be accepted for carriage, subject to Carrier's Regulations.

(b) The weight of accompanied pets including the weight of containers and food carried shall not be included in the free baggage allowance of the passenger but shall be charged to and paid by the passenger at the rate applicable to excess baggage.

(c) "Seeing-eye" dogs together with containers and food will be carried free of charge in addition to the normal free baggage allowance, subject to Carrier's Regulations.

(d) Acceptance for carriage of pets or "seeing-eye" dogs is subject to the condition that the passenger assumes full responsibility for such pet or dog. Carrier shall not be liable for injury to or loss, delay, sickness or death of such pet or dog or in the event that it is refused entry into or passage through any country, state or territory.

ARTICLE X

SCHEDULES, CANCELLATION OF FLIGHTS

Time and Schedules not Guaranteed

1. (a) Carrier undertakes to use its best efforts to carry the passenger and his baggage with reasonable dispatch. Time shown in the ticket, time-tables 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 in schedules and may without notice substitute alternate carriers or aircraft.

(c) Carrier will not be liable for errors or omissions in time-tables or other publications of schedules or in statements or representations made by employees, agents or representatives of Carrier as to the dates or times of departure or as to the operation of any flight.

Right to Cancel, Postpone, etc.

2. When circumstances so require Carrier may without notice cancel, terminate, divert, postpone, or delay any flight, and in any of these events Carrier shall with due consideration to the passenger's reasonable interests carry, re-route, or make a refund to the passenger as provided in Article VI, paragraph 2, but shall be under no further liability to him.

ARTICLE XI

REFUNDS

The Laws of Zambia

General

1. On failure by Carrier to provide carriage in accordance with the contract of carriage, or on voluntary change of his arrangements by the passenger, refund for an unused ticket or portion thereof shall be made by Carrier in accordance with the following paragraphs of this Article and the further provisions relating to refund contained in Carrier's Regulations.

Person to Whom Refund Will be Made

2. (a) Except as hereinafter provided in this paragraph, 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.

(b) If at the request of the person paying for a ticket, being a person other than the passenger named in the ticket, Carrier has indicated on the ticket at the time of issue that there is a restriction on refund, Carrier shall make refund only to the person paying for the ticket or to his order.

(c) Except in the case of lost tickets refunds will only be made on production to Carrier of the passenger coupon and surrender of all unused flight coupons.

(d) A refund made to anyone presenting the passenger coupon and all unused flight coupons and holding himself out as a person to whom refund may be made in terms of sub-paragraphs (a) or (b) of this paragraph shall be deemed a refund to such person.

(e) A refund made to a person in accordance with this paragraph shall discharge Carrier from liability to refund and no other person shall be entitled to claim further refund.

Amount of Refund

3. (a) The amount of any refund payable by the Carrier in respect of an unused ticket or portion thereof shall be determined in accordance with Carrier's Regulations.

(b) If the passenger is prevented from using the carriage, or part thereof, provided for in his ticket because of cancellation of a flight, or postponement or delay of a flight, or omission of a stop provided for in the ticket, or inability of Carrier to provide previously confirmed space, or substitution of a type of aircraft or class of service other than that for which the fare has been paid, or because Carrier causes the passenger to miss a connection flight on which he holds a reservation, or because of removal of or refusal to carry the passenger in accordance with Article V, paragraph 6, or Article VIII, paragraph 1, or Article IX, paragraph 3, the amount of the refund shall be calculated in accordance with Carrier's Regulations relating to refunds described therein as "Involuntary Refunds". Carrier will furthermore refund to the passenger any communications expenses paid by the passenger in accordance with Article VII, paragraph 5.

(c) In cases other than those set out in sub-paragraph (b) of this paragraph the amount of the refund shall be calculated in accordance with Carrier's Regulations relating to refunds described therein as "Voluntary Refunds".

Refund on Lost Ticket

(a) If a ticket or portion thereof is lost, refund will be made on proof of loss satisfactory to Carrier, provided that the lost ticket or portion thereof has not been used or previously refunded or replaced free of charge, and provided further that the person to whom the refund is made undertakes in such form as may be prescribed by Carrier to repay to Carrier 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.

Right to Refuse Refund

4. (a) Carrier may refuse refund when application therefor is made later than thirty days 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 therefrom, unless the passenger establishes to Carrier's satisfaction that he has permission to remain in the country or that he will depart therefrom by another carrier or another means of transport.

Currency

5. All refunds will be subject to government laws, rules and regulations or orders 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 fare was paid, or at the option of Carrier in the currency of the country of the Carrier making the refund or of the country where the refund is made or of the country in which the ticket was purchased, in an amount equivalent to the amount due in the currency in which the fare or fares for the flight covered by the ticket as originally issued was collected.

By Whom Ticket Refundable

6. Refund will be made only by the Carrier which originally issued the ticket. When a ticket is

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ARTICLE XII

GROUND TRANSFER SERVICE

General

1. Unless otherwise provided in Carrier's Regulations, Carrier does not maintain, operate or provide ground transfer services between airports or between airports and town centres. Carrier is not liable for the acts or omissions of the operator of such ground transfer services and shall not be liable therefor by reason of anything done by an employee or agent of Carrier in assisting the passenger to avail himself of such services.

Conditions and Regulations Apply

2. In cases where Carrier itself maintains and operates for its passengers ground transfer services, these Conditions and Carrier's Regulations shall be deemed applicable to such ground transfer services. Charges for the use of ground transfer services maintained and operated by Carrier itself shall be payable by the passenger in accordance with Carrier's Regulations. No portion of the fare shall be refundable if such ground transfer services are not used by the passenger.

ARTICLE XIII

SERVICE IN AIRCRAFT AND GROUND ARRANGEMENTS

Meals, etc., in Aircraft

1. Meals served in the aircraft will be free of charge except as otherwise provided in Carrier's Regulations. Liquor, and the provision of in-flight entertainment, will be charged for in accordance with Carrier's Regulations.

Hotel Expenses and Meals on Ground

2. Hotel expenses and 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.

Arrangements by Carrier

3. In making arrangements for hotel accommodation or the provision of other board or lodging for passengers, or for excursion trips on the ground or other similar arrangements, whether or not the cost of such arrangements is for the account of Carrier, Carrier acts only as agent for the passenger and Carrier is not liable for loss, damage or expense of any nature whatsoever incurred by the passenger as a result of or in connection with the use by the passenger of such accommodation or arrangements or the denial of the use thereof to the passenger by any other person, company or agency.

ARTICLE XIV

TAXES

Any tax or charge imposed by government or by municipal 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 and shall be payable by the passenger, except as otherwise provided in Carrier's Regulations.

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ARTICLE XV

ADMINISTRATIVE FORMALITIES

General

1. The passenger shall comply with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or over, and with Carrier's rules 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 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 to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

Travel Documents

2. The passenger shall present all exit, entry, health and other documents required by laws, regulations, orders, demands or requirements of the countries concerned. 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 are not complete. Carrier is not liable to the passenger for loss or expenses due to the passenger's failure to comply with the requirements of this paragraph.

Refusal of Entry

3. Subject to applicable laws and regulations, the passenger agrees to pay the applicable fare 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.

Passenger Responsible for Fines, etc.

4. 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 refund to Carrier any amount so paid or deposited and any expenditure so incurred.

Customs Inspection

5. 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.

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

ARTICLE XVI

SUCCESSIVE CARRIERS

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

ARTICLE XVII

LIABILITY FOR DAMAGE

The Laws of Zambia

1. Carriage hereunder is subject to the rules and limitations relating to liability established by the Convention unless such carriage is not international carriage to which the Convention applies. In International Carriage as defined by the Warsaw Convention the liability of the Carrier for each passenger is limited to the sum of 125,000 French gold francs or its equivalent in Zambian Kwacha and in International Carriage as defined by the Warsaw Convention as amended at The Hague, 1955, the liability of the Carrier is limited to 250,000 French gold francs, or its equivalent in Zambian Kwacha.

For Carriers who are Parties to Montreal Agreement

Special Agreement applicable to carriage to, from or with, an agreed stopping place in the United States of America (see applicable US tariffs).

Special Agreement

The Carrier shall avail itself of the limitation of liability provided in the Convention. However, in accordance with Article 22 (1) of the Convention Carriers agree that as to all international carriage by such Carriers to which the Convention applies and which according to the Contract of Carriage 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 or its equivalent in Zambian Kwacha 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 or its equivalent in Zambian Kwacha inclusive of legal fees and costs;
- (b) such Carrier shall not, with respect to any claim arising out of the death, wounding or other bodily injury of a passenger, avail themselves of any defence 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 wilfully 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 paragraph 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 any liability with respect to the portion of the carriage performed by such Carrier.

2. In carriage which is not international carriage to which the Convention applies:

- (a) Carrier shall be liable for damage to a passenger or his checked baggage only if such damage has been caused by the negligence of Carrier. If there has been contributory negligence on the part of the passenger Carrier's liability shall be subject to the applicable law relating to contributory negligence.
- (b) The liability of Carrier in respect of each passenger for death, wounding, or other bodily injury shall be limited to the sum of 250,000 French gold francs or its equivalent in Zambian Kwacha provided that if in accordance with applicable law a different limit of liability is applicable such different limit shall apply.
- (c) With respect to delay, Carrier shall be under no liability except as provided in these Conditions of Carriage.

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

- (a) Carrier is liable only for damage occurring on its own line. A Carrier issuing a ticket or checking baggage over the lines of another Carrier does so only as agent for such other Carrier. Nevertheless, with respect to checked baggage the passenger shall also have a right of action against the first or last Carrier.
- (b) Carrier is not liable for damage to unchecked baggage unless such damage is caused by the negligence of Carrier. If there has been contributory negligence on the part of the passenger Carrier's liability shall be subject to the applicable law relating to contributory negligence.
- (c) Carrier is not liable for any damage arising from its compliance with any laws or government regulations, orders or requirements, or from failure of the passenger to comply with the same.
- (d) The liability of Carrier in the case of damage to checked baggage shall be limited to 250 French gold francs or its equivalent in Zambian Kwacha per kilogram and in the case of damage to unchecked baggage is limited to 5,000 French gold francs or its equivalent in Zambian Kwacha per passenger unless, in the case of checked baggage, a higher valuation is declared as provided in Article XI, paragraph 8. In that event the liability of Carrier shall be limited to such higher declared value.

In the event of delivery to the passenger of part but not all of his checked baggage, or in the event of damage to part but not all of such baggage, the liability of Carrier with respect to the undelivered or damaged portion shall be reduced proportionately on the basis of weight, notwithstanding the value of any part of the baggage or contents thereof.

- (e) Carrier's liability shall not exceed the amount of proved damages. Carrier shall furthermore not be liable for indirect or consequential damages.
- (f) Carrier is not liable for damage to a passenger's baggage caused by property contained in the passenger's baggage. Any passenger whose property causes damage to another passenger's baggage or to the property of Carrier shall indemnify Carrier for all losses and expenses incurred by Carrier as a result thereof.
- (g) Carrier is not liable for damage to fragile or perishable articles, money, jewellery, precious stones or metals, silverware, negotiable papers, securities, or other identification documents or samples which are included in the passenger's checked baggage, whether with or without the knowledge of Carrier.
- (h) If a passenger is carried whose age or mental or physical condition is such as to involve any hazard or risk to himself, Carrier shall not be liable for any illness, injury or disability, including death, attributable to such condition or for the aggravation of such conditions.
- (i) On failure of Carrier, otherwise than in circumstances beyond the control of Carrier or in the circumstances referred to in Article VIII, to provide space in the class of service for which a reservation has been duly made in accordance with Article VII, paragraphs 1 and 6 thereof, Carrier shall be liable for damages sustained by the passenger as the result of such failure:

Provided that Carrier's liability for such failure shall be limited to reimbursement of the reasonable expenses of the passenger for accommodation, meals, communications and ground transport to and from the airport, and to compensation for any other damages sustained by the passenger at a rate not exceeding US\$50.00 or its equivalent in Zambian Kwacha per day or part thereof up to the time when Carrier is able to provide such space either on another of its own services or on the services of another Carrier.

- (j) 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 and such person's agent, servants and representatives. The aggregate amount recoverable from Carrier and from agents, servants, representatives and person shall not exceed the amount of Carrier's limit of liability.

4. Unless so expressly provided nothing herein contained shall waive any exclusion or limitation of liability of Carrier under the Convention or applicable laws.

ARTICLE XVIII

TIME LIMITATION ON CLAIMS AND ACTIONS

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Notice of Claims

1. No action shall lie in the case of damage to baggage unless the person entitled to delivery complains to the Carrier 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 twenty-one days from the date on which the baggage has been placed at his disposal. Every complaint must be made in writing and dispatched within the times aforesaid.

Limitation of Actions

2. Any right to damages shall be extinguished if an action is not 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 seised of the case.

ARTICLE XIX

MODIFICATION AND WAIVER

No agent, servant or representative of Carrier has authority to alter, modify or waive any provision of these Conditions of Carriage or of Carrier's Regulations.

ARTICLE XX

HEADINGS

Headings are for ease of reference only and are not part of these Conditions of Carriage.

Name of Carrier:

Abbreviation of Name:

SECOND SCHEDULE

(Regulation 2 (2))

GENERAL CONDITIONS OF CARRIAGE FOR CARGO

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ARTICLE 1

DEFINITIONS

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"Air-Waybill", which is equivalent to the term air consignment note, means the document entitled "Air-Waybill/Air Consignment Note" made out by or on behalf of the shipper which evidences the contract between the shipper and Carrier(s) for carriage of goods over routes of the Carrier(s);

"cargo" which is equivalent to the term goods, means any property carried or to be carried in an aircraft, other than mail or other property carried under the terms of an international postal convention, baggage or property of the Carrier; provided that baggage moving under an Air-Waybill is cargo;

"carriage", which is equivalent to the term transportation, means carriage of cargo by air, gratuitously or for hire;

"Carrier" includes the air carrier issuing the Air-Waybill and all air carriers that carry or undertake to carry the cargo under such Air-Waybill or to perform any other services related to such air carriage;

"Carrier's Regulations" are any conditions or provisions contained in Carrier's tariffs, time-tables, manuals, circulars or other written notices whether for public information or for internal use of Carrier and those publications to which reference is made therein directly or indirectly relating to carriage as defined in these conditions. They may be inspected at Carrier's offices;

"charge" means an amount to be paid for carriage of goods based on the applicable rate for such carriage; or an amount to be paid for a special or incidental service in connection with the carriage of goods;

"C.O.D. or cash on delivery" is an arrangement between the shipper and the Carrier whereby the latter, upon delivery of the consignment, has to collect from the consignee the amount indicated on the Air-Waybill as payable to the shipper. The Carrier is not obliged to deliver the shipment prior to payment of said amount by the consignee;

"consignment", equivalent to the term shipment, means one or more pieces of goods accepted by the Carrier from one shipper at one time and at one address, receipted for in one lot and moving on one Air-Waybill to one consignee at one destination address;

"consignee" means the person whose name appears on the Air-Waybill as the party to whom the goods are to be delivered by the Carrier. The persons appearing on the Air-Waybill under the heading "also notify" are persons to be notified.

If, however, a Carrier participating in the carriage is named as the consignee, the rights and obligations of the consignee belong to the person to be notified;

"consignor", which is equivalent to the term shipper, means the person whose name appears on the Air-Waybill as the party contracting with the Carrier(s) for carriage of goods;

"Convention" means the Convention for the Unification of Certain Rules Relating to International Carriage by Air, signed at Warsaw, October 12, 1929, in its original form or that Convention as amended by The Hague Protocol of September 28, 1955, whichever may be applicable to a particular carriage;

"days" means full calendar days, including but not limited to Sundays and legal holidays;

"French gold francs" means francs consisting of 651/2 milligrams of gold with a fineness of nine hundred thousandths:

Provided that sums mentioned in terms of French gold francs in these conditions shall be converted into national currencies, in the absence of any applicable national law governing such conversions, as follows:

One French gold franc shall be deemed to be one-fifteenth of one Special Drawing Right as defined by the International Monetary Fund, and any sum so arrived at in terms of the Special Drawing Right shall then be converted into national currencies according to the value of such currencies in terms of the Special Drawing Right. The value of a national currency, in terms of the Special Drawing Right, of a state which is a member of the International Monetary Fund, shall be calculated in accordance with the method of valuation applied by the International Monetary Fund for its operation and transactions. The value of a national currency, in terms of the Special Drawing Right, of a state which is not a member of the International Monetary Fund shall be calculated in a manner determined by that state.

"International carriage as defined by the Warsaw Convention" means carriage in which according to the contract made by the parties the place of departure and the place of destination, whether or not there be a break in the carriage or a trans-shipment, are situated either within the territories of two High Contracting Parties to the Warsaw Convention one or both of which have not ratified The Hague Protocol or within the territory of a single High Contracting Party not having ratified The Hague Protocol if there is an agreed stopping place within the territory subject to the sovereignty, suzerainty, mandate or authority of another Power even though that Power is not a High Contracting Party;

"International carriage as defined by the Warsaw Convention as amended at The Hague, 1955"

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ARTICLE 2

APPLICABILITY OF CONDITIONS

1. Except as hereinafter expressly stated otherwise, these conditions shall apply to all carriage of cargo including all services incidental thereto, performed by Carrier. Excluded is carriage which is subject to the tariffs filed with the Civil Aeronautics Board in Washington and the Air Transport Board of Canada. The tariffs applicable to such carriage are available for inspection at offices of the Carrier.
2. As far as permitted by applicable law, Carrier reserves the right to exclude the application of all or any part of these conditions to gratuitous carriage.
3. With respect to carriage of cargo pursuant to a Charter Agreement these conditions and the conditions reproduced on the Air-Waybill shall only apply to the extent not in conflict with the Charter Agreement and the special rules and conditions mentioned therein.
4. These conditions and the Carrier's regulations, rates and charges are subject to change without notice; provided that no such change shall apply after the carriage hereunder has commenced.

ARTICLE 3

EXECUTION OF AIR-WAYBILL

1. The shipper shall hand over to the Carrier together with each shipment an Air-Waybill properly completed in the form, manner and number of copies prescribed by Carrier or shall furnish to the Carrier all information necessary for the completion of the Air-Waybill by the Carrier. However, charges for carriage and other charges shall in any case be inserted in the Air-Waybill by Carrier. Carrier is authorised to complete or correct on behalf of shipper to the best of its knowledge any incomplete or incorrect Air-Waybill or information received by the shipper without being under any obligation to do so.
2. The shipper is responsible for the correctness and completeness of the particulars and statements which he inserts in the Air-Waybill and for the information furnished to the Carrier for the purpose of being inserted in the Air-Waybill by the Carrier. The shipper shall be liable for damage of whatever nature suffered by Carrier or any other person by reason of the irregularity, incorrectness or incompleteness of said particulars or statements or of the corrections or completions made by Carrier on behalf of shipper pursuant to paragraph 1, last sentence, above, and he is obliged to hold harmless the Carrier, its agents, employees and servants from third party claims for such damage.
3. If the apparent order and condition of the cargo and/or packing is other than good the shipper shall insert in the Air-Waybill an appropriate statement to that effect. If the shipper fails to do so, Carrier may insert such statement.
4. The Air-Waybill shall be deemed to be executed when signed or stamped by the Carrier. It proves the contract made between the shipper and the Carrier for the carriage of goods.

ARTICLE 4

RATES AND CHARGES

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1. The applicable rates and charges for carriage are those duly published by Carrier and in effect on the date of the execution of the Air-Waybill. If a rate or charge between any two points is not specifically published, such rate or charge will be constructed as provided in Carrier's will, as the case may be, claim or refund the balance.

Service charges are not included in the rates for carriage. If such charges are provided by Carrier's Regulations they will be collected in addition.

2. Unless provided otherwise in Carrier's Regulations the published rates and charges cover only the carriage of consignments by air between airports. Especially they do not include the following services or charges:

- (a) surface transportation;
- (b) storage charges;
- (c) insurance charges;
- (d) C.O.D. service charges;
- (e) advanced charges;
- (f) charges related to customs clearance;
- (g) eventual airport, import or export charges or taxes;
- (h) other charges or penalties imposed or collected by government authorities including duties and taxes;
- (i) expenses for the repair of faulty packing and other expenses incurred by Carrier, by reason of non-compliance with these conditions or breach of other obligations in connection with the carriage by the shipper or the consignee;
- (j) expenses in connection with the acceptance and delivery of the shipment including service charges and expenses in connection with the consignee;
- (k) any other similar services, costs or charges.

3. Rates and charges are payable in any currency acceptable to Carrier. The rates of exchange will be established by Carrier. Reserved are applicable laws and government regulations.

4. All rates, costs and charges, as far as they can be determined, will be due and payable upon receipt of the cargo by Carrier and if they accrue later, immediately at such later stage. They may, however, be collected by Carrier at any time thereafter. They will be deemed fully earned upon acceptance of the cargo for carriage, whether or not the cargo is lost or damaged, or fails to arrive at the destination or otherwise cannot be delivered or timely delivered. For any rates or charges which cannot be determined at the time when the cargo is accepted for carriage, Carrier may require the shipper to deposit with the Carrier an appropriate sum which will be accounted for after completion of carriage.

5. The shipper is liable for payment of all rates, charges and expenses. He is also liable to indemnify the Carrier for all costs, expenditures, loss or damage of whatever nature which incorrect or insufficient marking, numbering, addressing, packing or description of the cargo, or the absence or incorrectness of any export or import or other licence or any improper customs declaration or incorrect statement of weight or volume or by non-compliance with these conditions or breach of other obligations in connection with the carriage by the shipper or the consignee. The shipper shall hold harmless the Carrier, its employees, servants and agents from claims by third parties for such costs, loss or damage.

6. Carrier shall have a lien on the cargo for all claims arising out of the contract of carriage. In the event of non-payment of any amount due within a time limit notified in writing, Carrier shall furthermore have the right to dispose of the cargo at public or private sale, and to pay itself out of the proceeds of such sale any and all such amounts. The shipper will remain liable for any deficiencies. No such lien or right of sale, and no right of Carrier to collect any of the foregoing shall be in any way affected, lost or prejudiced by reason of the acknowledgment of payment, if not actually paid.

7. By taking delivery of the consignment or the Air-Waybill or by exercising any other right arising from the Contract of Carriage, the consignee agrees to be jointly and severally liable with the shipper for the aforementioned obligations. If it is agreed that rates, charges or expenses are to be collected from the consignee, the shipper remains liable for the payment of the same. However, his obligations with respect to such rates, charges or expenses shall cease upon delivery of the shipment by Carrier to the consignee.

ARTICLE 5

ACCEPTANCE OF SHIPMENTS FOR CARRIAGE: FORWARDING AND REFORWARDING

1. The shipments are accepted at Carrier's cargo receiving offices or at the airport of departure for carriage to the airport of destination. Forwarding to the cargo receiving office or to the airport of the departure (pick-up service) and reforwarding beyond the airport of destination (delivery service) will only be performed upon special agreement and subject to paragraphs 3 and 4 hereafter.

2. If Carrier accepts goods for storage or for the performance of preparatory actions, this shall be done upon the same conditions and limitations relating to liability as set forth in Article 14 hereof.

3. Pick-up and delivery services will be available at the places and subject to the rates and conditions established by Carrier's Regulations. They will be performed on request of the shipper or the consignee.

4. Pick-up and delivery services, transportation of cargo between the Carrier's cargo receiving offices and the airport of departure and any other surface transportation shall be performed subject to the following:

- (a) if such transportation is operated by the Carrier itself it shall be upon the same terms and limitations as to liability as set forth in Article 14 hereof;
- (b) the Carrier may, however, in the name and for the account of the shipper or the consignee, as the case may be, and without being responsible itself, charge a third party with such transportation.

In such case it shall not be liable for damage of whatever nature arising in connection with such transportation, unless proved to have been caused by its own negligence in which case, however, the conditions of Article 14 will also apply.

The Carrier is free to select the means and routes for such transportation. It may also, if it engages a third party, as its own discretion select such third party and execute and accept on behalf of the shipper or the consignee, as the case may be, the necessary transportation documents (which may include provisions exempting from or limiting liability) and consign the shipment with no declaration of value notwithstanding any declaration of value in the Air-Waybill.

ARTICLE 6

ACCEPTABILITY OF GOODS FOR CARRIAGE

1. Carrier undertakes to carry, subject to the availability of suitable equipment and space, general merchandise, goods, wares and products of all kinds, provided that-

- (a) the transportation, or the exportation or importation or transit thereof is not prohibited;
- (b) they are packed and marked in a manner suitable for carriage by air;
- (c) they are accompanied by the requisite shipping documents:
- (d) they are not likely to endanger the aircraft, persons or property, or cause annoyance to passengers;
- (e) the transportation is not excluded by Carrier's Regulations.

2. Explosives, live animals, perishables and other articles specified in Carrier's Regulations or in applicable laws, ordinances or government regulations in relation to the carriage of restricted articles are acceptable only under the conditions set forth therein. It shall be the responsibility of the shipper to see to it that the respective regulations are complied with and that the necessary safety measures are taken.

3. Carrier reserves the right to refuse carriage of valuable cargo or to accept such cargo under certain conditions only.

4. Cargo must be packed so as to ensure safe carriage with ordinary care in handling and so as not to injure or damage any persons, goods or property. Each package shall be legibly and durably marked with the name and full street address of the shipper and consignee.

5. Carrier reserves the right to examine at any time the contents, the packing and marking of all consignments, but shall be under no obligation to do so. Whether or not such examination is performed the shipper shall solely be liable for damage of whatever nature arising out of the carriage of cargo without compliance with the above rules and regulations and he shall hold harmless the Carrier, its employees, servants and agents from claims by third parties for any such damage.

ARTICLE 7

SCHEDULES, CANCELLATION OF FLIGHTS

1. Schedules are subject to change without notice. Subject to special agreement Carrier does not undertake to carry the shipment on a particular aircraft or over a particular route or by a particular flight nor to make connections according to a particular schedule. Reserved are in any case paragraphs 2 to 4 hereafter.

2. Carrier may without notice substitute alternate Carriers or aircraft. It is, however, under no obligation to do so even if the carriage cannot be performed or completed with the aircraft originally provided.

3. The Carrier may without notice cancel a flight or refuse carriage of the shipment or terminate, divert or delay a flight or the carriage of a shipment if, in its opinion, it is advisable to do so for any of the following reasons:

- (a) actual or threatened causes beyond its control such as unfavourable meteorological conditions, acts of God, *force majeure*, government regulations or demands, strikes, riots, civil commotion, war, hostilities, embargoes, etc., or delays, demands, conditions or requirements due to any such fact;
- (b) shortage of labour or fuel, labour difficulties of Carrier or others, shortage of material or facilities or technical difficulties;
- (c) any circumstances which jeopardise the safe performance of the flight.

4. Carrier may refuse carriage of a consignment if the rates and charges are not paid despite monition.

5. Neither the shipper nor the consignee shall be entitled to claim damages in the cases mentioned in paragraphs 2 to 4 above. The Carrier may in such cases in the name of the shipper or the consignee and on their account hand over the shipment to any forwarding agent or Carrier for onward carriage by any means of transportation or to any store-keeper for storage, but it shall be under no obligation to do so. Handing over of the shipment as aforesaid shall constitute proper delivery to the person entitled to take delivery and the Carrier shall have no further obligation or liability except that it shall notify the shipper or the consignee at the address mentioned in the Air-Waybill.

ARTICLE 8

CONSIGNMENTS IN TRANSIT

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1. The shipper shall comply with all applicable laws, customs and other government regulations of any country to, from, through or over which the cargo will be carried, including but not limited to those relating to the packing, carriage or delivery of the cargo. He shall furnish such information to the Carrier and attach such documents to the Air-Waybill as may be necessary to comply with such laws and regulations or to furnish Carrier with the correct and complete information and documents.

2. Carrier may (but is under no obligation) refuse carriage if the applicable laws or other regulations do not permit such carriage or only permit it under conditions which the shipper does not fulfil or the fulfilment of which cannot be reasonably expected from Carrier. No liability shall attach to Carrier for loss or expenses if Carrier refuses carriage because it reasonably determines in good faith that what it understands to be the applicable law or other regulation does not permit carriage or only permits it under such conditions.

3. Carrier is authorised (but shall be under no obligation) to advance any duties, taxes or charges and to make disbursements with respect to the cargo. The shipper and, after taking delivery of the consignment jointly and severally with him, the consignee, shall be liable for the reimbursement thereof.

4. If it is necessary to make customs entry of the cargo at any transit station the Carrier may, in the absence of other agreements, proceed or have proceeded by a third person with the necessary formalities at shipper's costs. After taking delivery of the consignment the consignee shall also be liable for these costs.

5. If it is necessary for any reason, the Carrier may hold the consignment at any place either before, during or after transit and, upon giving notice thereof to the person entitled to dispose of the consignment, at the risk and expense of the latter, store the consignment with another transportation service for onward carriage. With respect to the goods mentioned in Article 6, paragraph 2, the Carrier may further more upon giving notice to and at the expense of the person entitled to dispose of the consignment, take any measure whatsoever which is necessary for the safety of persons and goods, the consignment, the aircraft and its load or which in the Carrier's reasonable opinion is deemed to be necessary. The Carrier shall in such case not be liable for damage of whatever nature.

ARTICLE 9

SHIPPER'S RIGHT OF DISPOSITION

1. Every exercise of the right of disposition must be made by the shipper or his designated agent and must be applicable to the whole consignment under a single Air-Waybill. Instructions as to disposition must be given in writing in the form prescribed by Carrier. Subject to paragraph 4 hereafter the right of disposition over the cargo may only be exercised upon producing the shipper's original copy of the Air-Waybill.

2. Shipper may only exercise his right of disposition if and as far as no prejudice is caused thereby to Carrier, other shippers or passengers and provided he has carried out all his obligations under the contract of carriage. The shipper shall be liable for and shall reimburse Carrier for any expenses and indemnify Carrier for all loss or damage suffered or incurred by Carrier as a result of its compliance with the shipper's orders, and he shall hold harmless the Carrier, its employees, servants and agents from third party claims arising in connection therewith.

3. The shipper may dispose of the cargo either-

- (a) by withdrawing it at the airport of departure or of destination;
- (b) by stopping it in the course of the journey on any landing;
- (c) by calling for it to be delivered at the place of destination or in the course of the journey to a person other than the consignee named in the Air-Waybill; or
- (d) by requiring it to be returned to the airport of departure.

If it is not reasonably practicable to carry out the order of the shipper, Carrier shall so inform him promptly. The costs of so doing shall be borne by shipper.

4. The shipper's right of disposition shall cease at the moment when the consignment has arrived at the airport of destination. Nevertheless, the shipper resumes his right of disposition and the consignee waives his rights if the consignee refuses to accept the Air-Waybill or the consignment or if he fails to accept the same within the period mentioned in Article 10, paragraph 3, or if he cannot be communicated with. In such case the shipper may exercise his right of disposition without producing his original copy of the Air-Waybill.

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ARTICLE 10

DELIVERY

1. Except as otherwise specifically provided in the Air-Waybill, delivery of the consignment will be made only to the consignee named on the face of the Air-Waybill or to his designated agent unless such consignee is one of the Carriers participating in the carriage, in which event delivery shall be made to the person indicated on the face of the Air-Waybill as the person to be notified.

2. The Carrier will give notice of arrival of the consignment to the consignee or the person to be notified in the manner provided by Carrier's Regulations.

3. Unless otherwise agreed between the shipper or the consignee and the Carrier, the consignee must accept delivery of the consignment at the airport of destination within seven days from dispatch of the notice mentioned in paragraph 2 hereabove; perishables, dangerous articles and live animals must be accepted immediately.

4. Delivery of the consignment to the consignee will be made by Carrier only against written receipt. Delivery shall also be deemed to have been effected when the consignment has been delivered to customs or other government authorities or customs clearance agents as required by applicable law or regulations and Carrier has delivered to the consignee against written receipt the consignee's original copy of the Air-Waybill.

5. Upon delivery or immediately thereafter the consignee must remove the consignment from Carrier's premises. After delivery the Carrier shall not be liable for loss or damage of whatever nature.

6. By accepting delivery of the Air-Waybill and/or the consignment the consignee shall become liable for payment of all costs and charges in connection with the carriage. Unless otherwise agreed the shipper shall not be released from his own liability for these costs and charges and will remain jointly and severally liable with the consignee. The Carrier may make delivery of the consignment or the Air-Waybill conditional upon payment of these costs and charges.

ARTICLE 11

FAILURE OF CONSIGNEE TO TAKE DELIVERY

1. If the consignee refuses to take delivery of the consignment or fails to take delivery within the period specified in Article 10, paragraph 3, or if the Carrier is unable to deliver the consignment because the consignee refuses to pay the charges and costs due to it, the rights of the consignee shall cease. In such case, Carrier will, subject to paragraph 2 hereafter, endeavour to comply with any instructions of the shipper set forth on the face of the Air-Waybill. If no such instructions are set forth, or if such instructions reasonably cannot be complied with, Carrier may, after forwarding to the shipper notice of the failure of the consignee to take delivery and in the absence of instructions from the shipper within thirty days return the consignment to the airport of departure or sell such consignment at public or private sale according to applicable law.

2. If the consignment contains perishable or dangerous articles or live animals Carrier is not obliged to respect the time limits mentioned in paragraph 1 above. It may immediately and prior to the notification of the shipper take such steps as it sees fit for the protection of the consignment, of itself or other parties.

3. The shipper is liable for all charges and expenses and costs resulting from or in connection with the consignee's failure to take delivery of the consignment.

ARTICLE 12

C.O.D. CONSIGNMENTS: COLLECTION OF CHARGES FROM THE CONSIGNEE

The Laws of Zambia

C.O.D. consignments and consignments for which rates, charges and costs are to be collected from the consignee will be accepted only for carriage to the countries and under the conditions and at the rates provided in Carrier's Regulations. In any case Carrier reserves the right to refuse the acceptance of such consignments if in the country of destination the conversion of money into other currencies or the exportation of money is prohibited, restricted or subject to conditions which may cause losses to the Carrier or if such prohibitions, restrictions or risks of loss are likely to occur.

ARTICLE 13

APPLICABLE LAWS AND PROVISIONS

1. All "international carriage" as defined by the Convention is governed by the rules and limitations relating to liability and other provisions of the Convention. Carriage to be performed by several successive Carriers shall be deemed to be one undivided carriage if it has been agreed between the parties as a single operation. Such carriage is "international carriage" whether it is to be performed under one single or under a series of Air-Waybills. For the purpose of the Convention and of the national laws implementing or extending the application of the Convention the agreed stopping places are the places set forth as such in the Air-Waybill or shown in Carrier's time-tables as scheduled stopping places for the route. They may be altered by Carrier but for the purpose of the Convention or the said national laws nevertheless are still to be deemed the agreed stopping places.

2. To the extent not in conflict with the provisions of paragraph 1 above, all carriage and other services performed by Carrier are subject to-

- (a) applicable laws (including national laws implementing the Convention or extending the rules of the Convention to carriage which is not "international carriage" as defined in the Convention), government regulations, orders and requirements;
- (b) applicable tariffs, these conditions and other applicable conditions, rules and regulations of Carrier. They are part of the contract of carriage and may be inspected at any of Carrier's offices.

ARTICLE 14

LIABILITY OF CARRIER

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Except as mandatory provisions of applicable law may otherwise require:

1. Carrier is not liable to the shipper or to any other person for any damage of whatsoever nature arising out of or in connection with the carriage or other services performed by Carrier, unless such damage has been caused by the negligence of the Carrier while there has been no contributory negligence of the shipper, consignee or another person claiming damages.
2. No warranty concerning any aircraft engaged in the carriage or concerning its fitness for the carriage of the cargo to which the contract relates is implied in the contract of carriage.
3. Carrier is not liable for indirect or consequential damage. Carrier shall not be liable for loss of income.
4. Carrier is not liable for any damage directly or indirectly arising out of compliance with laws, government regulations, orders or requirements, or from failure of shipper or consignee to comply with same, or from any cause beyond Carrier's control.
5. Liability of Carrier is limited to 250 French gold francs or its equivalent in Zambian Kwacha per kilogram of cargo lost, damaged or delayed. This limitation shall not be applicable if shipper on handing over the cargo to Carrier will have declared a higher value and paid the applicable additional charge. In such event Carrier's liability is limited to such higher declared value.

If only part of the cargo is lost, damaged, destroyed or delayed Carrier's liability will be reduced in the same proportion as the weight of the packages concerned bears to the total weight of the consignment carried under the Air-Waybill regardless of the value of the objects lost, damaged, destroyed or delayed. Nevertheless, if the loss, damage or delay affects the value of other packages carried under the same Air-Waybill, the weight of such packages shall also be taken into account. In no case shall Carrier's liability exceed the actual loss suffered. All claims shall be subject to proof of value.

6. Carrier shall not be liable for damage to or destruction of a consignment caused by or as a result of property contained therein. Any liability is also excluded for damage caused by change of climate, temperature or altitude or by other circumstances normally connected with air transportation or due to the length of time of the carriage.
7. Carrier will not be liable for any damage arising from death or injury of an animal carried due to natural causes or due to the animal's own state or nature or a cause mentioned in paragraph 6 hereabove or caused by the conduct or acts of the animal itself or of other animals. In no event will Carrier be liable for death of or injury to any animal attendant caused or contributed to by the condition, conduct or acts of the animal attended or by any other animals.
8. If a consignment or its contents cause death of or injury to any person or damage to other consignments or the property of Carrier or third parties or if special measures have to be taken to avoid such damage, shipper shall indemnify Carrier for all losses and expenses arising therefrom and shall hold harmless Carrier, its employees, servants, agents or representatives from third party claims for such damage. Carrier has the right to take any measures it thinks appropriate including abandonment or destruction with respect to consignments which might injure persons or damage property and shall not be liable for the consequences arising therefrom.
9. Carrier shall not be liable for damage not occurring on its own line. Nevertheless, in the case of carriage to be performed by several successive Carriers the consignor shall also have a right of action for such damage against the first Carrier and the consignee who is entitled to delivery shall also have such a right of action against the last Carrier.

A Carrier issuing an Air-Waybill for carriage over the lines of others does so-notwithstanding the definition of Carrier in Article 1-only as an agent.

10. Whenever the liability of Carrier is excluded or limited under these conditions such exclusion or limitation shall also apply to employees, agents, servants or representatives of the Carrier acting within the scope of their employment and also to any Carrier whose aircraft is used for carriage and to its employees, agents, servants or representatives, acting within the scope of their employment. For purposes of this provision Carrier acts herein as agent for all such persons.

ARTICLE 15

COMPLAINTS AND ACTIONS

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1. Receipt by the person entitled to delivery of the cargo without complaint is *prima facie* evidence that the same has been delivered in good condition and in accordance with the document of carriage.

2. In the case of damage to or partial loss of cargo the person entitled to delivery must complain to the Carrier forthwith after the discovery of the damage, and at the latest within seven days from the date of receipt. In the case of delay the complaint must be made at the latest within fourteen days from the date on which the consignment has been placed at the disposal of the person entitled to delivery and in the case of loss (including non-delivery) within 120 days from the date of issue of the Air-Waybill. If mandatory provisions of applicable law request other time-limits the complaint must be made within those limits.

3. Every complaint must be made in writing upon the document of carriage or by separate notice in writing and dispatched within the times aforesaid.

4. Failing complaint within the times aforesaid, no action shall lie against the Carrier, save in the case of fraud on its part.

5. Any right to damages against Carrier shall be extinguished unless an action is brought within two years, reckoned from the date of arrival of the aircraft 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 seised.

ARTICLE 16

QUALIFICATION TO CLAIM, RIGHT OF ACTION

Any claim related to damage, loss, destruction or delay shall exclusively have to be made by the shipper as far as he is entitled to dispose of the consignment pursuant to Article 9 hereabove and exclusively by the consignee in so far as he is entitled to delivery according to Article 10 hereabove.

Any right of action therefore belongs exclusively to the person entitled to dispose of the cargo. After delivery of the consignment the consignee will exclusively be entitled to bring an action.

ARTICLE 17

OVERRIDING LAW

In so far as any provision contained or referred to in the Air-Waybill or in these conditions may be contrary to mandatory law, government regulations, orders or requirements, such provision shall remain applicable and form a part of the contract of carriage to the extent that it is not overridden thereby. The invalidity of any provision shall not affect any other part.

ARTICLE 18

MODIFICATIONS

1. No employee, agent, servant or representative of Carrier has authority to alter, modify or waive any provisions of the contract of carriage or of these conditions.

2. Subject to approval by the Ministry of Power, Transport and Communications, Carrier may alter without notice these conditions and the published tariffs and charges and Carrier's Regulations unless excluded by applicable laws or ordinances. These conditions shall be applicable in the form valid on the day of issue of the Air-Waybill.

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THIRD SCHEDULE

(Regulation 2 (3))

PART 1
SPECIAL CONDITIONS APPLICABLE TO THE CARRIAGE OF AIR EXPRESS PARCEL(S)

ARTICLE 1

LAWS AND PROVISIONS APPLICABLE

Except where otherwise stated, the Company's General Conditions of Carriage for Freight shall apply, and the acceptance, conveyance and delivery of Air Express Parcels will only be effected subject to those conditions and to such special conditions as are set out hereunder.

ARTICLE 2

DEFINITIONS

"Air Express Parcel", which is equivalent to the term "Express Parcel", means a parcel containing general merchandise, cargo or goods, having a maximum weight of 4 kilograms with dimensions not exceeding 76.2 centimetres in height and 96.7 centimetres square, which is accepted for carriage at a special rate and between those stations as specified in the Company's tariffs from time to time;

"Air Express Parcel Waybill", which is equivalent to the terms "Express Parcel Waybill" or "Express Parcel Consignment Note", means the document made out by the Carrier on behalf of the shipper which evidences the contract between the two parties for the carriage of Air Express Parcels over the specified routes of the Carrier.

ARTICLE 3

EXECUTION OF EXPRESS PARCEL WAYBILL

The Carrier shall make out the prescribed Express Parcel Waybill as agent for the shipper, and under the conditions set out in paragraphs 2, 3 and 4 of Article 3 of the General Conditions of Carriage for Cargo.

ARTICLE 4

CHARGES

C.O.D. consignments will not be accepted, and all charges must be prepaid by the shipper on acceptance by Carrier.

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ARTICLE 5

DELIVERY

Except where special arrangements have been made between the shipper/consignee and the Carrier, the consignee must accept delivery from the city/town terminal of destination.

ARTICLE 6

LIMITATION OF LIABILITY

It is agreed that any liability of Carrier in respect of Air Express Parcels shall in no event exceed K9.51 per kilogram of goods destroyed, damaged or delayed, and then only on proof of value of loss.

PART 2

SPECIAL CONDITIONS APPLICABLE TO THE CARRIAGE OF AIR EXPRESS LETTERS

ARTICLE 1

LAWS AND PROVISIONS APPLICABLE

Carriage under the Airways Letter Post is subject to the terms, conditions, provisions and limitations as contained in the Agreement made between any airline which is operating within Zambia and the Director-General of the Posts and Telecommunications Corporation or its successor and any amendments and additions thereto, and the Corporation's regulations and tariffs, and the Corporation's General Conditions of Carriage are expressly excluded.

ARTICLE 2

DEFINITIONS

"Air Express Letter", which is equivalent to the terms "Airway Letter" or "Late Letter" or "Air Letter", means any letter handed to Carrier for conveyance by the Air Express Letter Service within the territories of Malawi, Zambia and Zimbabwe.

"Airway Letter Post" is equivalent to the term "Air Express Letter Service".

ARTICLE 3

LIMITATION OF LIABILITY

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The Air Carrier accepts no liability whatsoever for damage or delay to, or loss or incorrect delivery of, any Air Express Letter.

SECTION 20-PRESCRIBED FEES

Notice by the Minister

*Government Notice
39 of 1964
Statutory Instrument
63 of 1991
Act No.
13 of 1994*

The following fees payable by applicants on the issue, renewal, transfer or amendment of a permit are hereby prescribed:

1.	Fee payable by an applicant-	Fee units
	(a) for the issue of a permit, other than a temporary or provisional permit	24
	(b) for the issue of a temporary permit	16
	(c) for the renewal or transfer of a permit	24
	(d) for the amendment of a permit	16
2.	Fee payable on the issue of a permit, other than a temporary or provisional permit: for each year or part of a year for which the permit is expressed to be valid	40
3.	Fee payable on the issue of a temporary permit	28
4.	Fee payable on the amendment of a permit	28

(As amended by S.I. No. 63 of 1991 and Act No. 13 of 1994)

SECTIONS 3, 20 AND 20A-THE AIR SERVICES (AERIAL APPLICATION PERMIT)
REGULATIONS

Regulations by the Minister

*Statutory Instrument
45 of 1985
Act No.
13 of 1994*

1. These Regulations may be cited as the Air Services (Aerial Application Permit) Regulations.

Title

2. In these Regulations, unless the context otherwise requires-

Interpretation

"aerial application operations" means operations connected with the dropping of chemicals or other articles from the air for the purposes of agriculture, horticulture or forestry; and includes operations designed to train others for such operations;

"Director" shall have the meaning ascribed to it in the Air Navigation Regulations. Cap. 444

3. (1) A person shall not carry out aerial application operations otherwise than in accordance with an aerial application permit issued in accordance with these Regulations. Permit for aerial application operations

(2) An application for an aerial application permit shall be made through the Director.

(3) The Director shall satisfy himself-

- (a) that the applicant is competent and experienced in carrying out aerial application operations;
- (b) that the equipment, organisation and staff of the applicant are satisfactory to secure the safe operation of the aircraft to be used in carrying out aerial application operations;
- (c) that the applicant has prepared a satisfactory aerial application manual containing such information and instructions as may be necessary to enable the operating staff to carry out their duties safely; and
- (d) as to such other matters as may be relevant to the carrying out of aerial application operations.

(4) The Director shall make a report to the Minister on each application received by him, and may recommend any conditions that are, in his opinion, desirable to be imposed upon the granting of a permit for aerial application operations.

(5) Upon receiving the report from the Director, the Minister may-

- (a) reject the application; or
- (b) grant it subject to such conditions, if any, as he may think fit.

(6) The Minister may at any time require the holder of an aerial application permit to amend his aerial application manual in such manner as the Minister may think fit, and such holder shall comply with such requirement.

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- 4.** An aerial application permit shall remain valid up to the end of the year in respect of which it is granted or renewed, and it may be renewed from time to time. Duration
- 5.** The fees set out in the Schedule shall be payable for an aerial application permit. Fees
- 6** (1) The provisions of sections *six* to *thirteen* of the Act shall not apply in respect of an aerial application permit. Non-application of certain provisions
- (2) Notwithstanding the provisions of sub-regulation (1), any person affected by an aerial application permit issued or to be issued in accordance with these Regulations may make an objection in writing to the Minister, and the Minister may deal with such objection as he thinks fit.
- (3) The provisions of sections *sixteen*, *seventeen* and *eighteen* shall not apply in respect of an aerial application permit to the extent that those provisions require the Minister to refer to a tribunal matters concerning revocation, suspension or variation of such permits.

SCHEDULE

(Regulation 5)

FEES

	Fee units
(1) Issue of aerial application permit	250 per annum
(2) Renewal of aerial application permit	125 per annum

(As amended by Act No. 13 of 1994)

SECTION 20-THE AIR SERVICE (PERMIT FEES) REGULATIONS

Regulations by the Minister

Statutory Instrument
86 of 1993
Act No.
13 of 1994

- 1.** These Regulations may be cited as the Air Service (Permit Fees) Regulations. Title
- 2.** There shall be paid the fees set out in the Schedule to these Regulations relating to an air service permit for the matters specified therein. Permit Fees

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SCHEDULE

(Regulation 2)

PERMIT FEES

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In this Schedule-

1. (1) "small aircraft operators" means an applicant whose aircraft, to which the application relates, satisfies the following requirements:

- (a) the maximum all up weight of each aircraft does not exceed 5,700 kg (12,500lb);
- (b) the maximum approved seating capacity of each aircraft does not exceed 8 passengers; or
- (c) the total fleet of aircraft comprises not more than 4 aircraft.

(2) "medium aircraft operator" means an applicant whose aircraft, to which the application relates, satisfies the following requirements:

- (a) the maximum all up weight of at least one aircraft exceeds 5,700 kg (12,500lb) but does not exceed 15,000 kg (33,000lb);
- (b) the maximum approved seating capacity of at least one aircraft exceeds 8 passengers but does not exceed 42 passengers; or
- (c) the total fleet of aircrafts comprises more than 4 aircrafts but does not exceed 8 aircrafts.

(3) "large aircraft operator" means an applicant whose aircraft, to which the application relates, satisfies the following requirements:

- (a) the maximum all up weight of at least one aircraft exceeds 15,000 kg (33,000lb);
- (b) the maximum approved seating capacity of at least one aircraft exceeds 42 passengers; or
- (c) the total fleet of aircraft exceeds 8 aircraft.

2. Application Fees:

(a) for the issue of a permit other than a temporary permit-	Fee units
(i) small aircraft	500
(ii) medium aircraft	500
(iii) large aircraft	500
(b) for the issue of a temporary permit-	
(i) small aircraft	200
(ii) medium aircraft	200
(iii) large aircraft	200
(c) for the renewal or transfer of a permit-	
(i) small aircraft	350
(ii) medium aircraft	350
(iii) large aircraft	350
(d) for amendment of a permit-	
(i) small aircraft	300
(ii) medium aircraft	300
(iii) large aircraft	300
	Fee units

3. Permit fees:

(a) for the issue of a permit other than a temporary permit-	
(i) small aircraft	2000
(ii) medium aircraft	3000
(iii) large aircraft	4000
(b) for the issue of a temporary permit-	
(i) small aircraft	300
(ii) medium aircraft	600
(iii) large aircraft	4000
(c) for the amendment of a permit-	
(i) small aircraft	1500
(ii) medium aircraft	2000

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