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1. DEFINITIONS

- 1.1. **"Applicable Fares"**: Those fares published by or on behalf of **"TEZ JET LLC"**, if not so published constructed in accordance with **"TEZ JET LLC"** regulations.
- 1.2. **"Add-on Services"**: Means additional services offered by **"TEZ JET LLC"** to passengers on a chargeable basis.
- 1.3. **"Agreed Stopping Places"**: Means those places, except the place of departure and the place of destination, set forth in the ticket or shown in **"TEZ JET LLC"** timetables as scheduled stopping places on the passengers route.
- 1.4. **"Baggage"**: Means the Passenger's personal property carried along by them in connection with the trip to be undertaken. Unless otherwise specified, it consists of both checked-in baggage and hand baggage.
- 1.5. **"Baggage Check"**: Means the tag/ receipt issued by **"TEZ JET LLC"** to a passenger that relates to the carriage of the passenger's checked-in baggage and / or affixed to the boarding pass.
- 1.6. **"Baggage Identification Tag"**: Means a document issued solely for identification of checked-in baggage and is attached to each piece of checked-in baggage.
- 1.7. **"Booking"**: Means a confirmed booking made in **"TEZ JET LLC"** database subject to the receipt by **"TEZ JET LLC"** of full payment from a passenger (made either by or on behalf of passenger), and the issuance of a valid confirmation number or PNR or E-Ticket number by **"TEZ JET LLC"** or **"TEZ JET LLC"** Travel agent, as the primary record of the reservation.
- 1.8. **"Checked-In Baggage"**: Means Baggage which is carried by **"TEZ JET LLC"** for passenger for which a baggage tag has been issued by **"TEZ JET LLC"**. Checked-In Baggage cannot be carried as hand baggage.
- 1.9. **"Child/Children"**: Means a child over the age of 2 (two) years and under the age of 12 (twelve) years, as on the date of travel of the onward and return journey (if any under the same PNR).
- 1.10. **"Codeshare Flight"**: Means a flight operated by codeshare partner pursuant to a codeshare agreement between such codeshare partners and **"TEZ JET LLC"** as a marketing carrier.
- 1.11. **"Carriage"**: Means carriage of Passengers and/or baggage by air.
- 1.12. **"Conditions of Carriage"**: Means the conditions that form a legally binding and enforceable contract of carriage between **"TEZ JET LLC"** and a passenger, that are available on the website and are incorporated by reference in the itinerary issued to a passenger for bookings made through the website or travel agents. The conditions of carriage shall be subject to change from time to time, based on applicable law or at **"TEZ JET LLC"** sole discretion, without prior notice or intimation.
- 1.13. **"Connected Segments"**: Means 2 (two) or more flight segments that are connected by virtue of the connectivity offered by **"TEZ JET LLC"** between them and operated by **"TEZ JET LLC"** under a common PNR (for instance Bishkek-Almaty-Dubai, in which Bishkek is the departure/point of take-off, Almaty, the connecting point and Dubai, the final destination
- 1.14. **"Confirmed Booking"**: Means the confirmation of a booking generated to the passenger upon receipt of full payment from the passenger in respect of their

booking and the issuance of a valid confirmation number or PNR by “TEZ JET LLC”, or a travel partner as the case may be.

- 1.15. **“Convention”**: Means whichever of the following instruments are applicable:
- a) The convention for the Unification of certain Rules Relating to International Carriage by Air, signed at Warsaw, 12 October 1929 (Warsaw Convention),
 - b) The Warsaw convention amended at the Hague on 28 September 1955,
 - c) The Warsaw convention as amended by Additional Protocol No.1 of Montreal (1975),
 - d) The Warsaw convention as amended at the Hague and by Additional Protocol No.4 of Montreal (1975), or
 - e) The Montreal convention (1999).
- 1.16. **“Credit Shell”**: Means a credit note issued by “TEZ JET LLC” to a passenger, on account of any adjustment in the taxable value of services to be offered by “TEZ JET LLC”, pursuant to the redressal of any passenger in terms of the provision of these conditions of carriage.
- 1.17. **“Currency”**: Fares and charges payable by the passenger to “TEZ JET LLC”.
- 1.18. **“Collection & Delivery of Baggage”**: The Passenger shall collect their baggage as soon as it is available for collection at place of destination or agreed stopping place.
- 1.19. **“Convenience Fee”**: means a non-refundable fee applicable per person per flight for Net banking/Credit Cards/Debit Cards payments collected by the airlines when booking is done through “TEZ JET LLC” website, for establishing, maintaining and operating the online flight booking system.
- 1.20. **“Change without notice”**: Except as may be required by applicable laws, government regulations, orders or requirements, “TEZ JET LLC” regulations and conditions of carriage are subject to change without notice; provided that no such change shall apply to a contract of carriage after the carriage has commenced from the point of origin.
- 1.21. **“Damage”**: Means death or bodily injury to a passenger, loss, or other damage to a passenger’s checked-in baggage, arising out of or in connection with carriage on a “TEZ JET LLC” aircraft or other incidental services performed by “TEZ JET LLC”.
- 1.22. **“Days”**: Calendar days including all 7 (seven) days of the week; provided that, for the purpose of notification, the day upon which notice is dispatched shall not be counted; and that for purpose of determining duration of validity the day upon which the ticket is issued or flight commenced, shall not be counted.
- 1.23. **“Denied Boarding”**: Denied Boarding means refusal to carry a passenger holding confirmed ticket on a flight although he/she has presented himself/herself for check in / boarding within the time specified by the airline, except where there are reasonable grounds to refuse carriage such as reasons of health, safety or security, or inadequate travel documentation.
- 1.24. **“Electronic Cigarette or E-Cigarette”**: Means an electronic device that heats a substance with or without nicotine and flavors, to create an aerosol for inhalation and includes all forms of “Electronic Nicotine Delivery System”, heat not burn products (heated tobacco products), electronic hookah or any other similar devices, by whatever name called and whatever shape, size or form.
- 1.25. **“Emergency Exit Seats”**: Means the seats in the emergency exit rows of an aircraft.

- 1.26. **“E-Ticket”**: Means an itinerary or any other document issued by **“TEZ JET LLC”**, its partners or **“TEZ JET LLC”** travel agents to passenger evidencing a confirmed booking in **“TEZ JET LLC”** database.
- 1.27. **“Fit to Fly Certificate”**: Means a certificate provided by a qualified medical practitioner/ doctor indicating that a passenger is “fit to fly”.
- 1.28. **“Flight Segment”**: Means a single segment of a **“TEZ JET LLC”** flight from the point of departure to the point of travel.
- 1.29. **“Force Majeure”**: Means the occurrence of unusual or unforeseeable circumstances that are beyond **“TEZ JET LLC”** control, the consequences of which could not have been avoided even if all due care had been exercised by **“TEZ JET LLC”** to prevent such occurrence i.e. extra ordinary circumstances beyond the control of **“TEZ JET LLC”**, including without limitation political instability, natural disaster and other acts of God and nature, pandemics, lockdowns, wars, insurrection, riots, floods, explosion, government regulation, order or requirements affecting the aircraft, strikes, labor disputes, slow down or interruption of work, cancellation and delays clearly attributed to air traffic control, metrological conditions, acts of terrorism, security risks, hostilities, disturbances, shortage of critical manpower, parts or materials, mechanical, technical, or operational issues or failures, or any other factors that are beyond the control of **“TEZ JET LLC”**, which affects its ability to operate flights on schedule.
- 1.30. **“Gate No-Show”**: Means a passenger who has checked-in for an outbound flight within the stipulated check-in timelines, but fails to report at the boarding gate within the requisite timelines, prior to the departure of outbound flight.
- 1.31. **“Hand-Baggage”**: Means any piece of passenger’s baggage, other than checked-in baggage, which a passenger is permitted to carry in a flight, in accordance with the conditions of carriage and other applicable laws.
- 1.32. **“Infant”**: Means a child over the age of 7 (seven) days and under the age of 2 (two) years, as on the date of travel of the onward and of the return journey (if any, under the same PNR).
- 1.33. **“Invoice”**: Means an invoice issued by **“TEZ JET LLC”** to a passenger in relation to a booking or any other service provided by **“TEZ JET LLC”** to the passenger, in accordance with the regulation.
- 1.34. **“Itinerary”**: Means a document that **“TEZ JET LLC”** issues to a passenger (Pursuant to a booking) containing the passenger name, flight information, booking reference number, breakup of the constituents of tariff, an extract of the conditions of carriage and or/links to such conditions.
- 1.35. **“Liability for Damage”**: **“TEZ JET LLC”**, is subject to the rules and limitations relating to liability established by the convention.
- 1.36. **“No-Show”**: Means a passenger who fails either to check-in at the checking kiosk/counter or to complete web check in, stipulated time prior to flight departure of the outbound flight and fails to cancel their booking, at least 3 (hours) before the flight departure of the outbound flight.
- 1.37. **“No-Show Charges”**: Means the amount of tariff that will be retained by **“TEZ JET LLC”** in the event of a No-Show, after deduction of the airport charges.
- 1.38. **“On-Hold Booking”**: Means booking made by a passenger through any booking channel including the call center, airport counters, Website or mobile application by **“TEZ JET LLC”**, which is kept on hold and is confirmed only if the payment for

such a booking is made by the passenger within the period of time indicated by **"TEZ JET LLC"** at the time of booking. The booking shall stand cancelled if the payment is not made within such prescribed period of time.

- 1.39. **"Passengers"**: Means any person including persons eligible for **"TEZ JET LLC"** staff leisure travel, except member of **"TEZ JET LLC"** crew, carried or to be carried in an aircraft by **"TEZ JET LLC"**, pursuant to a booking.
- 1.40. **"PNR"**: Means a passenger name record, which is a unique booking reference number that identifies a passenger's booking in **"TEZ JET LLC"** database or partners database, for a flight segment or a connected segment.
- 1.41. **"Point of Sale"**: Means website, **"TEZ JET LLC"** mobile application available on IOS, android, **"TEZ JET LLC"** call center, **"TEZ JET LLC"** airport counters, **"TEZ JET LLC"** partners and travel agents.
- 1.42. **"Promotional Airfare"**: Means a class of tariff which is lower than the tariff available on the relevant date, by virtue of one or more sectors booked under a common PNR, or the tariff prescribed under any other promotional scheme.
- 1.43. **"Regulatory Authority"**: Means any statutory, government or quasi-judiciary, commission, court or authority (either at the union, state or local level) incorporated under a statute or functioning within the purview of applicable laws.
- 1.44. **"Routing"**: Unless otherwise provided in **"TEZ JET LLC"** regulation, fares apply to routings published in connection therewith.
- 1.45. **"Sector"**: Means one or more consecutive flight segments, having the same flight number.
- 1.46. **"Self-Offloading"**: Means voluntary act of off-loading/ disembarking by passenger after boarding an aircraft.
- 1.47. **"Stopover"**: Means a scheduled stop during a passengers journey, not exceeding 12 (twelve) hours, at a point between the place of departure and the lack of destination.
- 1.48. **"Tariff"**: Means the determined and published fare inclusive of applicable taxes, fees and airport charges.
- 1.49. **"Tariff Types"**: Means various types of tariffs offered by **"TEZ JET LLC"** to passengers such as regular fare, any promotional / discounted fares, and fares for students, senior citizens and armed forces, and other categories of fares that may be offered by **"TEZ JET LLC"** to passengers from time to time.
- 1.50. **"Travel Agents"**: Means a third party travel agency that makes booking on behalf of passengers for air travel and other ancillary serviced on **"TEZ JET LLC"** flights, and accepts consideration for the same from passengers. For the avoidance of doubt, a travel agent is an independent entity facilitating bookings and is not a representative of **"TEZ JET LLC"**.
- 1.51. **"Ticket not transferable"**: A ticket is non-transferable.
- 1.52. **"Unconnected Segments"**: Means 2 (two) or more flight segments that are not connected but are operated by **"TEZ JET LLC"** under a common PNR (for instance Bishkek-Almaty and Osh-Dubai, in which event, both flight segments are operated by **"TEZ JET LLC"** under a common PNR but are not connected to each other.
- 1.53. **"You/Your/Yourself/Passenger/Guest/Customer"**: means any person (whether adult, child or infant) holding a ticket to be carried in an aircraft, except members of the crew.
- 1.54. **"We/our/ourselves/us/carrier/TezJet/K9/TEZ"**: Means Tez Jet LLC.

- 1.55. **"Website"**: Means the website of **"TEZ JET LLC"** on which passengers can make bookings and access other information about **"TEZ JET LLC"**. www.flytezjet.com

2. APPLICABILITY

2.1. General

Except as provided in clause 2.3, these conditions of carriage applies to our flights of flight segments where **"TEZ JET LLC"** or our Airline Designation Code **"K9"** is shown as the carrier on the ticket, and in any case where we have legal liability to the passenger in relation to the flight.

2.2. Codeshare

A codeshare flight is a flight which may be operated by a carrier other than whose identifying carrier code is shown on flight tickets and operated by one or more carriers in agreement with the carrier, and which is sold as if operated by the carrier, using the carrier's own flight designator codes and flight numbers. It should be noted that if a flight operated by one of the carrier's codeshare partners is selected, then such operating carrier's contractual conditions may differ to these Conditions of Carriage, particularly with regard to the provisions set out in paragraph below (Terms and Conditions) of these Conditions of Carriage. Codeshare flights will be affixed with a * during flight selection.

Terms & Conditions for Code Share Flight

If the flight that is chosen is being operated by the carrier's codeshare partner, the flight will be operated by a carrier that is not the carrier which issued the ticket, i.e. the marketing carrier.

If the flight is operated by a carrier other than the marketing carrier, the conditions of carriage applicable to the operation of such flight, will be the conditions of carriage of the operating carrier, and if any differences arise between operating carrier's conditions of carriage and these Conditions of Carriage, the operating carrier's conditions of carriage will take precedence. All operating carrier's conditions of carriage can be found on the operating carrier's own website. In particular, aspects of service provision such as minimum check-in period, unaccompanied minors, Passengers requiring medical assistance, infants, pregnant Passengers, boarding the flight, carriage of animals, refusal of admission on-board, provision of oxygen tanks on board, irregular operations, denied boarding, Baggage collection, free Baggage allowance, wheelchair assistance, lounge access, frequent flyer program accrual and limits of liability in relation to lost Baggage, amongst other conditions, should be carefully examined and must be adhered to. In cases where a Booking includes flights that are operated by one or more carriers, the operating carrier will be indicated at the time of Booking. If the operating carrier is unknown at the time the Booking is made, or if a change occurs after the Booking is made, the operating carrier will be indicated to the Passenger once the operating carrier is confirmed.

Bookings made through channels which are not under direct control of “**TEZ JET LLC**” (e.g. travel agencies and websites other than the “**TEZ JET LLC**” Website), the travel agents and website operators that executed the agreement with the Passenger are liable to inform the Passenger of the identity of the operating carrier, and of any change in operating carrier. The Passenger shall provide the correct contact details at the time of bookings to make such notifications possible.

2.3. Overriding Law

These Conditions of Carriage are applicable to the Booking, except to the extent they are inconsistent with Tariffs or applicable law, in which events such Tariffs or laws shall prevail. If any of these Conditions of Carriage is invalid, illegal or unenforceable, it will be read down to the extent necessary to ensure that it is not invalid, illegal or unenforceable. If that is not possible, it will be severed from these Conditions of Carriage and the other conditions will still apply.

2.4. Conditions Prevail over Regulations

If these Conditions of Carriage are inconsistent with any of our Regulations, these Conditions of Carriage will apply. If part of one of our Regulations becomes invalid in this way, the other parts of our Regulations will still apply.

3. BOOKINGS

3.1. General Provisions

The ‘Booking’ constitutes prima facie evidence of the contract of carriage (except in the case of On-Hold Booking) between “**TEZ JET LLC**” and the Passenger named in the Booking as per “**TEZ JET LLC**” database.

- 3.1.1. “**TEZ JET LLC**” will provide carriage only to persons who:
 - a) Possess a valid flight ticket (including the necessary flight coupons)
 - b) Are named as the passenger on the ticket
 - c) Produce a valid identity proof in the same name as the ticket.
- 3.1.2. Except where passenger has an Electronic Ticket, they will be not entitled to be carried on a flight unless they present a valid ticket containing;
 - a) A flight coupon for that flight
 - b) All other unused flight coupons; and
 - c) The passenger coupon
- 3.1.3. “**TEZ JET LLC**” is a ticket-less airline. It offers a printable itinerary with a PNR and the details of the reservation. An itinerary does not constitute a document of carriage. The Booking in our database is the primary record of the carriage and in the event of any differences between the itinerary and the Booking in our database, the Booking, and its terms will prevail.
- 3.1.4. The Passenger agrees to the terms & conditions mentioned on the booking terms & conditions specified by “**TEZ JET LLC**” and will abide by such reference.
- 3.1.5. Bookings can be made at the following points of sale:

- a) **“TEZ JET LLC”** Website – www.flytezjet.com
 - b) Through contact center or call center
 - c) At airport counters or any authorized and specially designated ticket sales counters by **“TEZ JET LLC”**.
 - d) Travel Agents, Travel Partners, Corporate units authorized by **“TEZ JET LLC”**, Online Travel Agents (OTAs) authorized by **“TEZ JET LLC”**, Global distribution system (GDS).
- 3.1.6. Some of our tickets are sold at special/ promotional fares which will be completely non-refundable. Passenger may wish to ensure that they have appropriate insurance to cover instances wherein they are unable to make use of such tickets.
- 3.1.7. The ticket is and remains at all times the property of the issuing carrier.

3.2. Period of Validity

- 3.2.1. Unless the Ticket says differently, in these Conditions of Carriage, or in any Tariffs which apply, a Ticket is valid for:
- a) One year from the date of issue; or
 - b) One year from the date Passenger first travelled using the Ticket provided passenger's first flight took place within a year of the issue date.
- 3.2.2. If passenger is prevented from travelling within the period of validity of the Ticket because at the time passenger requested a reservation **“TEZ JET LLC”** is unable to confirm a reservation, **“TEZ JET LLC”** shall have no liability to passenger whatsoever except for:
- a) Extending the validity period of the Ticket; or
 - b) Giving a voluntary refund under Clause 10.
- 3.2.3. In the event of death of a Passenger en route, the Tickets of person accompanying the deceased Passenger may be modified by waiving the minimum stay or extending the validity of the ticket for a period up to 45 Days.

3.3. Changes & Cancellations

- 3.3.1. For Confirmed Bookings, the tickets are refundable upon cancellations along with all the Taxes / Fees / Levies subject to **“TEZ JET LLC”** change or cancellations rules and fees.
- 3.3.2. The cancellation fee will be deducted from the total amount of fare (Base Fare and Fuel Surcharge) and the balance is refundable (Excluding Convenience Fee and any Special Service Request like Prepaid Baggage, Seat Selection and Special Meals) to the Passengers (in case of cancellation) or it will be applied to the Passenger's changed booking (in case of change).
- 3.3.3. **“TEZ JET LLC”** does not allow any name change to a booking. In case of any spelling mistakes, after due verification with a valid ID Proof, **“TEZ JET LLC”** reserves the right, at its sole discretion to make changes as required, and as per its policies. Name change fee may apply.
- 3.3.4. In case of changes (rebooking, rerouting) to a Booking, the residual amount (i.e. after the deduction of the applicable fee) will be applied to the changed

Itinerary. Changes to the Itinerary will be made at prevailing prices at the time of the change. If the residual amount is less than the price of the changed Itinerary, the Passenger will be required to pay the difference.

3.3.5. In case the Passenger desires refund against the residual value after deduction of the applicable fee, the same will be made available as per the following:

- a) For Bookings made through credit cards/debit cards either online on web portal or at the Call Centre/airport counters, the refund will be processed back to the credit card or debit card (as the case may be) in 15 working days from the date of refund request.
- b) For Bookings made through Net Banking online on our website, refunds will be processed to the same bank account and will reflect within 15 working days.
- c) For Bookings made through Travel Partners or online travel portals, the refund has to be claimed from the respective Travel Partners/ Portals.
- d) For Bookings made against cash at the airport, passenger will be required to give bank details on care@flytezjet.com with their booking details, so that refund can be processed accordingly.
- e) American Express cards- The refund done to American Express cards may take 21 to 25 working days to reflect back into the account from the date of request.
- f) Bookings are not transferable under any case. Any refund upon cancellation / change is also not transferable and will be made only to the Passenger through the process set out above.

3.3.6. “TEZ JET LLC” from time to time will announce and offer fares at a discounted rate to passengers. Those fares may be non-refundable, will be non-transferable and date change may not be allowed on those tickets.

3.4. Our Name & Address on Ticket

Our name may be abbreviated to “K9” airline designator code in the ticket. Our address is “Tez Jet LLC, Bld. 49A, M. Fuchik Str., Pervomay District, Bishkek City, Kyrgyz Republic - 720080”

4. FARES, TAXES, FEES, CHARGES & CURRENCY

4.1. Fares

- 4.1.1. The fare paid for passenger Ticket covers carriage of passenger and Baggage from the airport at the place of departure to the airport at the place of destination via specified Stopovers at the times and on the dates specified in the Ticket, unless we say otherwise.
- 4.1.2. The fare does not include ground transport service between airports and between airports and town terminals, unless we say otherwise.
- 4.1.3. The fare for the tickets has been calculated according to our Tariff as it applied on the date payment was made for the ticket.

- 4.1.4. The fare components may undergo a change at any time, without prior notice. Any change in the Booking or dates of travel, may result in a change in the applicable Tariff to be paid. All Bookings are subject to these Conditions of Carriage. Special Tariffs are subject to certain additional terms and conditions including the requirement to display additional proof of identity by Passengers. If a Booking is made on special Tariff, except to the extent specified in the additional terms and conditions linked to such special Tariff, the Booking shall be subject to the Conditions of Carriage.
- 4.1.5. Airfare charges booked through all Points of Sale are bound by the Conditions of Carriage as applicable at the time of Booking. **“TEZ JET LLC”** offers Tariff on a one-way basis. However, certain Promotional Airfares determined and offered by **“TEZ JET LLC”** require a round-trip Itinerary and once purchased may not allow partial cancellation of the Itinerary. Passengers should refer to detailed terms and conditions attached to Tariff at time of making the Booking.

4.2. Taxes, Fares & Charges

- 4.2.1. The amount of applicable taxes, fees or charges payable by a Passenger, are calculated as on the date of the Booking. Should there be any change in the tax, fee or charge, or a new tax, fee or charge is imposed, after the date of Booking, a Passenger may or may not be obliged to pay additional amount (in case of an increase) or may or may not be entitled to get any refund (in case of any decrease). This is solely dependent on the Regulatory Authority in relation to the Booking, pursuant to any change in applicable law.
- 4.2.2. If your Ticket has been purchased from our Authorized Agent who omitted to give details of all applicable taxes, fees and charges and such taxes, fees and charges were not or only partly paid, you must pay the relevant amount at the airport of departure.
- 4.2.3. **“TEZ JET LLC”** may also offer certain other services to Passengers, from time to time, for which certain additional Fees may be charged by **“TEZ JET LLC”**.

4.3. Exceptional Circumstances Surcharges

In exceptional circumstances, **“TEZ JET LLC”** may be subject to charges imposed on **“TEZ JET LLC”** by third parties which are of a type or amount not normally applicable to **“TEZ JET LLC”** operations (for example, insurance premium supplements or additional security costs triggered by unlawful interference with civil aviation); or significant increases in operational costs (for example, fuel charges) which are beyond **“TEZ JET LLC”** control. Where such charges relate to passenger carriage, **“TEZ JET LLC”** shall (and to the extent permitted by law) be entitled to require passenger to pay **“TEZ JET LLC”**, as fare surcharges, all such charges attributable by **“TEZ JET LLC”** to passenger carriage.

4.4. Currency

Passenger must pay the fare, taxes, fees, charges and exceptional circumstances charges in the currency of the country where the carriage commences, unless **“TEZ**

JET LLC or our Authorized Agent require payment in a different currency. **"TEZ JET LLC"** may decide to accept payment in another currency.

5. RESERVATIONS

5.1. Reservation Requirements

- 5.1.1. Certain fares have conditions which limit or exclude the Passenger's right to change or cancel reservations.
- 5.1.2. **"TEZ JET LLC" requires** that at the point of reservation, the Passenger provides **"TEZ JET LLC"** or it's Travel Partner with a contact details (valid mobile number and email ID) in the Passenger's Itinerary. This will assist **"TEZ JET LLC"** in informing Passengers of any changes to a flight on which they are booked.
- 5.1.3. If passenger have a medical condition or other condition which may require them to receive medical assistance or special assistance during embarkation, disembarkation or aboard an aircraft: (also refer special / disability policy)
 - a) Passenger must tell us at the time of booking;
 - b) Booking may be logged in our system as provisional; and
 - c) Booking may be confirmed by **"TEZ JET LLC"** once we are satisfied that you have received medical clearance required under clause 7 and all conditions attached to such clearance have, or will be, complied.

5.2. Fare Payment Requirement

"TEZ JET LLC" will cancel your reservation if you have not paid the applicable fare (including applicable taxes, fees, charges and surcharges) prior to the ticketing time limit specified by **"TEZ JET LLC"** or our Authorized Agent.

5.3. Personal Data

The Passenger recognizes that personal data **that has been given to "TEZ JET LLC"** for the purposes of making a Booking, obtaining and for providing ancillary services or products that may be offered by **"TEZ JET LLC"** and/or its service partners from time to time, developing and providing services, and making available such data to government agencies, in connection with the Passenger's travel. The Passenger consents that such personal data may be used by **"TEZ JET LLC"** or its service partners to check online credit/debit/identity fraud and also to improve the experience of the Passengers with **"TEZ JET LLC"**. The Passenger also recognizes that **"TEZ JET LLC"** and / or its service partners may contact them via email or other means to inform them of account status or changes or alterations to the service, or to inform them of other services provided or contemplated or promotional schemes etc.

5.4. Seating

- 5.4.1. Seat assignment may be chargeable. Kindly refer www.flytezjet.com for rates.
- 5.4.2. We will try to meet advance seating requests. **"TEZ JET LLC"** reserves the right at its sole discretion, to re-assign seats at any time, including after boarding the aircraft. This may be necessary for operational, safety, regulatory, and health or security reasons. **"TEZ JET LLC"** shall have the discretion to assign / re-assign Emergency exit seats.
- 5.4.3. The emergency exit seats may be available to Passengers who are:
 - a) Able bodied and willing;
 - b) Aged 15 years or more on date of travel;
 - c) Not pregnant;
 - d) Not suffering from temporary illness which affects their mobility in any way whatsoever;
 - e) Capable of (a) Locating the emergency exit (b) Recognizing the emergency exit opening mechanism, (c) Comprehending the instructions for operating the emergency exit, (d) following oral directions and hand signals given by a crew member;
 - f) Not travelling with infant.

5.5. Unavailability of Seats

- 5.5.1. There is a chance a seat may not be available for a Passenger on the flight even if the booking is confirmed. This is due to the common practice in the airline industry of overbooking which is not within the control of **"TEZ JET LLC"**. In the event of such unavailability of seat, **"TEZ JET LLC"** shall at its option, either:
 - a) Carry passenger at the earliest opportunity on another of its scheduled services on which space is available and, where necessary, extend the validity of Passenger's booking; or,
 - b) Should Passenger choose to travel at another time, retain the value of its fare in a credit account for its future travel provided that Passenger must re-book within three (3) months; or,
 - c) Refund the booking amount in full.

6. CHECK-IN & BOARDING

6.1. Check-In

- 6.1.1. In addition to other applicable requirements of the respective airports, a Passenger will not be allowed to board **"TEZ JET LLC"** flight unless the Passenger presents a valid Itinerary (either a print or screenshot of the Itinerary on his/her mobile/tablet/computer), duly issued in accordance with the Conditions of Carriage.
- 6.1.2. All Passengers, including Passengers accompanied by Infants or Children, must present any valid identification document set out in clause 5.1 of the Conditions of Carriage, in original, at the time of check-in.

- 6.1.3. The Passengers who fail to produce any of the above mentioned documents during the check– in process will be denied boarding by **“TEZ JET LLC”**, and **“TEZ JET LLC”** shall not be held liable for such denial or any other consequence resulting therefrom.
- 6.1.4. **“TEZ JET LLC”** recommends that Passengers report for check–in at **“TEZ JET LLC”** counters, at least two (2) hours prior to the departure of the scheduled flight for any domestic flight and at least 3 (three) hours prior to the departure of the scheduled flight for any international flight. A Passenger’s journey will be smoother if the Passenger has ample time to comply with the check–in requirements.
- 6.1.5. Further, a failure to check–in for a flight at least 60 (sixty) minutes or any other time period prescribed by **“TEZ JET LLC”**, prior to the flight’s scheduled time of departure will result in retention of the No–Show Charges by **“TEZ JET LLC”**, and the Passenger being declared a “No–Show”, and the Passenger will not be entitled to a refund or a Credit Shell in lieu of the Tariff except for a refund of Airport Charges collected by **“TEZ JET LLC”** from the Passenger. The refund of Airport Charges shall be made to the Passengers who specifically request for such refund from **“TEZ JET LLC”**.
- 6.1.6. In case of Booking 2 (two) or more Sectors under different PNRs, it is the Passenger’s responsibility to ensure that there is a sufficient time–interval between two flights, as their carriage may involve certain unavoidable circumstances or factors including a change in aircraft, flight delays or cancellation, issues in relation to Checked–in Baggage, operational issues or change in carriers at a Stopover.
- 6.1.7. If a Passenger misses his/her connecting flight due to such circumstances or factors, in a preceding Flight Segment, **“TEZ JET LLC”** shall not be liable for such missed connection, in any manner whatsoever.

6.2. Web Check - in

- 6.2.1. Passengers can do a web check–in on the Website anytime up to three (3) hour prior to the scheduled departure of their flights. It shall be the duty of Passengers to ensure that the Passenger’s Checked–in Baggage displays a Baggage Identification Tag at least 60 (sixty) minutes prior to the scheduled time of departure of the Passenger’s flight.
- 6.2.2. Failure to check–in for a flight or failure to ensure that Checked–in Baggage displays a Baggage Identification Tag at least 60 (sixty) minutes prior to the scheduled time of departure will result in retention of the No–Show Charges by **“TEZ JET LLC”**, and Passengers being declared a “No–Show”.
- 6.2.3. In case of web check–in on the Website, the Passenger is required to produce (in original) any of the documents mentioned in conditions of carriage evidencing the identity of a Passenger, at the boarding gate, for verification.
- 6.2.4. **“TEZ JET LLC”** reserves the right to deny boarding to a Passenger if he/she does not comply with the check–in requirements and prescribed timelines.

6.3. Boarding

- 6.3.1. For Passengers who check-in through the kiosks available at the airports, the identification check will be carried at the boarding gate by staff members of **"TEZ JET LLC"**. During the identification check, Passengers will be required to produce any of the documents as set out in these conditions of carriage. Passengers who fail to produce any of the documents will be denied boarding by **"TEZ JET LLC"**, and **"TEZ JET LLC"** shall not be held liable for such denial or any other consequence resulting therefrom.
- 6.3.2. To avoid any delays, the boarding gates will be closed 25 (twenty five) minutes prior to the time of departure. Passengers must be present at the boarding gate no later than the time specified at the time they check-in or any subsequent announcements made at the airport. Mere check-in or issuance of a boarding pass does not guarantee boarding.
- 6.3.3. Passenger adheres to all the requirements including the timelines mentioned in relation to boarding in the Conditions of Carriage.
- 6.3.4. A Passenger understands and acknowledges that such announcements may only be made in the event of a change of the boarding gate or change in the schedule of boarding and may be made orally through the airport sound systems, or through display/ notifications on the digital screens placed at airports by the airport authorities.
- 6.3.5. **"TEZ JET LLC"** is under no obligation to make boarding announcements at airports designated as 'silent airports' and it is the duty of Passengers to check the flight information display system (operated by an airport operator) for current boarding status and boarding gates.
- 6.3.6. A Passenger understands and acknowledges that **"TEZ JET LLC"** or their staffs is not obligated to reach out to the Passenger in the event that the Passenger fails to be present at the boarding gate, in the manner required in terms of these Conditions of Carriage.
- 6.3.7. **"TEZ JET LLC"** is not liable to any Passenger who fails to report at the boarding gate for any reason whatsoever. Any Passenger failing to report at the boarding gate within the aforesaid timelines shall be treated as a "Gate No-Show".

6.4. Failure to Comply

"TEZ JET LLC" will not be liable to any Passenger/ Passenger for any damage, liability, loss, delay or expense incurred due to their failure to comply with the provisions of this Clause 6.

7. REFUSAL & LIMITATION OF CARRIAGE

7.1. Refusal of Carriage

“TEZ JET LLC” has the right to refuse to carry passenger or their Baggage on any flight (even if passenger hold a valid Ticket and have a Boarding Pass) if one or more of the following events has happened or **“TEZ JET LLC”** reasonably believes may happen:

- 7.1.1. Refusal to carry is necessary in order to comply with any applicable government laws, regulations, orders or governmental policy;
- 7.1.2. Passenger commits a criminal offence at any time before boarding or once on-board the aircraft;
- 7.1.3. Passenger fails to observe safety or security instructions of any ground staff or crew member or obstruct or hinder the performance of their duties;
- 7.1.4. Passenger uses threatening, abusive, insulting or indecent words or behave in a threatening, abusive, insulting or indecent manner to any person, including ground staff, members of the crew or other Passengers;
- 7.1.5. Carrying passenger’s baggage may:
 - a) Endanger the safety, health, or security of the aircraft, other Passengers or members of the crew, or
 - b) Affect the comfort of any person in the aircraft;
- 7.1.6. Passengers are intoxicated or under the influence of alcohol or drugs;
- 7.1.7. Passenger’s mental or physical state, including impairment from alcohol or drugs:
 - a) Presents a hazard or risk to other Passengers, or the crew, or the aircraft, or any person or property in it, or
 - b) Will cause substantial annoyance or discomfort to other Passengers aboard the aircraft.
- 7.1.8. Passenger refuses to allow a security function to be carried out;
- 7.1.9. Passenger fails to provide satisfactory answers to security questions;
- 7.1.10. Passenger fails a security profiling assessment/analysis;
- 7.1.11. Passenger tampers with or removes any security seals;
- 7.1.12. Passenger has made, or attempted to make, a bomb hoax, hijack threat or any other security threat;
- 7.1.13. Passenger have not paid in full the applicable fare, taxes, fees, applicable charges or exceptional circumstances surcharges for carriage;
- 7.1.14. Passenger appears, in our exclusive opinion to:
 - a) Not meet the visa requirements,
 - b) Not have valid or lawfully acquired travel documents,
 - c) Destroys passenger’s travel documents on-board the aircraft or between check-in and boarding, or
 - d) Refuse to allow us to copy travel documents, or
 - e) Refuse to surrender travel documents to the flight crew, against receipt, when so requested;
- 7.1.15. **“TEZ JET LLC”** has been informed (orally or in writing) by immigration or other authorities of the country of travel, transit or stopover that passenger will not be permitted entry to such country even with valid travel documents;

- 7.1.16. Passenger fails, or refuses, to provide information, which a governmental authority has lawfully asked **"TEZ JET LLC"** to give about passenger, or it appears to **"TEZ JET LLC"** that any information provided by passenger is false or misleading;
- 7.1.17. Passenger presents a ticket that has been:
- a) Acquired illegally;
 - b) Forged or falsified;
 - c) Altered without requisite authority;
 - d) Purchased from or issued by an entity other than us or our authorized agent, or
 - e) Reported to us as being mutilated, lost or stolen, or is a counterfeit;
- 7.1.18. Passenger cannot prove that they are the person named in the ticket.
- 7.1.19. Passenger is reasonably suspected to be in unlawful possession of drugs;
- 7.1.20. Passenger, or an accomplice is not permitted by law, court order or bail conditions to undertake the travel;
- 7.1.21. Passenger has previously behaved in a way mentioned in these conditions of carriage on or in connection with a previous flight and **"TEZ JET LLC"** believes that passenger may repeat such behavior;
- 7.1.22. Passenger has previously been refused carriage by another airline relating to behavior, or has breached clause 11 on or in connection with a previous flight;
- 7.1.23. **"TEZ JET LLC"** has notified passenger that it would not at any time after the date of such notice carry passenger on our flights; or
- 7.1.24. Passenger has failed to pay for goods and services purchased.

7.2. Reimbursement of Cost

Passenger will reimburse **"TEZ JET LLC"** for any costs we incur resulting from;

- a) Repair or replacement of property lost, damaged or destroyed by Passenger;
- b) Compensation we have to pay to any Passenger or crew member affected by passenger's action; and
- c) Delaying the aircraft for the purpose of removing passenger and / or their Baggage if carriage is refused for any reasons set out in Clause 7.1.

We may apply the value of any unused carriage on Ticket, or any funds in our possession towards such payment or expenditure.

7.3. Special Assistance

Please refer our Special/ Disability policy for any special requirement needs.

7.4. Passenger Reimbursement of Medical Expenses

- 7.4.1. If Passenger becomes ill during a flight because of;
- a) A condition pre-existing the flight (regardless of whether or not you were aware of it); or

- b) Due to pregnancy,

Passenger will have to reimburse **"TEZ JET LLC"**

- a) To treat Passenger on board aircraft;
- b) To transport passenger on the ground; or
- c) Which **"TEZ JET LLC"** paid a third party for treatment;
- d) Passenger will also pay any costs **"TEZ JET LLC"** has incurred in diverting an aircraft to seek medical assistance if passenger has contravened clause 7. **"TEZ JET LLC"** may apply towards payment due from passenger the value of any unused carriage on Ticket or unused credits to passenger account with us, or any of passenger funds in our possession.

7.5. Carriage of Unaccompanied Minor

Please refer our Special/ Disability policy for any special requirement needs.

7.6. On-Board Services

For operational reasons, we make no guarantees that

- a) In-flight entertainment equipment and advertised programs will be available;
- b) Advertised special meals or any other type of meals will be available and/or always confirm to their exact description because they have been prepared by third parties to our order;
- c) The availability of advertised in-flight services; or
- d) The environment aboard our aircraft will be nut or nut produce free. We do not accept requests for nut free meals.

7.7. Ground Services

We do not make any guarantees that:

- a) Equipment and services on the ground at airports including, for example, fast track services, transportation services, airport lounges and the facilities within those lounges will be available; or
- b) Ground services will always confirm to their exact description.

7.8. Services and Transfers

- 7.8.1. Where **"TEZ JET LLC"** provide passenger with services or transfer services to / from airport of departure or arrival (the "Service"), **"TEZ JET LLC"** will not be liable for:

- a) Loss, damage, costs and expenses caused by any delay in the operation of the Service (for example, where such delay results in you missing your flight);

- b) Any death or personal injury occurring during the Service unless passenger can prove that such death or personal injury resulted from **"TEZ JET LLC"** direct negligence; and
- c) Any damage to or loss of Baggage (including any theft or pilferage) during the Service unless you prove that such loss/damage results directly from **"TEZ JET LLC"** negligence.

7.9. Carriage of Pregnant Women

Please refer our Special/ Disability policy for any special requirement needs.

7.10. Carriage of Infants

Please refer our Special/ Disability policy for any special requirement needs.

7.11. Unruly Behavior by a Passenger

- 7.11.1. Assault, intimidate or threaten, whether physically or verbally, a crew member/security team/ground staff which may interfere with the performance of the duties of the crew member/security team/ground staff or lessens the ability of the crew member/security team/ground staff to perform the duties.
- 7.11.2. Refuse to follow a lawful instruction given by the Pilot-in-Command or on behalf of the Pilot-in-Command by a crew member, for the purpose of ensuring the safety of the aircraft or of any person or property on board or for the purpose of maintaining good order and discipline on board.
- 7.11.3. Assault, intimidate or threaten, whether physically or verbally, any person.
- 7.11.4. Intentionally cause damage to or destroy any property.
- 7.11.5. Consume alcoholic beverages or drugs, which is likely to endanger the safety of the aircraft or of any person or jeopardize the good order and discipline on board the aircraft.
- 7.11.6. If the Passenger tries to or Smokes, vapes within the Aircraft or in its vicinity,
- 7.11.7. No Passenger shall interfere with the pilot or with a member of the operating crew of an aircraft, or tamper with the aircraft or its equipment or conduct himself/herself in a disorderly manner in an aircraft or commit any act likely to imperil the safety of an aircraft or its Passengers or crew.

7.12. Self – Offloading

- 7.12.1. Self-offloading after boarding the aircraft is not permitted, since it can cause safety and security risks, besides inconveniencing fellow Passengers on board.
- 7.12.2. In case of any inevitable circumstances other than medical emergency, the Passenger shall be penalized and the charges of penalization will be under the discretion of **"TEZ JET LLC"**.
- 7.12.3. **"TEZ JET LLC"** may at its sole discretion, not penalize such Passenger, in case of a medical emergency and in such cases, **"TEZ JET LLC"** may require a doctor's certificate from airport doctor as well.

7.13. Denied Boarding

“TEZ JET LLC” reserves the right to deny boarding to any Passenger who is suspect of alcohol or drugs, for health, adverse medical conditions, safety or security reasons or in the absence of adequate travel documents etc. at its sole discretion and no compensation as referred above shall be payable in such cases.

8. BAGGAGE

8.1. General provisions

- 8.1.1. In case of full commercial load of the aircraft, in order to meet safety requirement “TEZ JET LLC” may limit acceptance or refuse the excess baggage of the passenger.
- 8.1.2. “TEZ JET LLC” may refuse the passenger to carry his/her checked –in baggage / hand baggage, if the weight, dimensions, number of bags, contents of packaging do not meet the requirements of these rules.
- 8.1.3. Checked-in baggage is carried on the same aircraft with the passenger. If such carriage is not possible for any reason, “TEZ JET LLC” shall carry the checked-in baggage on its next closest flight.
- 8.1.4. The checked-in baggage and hand baggage of the passenger who did not arrive at boarding on time are subject to mandatory removal from the aircraft.
- 8.1.5. It is the passenger who is responsible for the prohibited items in baggage in disregard of the “TEZ JET LLC” requirement and conditions established in these rules.

8.2. Baggage Information

TezJet Baggage Policy						
	Cabin Bag Allowance		Checked-in Bag Allowance		Excess Baggage Rate	
	International	Domestic	International	Domestic	International	Domestic
Adult	7 Kgs		23 Kgs	15 Kgs	By Sector (Kindly refer our website for rates).	
Child	7 Kgs		23 Kgs	15 Kgs		
Infant	7 Kgs		Nil		Nil	
Weight Limit	7 Kgs per piece		23 Kgs per piece		-	
Dimensions	55 x 35 x 25 cm (L x B x H)		-	-	-	-
Note	Recommended stowing in overhead bin or under the seat.		-	-	Subject to space availability.	

8.3. Checked-In Baggage

- 8.3.1. When accepting baggage for “TEZ JET LLC”, “TEZ JET LLC” or agent authorized by “TEZ JET LLC” is obliged to enter the actual data into the check-in system (number of pieces and weight of checked baggage), which is considered as a baggage tag issued to the passenger. “TEZ JET LLC” is obliged to issue the passenger a baggage identification tag for each piece of checked-in baggage.

- 8.3.2. Unless **“TEZ JET LLC”** decide that passengers Checked Baggage will not be carried on the same flight as passenger, **“TEZ JET LLC”** will not carry passenger Checked Baggage if:
- a) Passenger fails to board the aircraft on which it is loaded; or
 - b) Having boarded, passenger leaves the aircraft before take-off or at a point of transit, without re-boarding.
- 8.3.3. **“TEZ JET LLC”** will only carry passenger excess Baggage on the same flight as passenger if:
- a) Passenger has paid the applicable extra charge for carriage of Baggage in excess of any free allowance; and
 - b) Suitable space available on the aircraft.
- 8.3.4. Passenger must ensure that their Checked Baggage is sufficiently robust and well secured to withstand the usual and normal rigours of carriage by air without sustaining damage (except for fair wear and tear).
- 8.3.5. To identify special conditions of carriage, special unnumbered baggage tag (fragile/heavy) is also attached to the checked-in baggage.
- 8.3.6. From the time the checked-in baggage is handed over for carriage and up to the time it is claimed, the passenger's access to the baggage is prohibited, except for the purpose of identification or additional security, **“TEZ JET LLC”** recommends to:
- a) Use high quality suitcases with reliable locks for traveling
 - b) For suitcases made of fabric and bags, apply padlocks to fix zippers, ropes or straps to tie round the baggage in order to hinder the access to the content of external persons;
 - c) Use personal address tags outside the baggage;
 - d) For visual identification of baggage, fit it with a ribbon or another individual mark;
 - e) Wrap the baggage with packing film to avoid damages to the baggage and access to the contents.
- 8.3.7. **“TEZ JET LLC”** has the right to check the weight of the baggage carried by the passenger at the destination airport. If it is found out that the passenger carries baggage in excess of that checked-in baggage at the departure point or in excess of that indicated in the baggage receipt, with no appropriate payment being made for such carriage, **“TEZ JET LLC”** may demand payment for a difference between the checked-in and actual weight of the baggage.
- 8.3.8. No merge of baggage of two or more passengers booked under different PNR is allowed.
- 8.3.9. **“TEZ JET LLC”** does not recommend the following items to be put in checked-in baggage:
- a) Fragile items and breakable or perishable items;
 - b) Cash, Keys, jewelry and precious metal wares and silver work;
 - c) Natural Fur, electronic equipment, Computer hardware & components, set up boxes, software, audio and video equipment, photo & film equipment and other optical devices;
 - d) Technical, medical, business and personal documents;
 - e) Things of value;
 - f) Medicines and medical equipment;

- g) Photos, antiques, items and objects that cannot be restored etc.
- 8.3.10. Apart from the said requirements for checked-in baggage, additional restrictions may be imposed by the inspection service at the airport.

8.4. Unchecked/ Hand / Cabin Baggage

- 8.4.1. **“TEZ JET LLC”** will specify maximum dimensions and/or weight for unchecked/ hand baggage which must be small enough to fit;
- a) Under the seat in front of passenger;
 - b) Inside the overhead storage compartments in aircraft cabin.
- 8.4.2. Passenger must check-in an unchecked/ hand baggage and pay any excess baggage charges which may be due under clause 8.5 (if free baggage allowance has already been used up by other checked baggage) if;
- a) Unchecked/ hand baggage exceeds the maximum dimensions or weights;
 - b) Does not fit under the seat or in the overhead storage compartments; or
 - c) Is considered unsafe for any reason
- 8.4.3. If passenger has an item of baggage (such as highly valuable item, a musical instrument or diplomatic bag) which they wish to carry with **“TEZ JET LLC”** as an unchecked/ hand baggage but it exceeds our size or weight limitations for unchecked / hand baggage, passenger must purchase one or more additional seats (Subject to availability) in the same class of travel as passenger for the purpose of storing such permitted item next to passenger during flight; provided **“TEZ JET LLC”** agreed with passenger before passenger checked in to carry such baggage in the aircraft cabin.
- 8.4.4. **“TEZ JET LLC”** will not carry any type of item which exceeds **“TEZ JET LLC”** size or weight limitations for unchecked/ hand baggage.
- 8.4.5. Unchecked/ hand baggage is always accepted in the cabin subject to the availability of space in overhead compartments or under a passenger's seat. Since Unchecked/ hand baggage is in the power, possession and custody of a passenger, therefore, the passenger is responsible for the said baggage.
- 8.4.6. Subject to any exclusions and other restrictions provided below, each Passenger is permitted to carry only one Hand Baggage weighing a maximum of 7 (seven) kg and not exceeding the following dimensions:
- a) length -55cm + width- 35cm + height- 25cm
 - b) Passengers accompanying Infants are allowed an additional piece of Hand Baggage as per the limitations on weight and size provided above.
 - c) Items determined by **“TEZ JET LLC”** to be of an unacceptable dimension or offensive shape/nature will not be permitted on-board.
 - d) Subject to the prevalent applicable local laws and regulations and screening and security checks, Passengers may carry liquids in their unchecked/Hand Baggage in a container with a maximum volume of 100 (one hundred) ml (and 350 (three hundred and fifty) ml for hand sanitizers) which can be fitted comfortably into a

transparent, re-sealable plastic bag with a maximum capacity of 1(one) liter.

- 8.4.7. Carriage of lithium batteries or Portable Electronic Devices containing Lithium Batteries is subject to local airport security clearance.
- 8.4.8. Satellite mobile phones are not allowed to be carried in Hand Baggage.
- 8.4.9. **“TEZ JET LLC”** recommends that passengers should carry portable electronic devices in Hand Baggage. If a passenger carries such devices in Checked-in Baggage, the devices should be turned off and packed securely to avoid any damages.

8.5. Excess Baggage

Passenger will have to pay an extra baggage for any baggage over any free baggage allowance as per clause 8.2 of this condition of carriage and Excess Baggage Rate as defined on our website.

8.6. Unacceptable Items as Baggage

- 8.6.1. **“TEZ JET LLC”** reserves the right to refuse carriage of such baggage or such items found in the baggage as stated below.
- 8.6.2. Passenger must not carry the following items in their unchecked/ hand and checked-in baggage:
 - a) Items likely to endanger the aircraft, persons or property on board the aircraft. These include items specified in the 'International Civil Aviation Organization (ICAO) Technical Instructions for the Safe Transport of Dangerous Goods by Air' and the 'International Air Transportation (IATA) Dangerous Goods Regulations' and in our related Regulations;
 - b) Items prohibited from being carried by applicable laws, regulations, orders or governmental policy of any country to be flown from or to;
 - c) Items reasonably considered by **“TEZ JET LLC”** to be unsuitable for carriage because they are dangerous, unsafe, by reason of their weight, size, shape or character, which are fragile or perishable. In deciding if items are unsuitable for carriage, we will take account of the type of aircraft being used;
 - d) Items attracting any form of duty if you are travelling as an unaccompanied child; or
 - e) War Material
 - f) Items which are not properly packed as per baggage packing norms; Corrosives items such as acids, alkalis, mercury and wet cell batteries and apparatus containing mercury;
 - g) Explosives, munitions, fireworks and flares, ammunition including blank cartridges, handguns, fireworks, pistol caps, swords, knives and similar items;
 - h) Small lithium battery-powered vehicles such as air wheels, solo wheels, hover boards, mini-Segway and balance wheels;

- i) Flammable liquids and solids such as lighter refills, lighter fuel, matches, paints, thinners, fire-lighters, lighters that need inverting before ignition, matches, radioactive material, briefcases with installed alarm devices;
- j) Oxidizing materials such as bleaching powder and peroxides; Poisons and infectious substances such as insecticides, weed-killers and live virus materials;
- k) Fish (including sea food), animals, birds, insects in any form, whether live and/or dead and/or frozen and/or dried;
- l) Anything that possesses and/or is capable of possessing and/or emitting a conspicuous and/or offensive odor;
- m) Other dangerous articles such as magnetized materials, offensive or irritating materials; Human or animal remains, live or dead animals;
- n) Any other item that the airline feels may cause inconvenience or is a safety hazard to its Passengers.
- o) Please ask us about any concerns you may have about the suitability of your Baggage before you arrive at the airport or if you have any doubt about whether any item constitutes war material.

8.6.3. Passenger must not include in Checked Baggage: Fragile or perishable items; valuable items (including, for example, money, jewelry, precious metals); computers; personal electronic devices; stored data; any medication or medical equipment which may be required in-flight or during your trip or which cannot be quickly replaced if lost or damaged; house or car keys; and valuable documents (including, for example, business documents, passports and other identification documents, negotiable papers, securities deeds) or samples.

8.6.4. Passenger must not include in Unchecked/hand Baggage: Real, replica or toy weapons, arms and ammunition, explosives or anything containing explosives (for example, Christmas crackers, fireworks or fire crackers) and incendiary materials; knives of any kind/type/shape or size; letter openers; metal cutlery; catapults; slingshots, razor blades and straight razor blades (excluding safety razors and accompanying cartridge blades); tradesmen's tools; darts; scissors; nail files; hypodermic needles and syringes (unless required for medical reasons and accompanied by a medical certificate confirming the medical condition necessitating carriage); knitting needles; corkscrews; sporting bats and clubs (including, for example, baseball and softball bats, golf clubs, cricket bats but excluding tennis, badminton and squash racquets); hard sporting balls (including, for example, cricket, field, hockey or billiard, snooker or pool balls); billiard, snooker or pool cues; martial arts devices and any article which in our opinion, or the opinion of airport security staff, might be used as, or adapted for use as, a weapon with the potential to cause injury or incapacitation or to represent any other security or safety threat.

8.6.5. **"TEZ JET LLC"** is not responsible for any item removed from your Checked Baggage or Unchecked Baggage and retained by airport security staff. It is your responsibility to:

- a) Check the security requirements applicable to your flight and departure airport prior to travel;

- b) Ensure that you obtain a receipt from the airport security staff for any personal items removed from your Baggage; and
- c) Make arrangements for collection of such items.

8.7. Carriage of Weapons & Ammunition

“TEZ JET LLC” does not accept carriage of weapons, arms and ammunition.

8.8. Right to refuse

- 8.8.1. **“TEZ JET LLC”** will refuse to carry baggage which contains any of the items in contravention of clause 8 of these conditions of carriage.
- 8.8.2. **“TEZ JET LLC”** will refuse to accept baggage for carriage if **“TEZ JET LLC”** decides that it is unsuitable for carriage, whether because of its size, shape, appearance, weight, content, character, or for safety or operational reasons, or for the comfort of other Passengers. If you have any doubt about particular items, please ask for guidance from us or our Authorized Agents.
- 8.8.3. **“TEZ JET LLC”** may refuse to accept Baggage for carriage if we decide that it is not properly and securely packed in suitable containers. If you ask us, we will give you information about packing and containers acceptable to us.

8.9. Right to Search, Screen & X-ray

- 8.9.1. For reasons of safety, health and security, **“TEZ JET LLC”** may search, screen and X-Ray your Baggage. **“TEZ JET LLC”** will try to search passenger Baggage while passenger is present. However, if passengers are not available **“TEZ JET LLC”** may search it in passenger absence. If passengers do not let **“TEZ JET LLC”** conduct all such searches, scans and x-rays, **“TEZ JET LLC”** may refuse to carry passenger and their Baggage.
- 8.9.2. Passenger must allow security checks of baggage by government officials, airport officials, police or military officials and airlines involved in carriage.
- 8.9.3. If a search, screen or x-ray causes Damage to passenger Baggage, **“TEZ JET LLC”** will not be liable for the damage.
- 8.9.4. Please note that the security authorities of some countries require that Checked Baggage is secured in such a manner that it can be opened without the possibility of causing damage in the absence of the Passenger. It is Passengers responsibility to be aware of and comply with any such requirements.

8.10. Collection & Delivery of Baggage

- 8.10.1. **“TEZ JET LLC”** will make every effort to ensure that the checked-in baggage of passenger arrives in a safe condition.
- 8.10.2. The Passengers are advised to collect their Baggage as soon as it is available for collection at destination from the relevant conveyor belt. If the Passenger fails to collect it within a reasonable time, **“TEZ JET LLC”** will store it and will charge a storage fee. If the Passenger’s Checked-in Baggage has not been claimed

within three (3) months of the time it is made available, the airline may dispose it off without any liability or notice to the Passenger.

- 8.10.3. If the Passengers are travelling in a group PNR and the Baggage is not delivered at arrival, all the Passengers under that Booking need to be present at the arrival hall at the time of registering a complaint for the lost Baggage. The Baggage will be considered as delivered in good condition if the above condition is not met.
- 8.10.4. **"TEZ JET LLC"** shall deliver Checked-in Baggage to the bearer of the Baggage Check, upon payment of all unpaid sums due to it, under these Conditions of Carriage.
- 8.10.5. **"TEZ JET LLC"** is under no obligation to ascertain that the bearer of the Baggage Check is entitled to delivery of the Baggage, and **"TEZ JET LLC"** is not liable for any loss, damage, or expense arising out of, or in connection with its failure to ascertain so.
- 8.10.6. Delivery of the Baggage will be made at the destination airport shown in the Baggage Check and not to the address of the Passenger.
- 8.10.7. Only the person holding the Baggage Check and the Baggage Identification Tag can claim a piece of Checked Baggage. **"TEZ JET LLC"** accepts no responsibility for checking the identity or authority of the person holding the Baggage Check and Baggage Identification Tag or for checking that he/she has any right to collection.
- 8.10.8. If the person claiming a piece of Checked Baggage cannot produce the required Baggage Check and Baggage Identification Tag, that person must prove that the Baggage is his or hers before **"TEZ JET LLC"** will allow collection. **"TEZ JET LLC"** accepts no responsibility for making anything other than limited enquiries of the person claiming the Baggage when assessing the right to collection.
- 8.10.9. In order to ensure that the Passengers pick-up their own Baggage only and that there are no confusions, **"TEZ JET LLC"** reserves all rights to do Baggage Tag match upon arrivals either for all Passengers or on random basis without any prejudice or discrimination. In the event where there is a possibility or slightest assumption of Passenger picking up somebody else's baggage, **"TEZ JET LLC"** reserves all rights to divulge personal information of such Passenger to the original owner of the Baggage, and will not be liable for any losses incurred thereof.
- 8.10.10. **"TEZ JET LLC"** assumes no liability for wear and tear to luggage which includes:
- a) Broken wheels or feet
 - b) Minor cuts
 - c) Loss of external locks, security straps
 - d) Damage to any protruding part of the baggage
 - e) Damage resulting from over packing and damage to retractable luggage handles
 - f) Scratches, torn zippers, straps, handles, scuffs, dents soiling or manufacturing defects
 - g) Unsuitably packed, perishable, damaged or fragile Baggage, or for damage caused by water to non-waterproof Baggage.
 - h) Any other wear and tear

8.11. Payment for Baggage

- 8.11.1. All baggage carried by the passenger, including hand baggage, should be provided at check-in counter for the flight, which is a safety requirement.
- 8.11.2. The passenger is obliged to pay for carriage of baggage in accordance with the **"TEZ JET LLC"** fares. Payment of the excess baggage shall be made for round kilograms. The rounding shall be made as per following rules:
 - a) Up to 500 g to the round kilogram shall be rounded downward;
 - b) 500 g and more to the round kilogram shall be rounded upward.
- 8.11.3. Child discounts shall not be applied to the baggage fare.
- 8.11.4. If a passenger increases the weight of baggage during the trip, the passenger is obliged to pay for carriage of baggage, which exceeds the weight of the previously paid baggage.
- 8.11.5. If the passenger provided baggage in larger quantity than the declared and prepaid one, such baggage is acceptable for carriage on the same aircraft with the passenger only if there is free tonnage and after appropriate additional charge is paid.
- 8.11.6. When a passenger follows a complicated route (several connecting flights of **"TEZ JET LLC"**), the passenger is responsible to pick up their baggage and check it in, if necessary, provide the payment for the baggage for the next flight. It is the passenger who is responsible for the consequences caused by late check-in/ lack of payment for baggage carriage for connecting flights.

8.12. Items Acceptable in Limited Amount

- 8.12.1. Passengers are allowed to carry the following substances and items as baggage in limited amount and with **"TEZ JET LLC"** permission, unless otherwise provided for by the regulations of the country to/from or through which carriage is arranged.
 - a) Alcoholic beverages with a content of alcohol exceeding 24%, but not exceeding 70% by volume, in containers of no more than 5 liters, if in sealed containers intended for retail trade, as the passenger baggage. The total net quantity of such beverages per person is 5 liters.
 - b) Alcoholic beverages with a content of alcohol exceeding 24% by volume are not subject to any restrictions other than packaging restrictions.
 - c) The alcoholic beverages are also permitted in carry-on baggage when purchased from the Airport Security Hold Area and should be placed in a transparent re-sealable plastic bag of a maximum capacity not exceeding 1 Liter. The indicative size of the 1 Liter bag is: 20.5 cm x 20.5 cm or 25 cm x 15 cm or equivalent. The containers must fit comfortably within the bag, which should be fully closed.
 - d) The passengers must comply with other applicable state / national regulations, if any.

- e) Radiation-free drugs and toiletries, including aerosols. Aerosols without any additional danger for sports or domestic purposes are only carried as checked baggage. The total net quantity of all such items carried by each passenger shall not exceed 2 kg or 2 liters, and the net quantity of a separate item shall not exceed 0.5 kg or 0.5 liters.
- f) Hairsprays, lacquers, colognes and medicines containing alcohol are carried only as checked baggage. The total net quantity of all such items carried by each passenger shall not exceed 2 kg or 2 liters, and the net quantity of a separate item shall not exceed 0.5kg or 0.5 liters.
- g) Small cylinders with gaseous oxygen or air for medical use are accepted with required documents subject to prior permission of **"TEZ JET LLC"**.
- h) Small carbon dioxide cylinders to trigger artificial limbs, as well as spare cylinders of similar size, if necessary to provide the necessary reserves throughout the journey.
- i) Dry ice of no more than 2 kg per person, when used for cooling non-hazardous perishable products, provided that gaseous carbon dioxide is able to pass through the package, carried as the carry-on baggage or checked baggage with the approval of **"TEZ JET LLC"**

8.13. Carriage of Special Bags

- 8.13.1. Binoculars, receivers and radio transmitters, photo and film equipment are accepted for carriage only if packed in suitcases or boxes. Passengers are not allowed to use them while on board. Batteries, except stationary ones, should be removed from radio equipment.
- 8.13.2. The passenger is not allowed to use the transistor receiver and other electronic devices during the flight, except for the hearing kit, cardiac equipment, electronic alarm clock, calculator, laptop, portable tape recorder (player) and typewriter.
- 8.13.3. Fragile items requiring special precautions during carriage or special storage conditions (portable tape recorders, receivers, TV receivers, crystal ware, porcelain items, diplomatic mail etc.) Items not exceeding the dimensions of carry-on baggage are allowed for carriage by the passenger in the cabin baggage subject to mandatory presentation for inspection, by agreement with **"TEZ JET LLC"** and depending of physical capacity. These items are accepted for carriage as baggage only in a safe package and provided that the **"TEZ JET LLC"** is not responsible for their safety.

8.14. Carriage of Diplomatic Bags

- 8.14.1. Diplomatic Baggage (mail) accompanied by a diplomatic courier is allowed for carriage in the passenger cabin of the aircraft. It is registered as unchecked baggage separately from the personal baggage of the diplomatic courier and

can be placed on passenger seats not occupied by passengers (no more than 23 kg per seat)

- 8.14.2. An additional (Extra) seat on board is purchased in accordance with the **“TEZ JET LLC”** fares.
- 8.14.3. Diplomatic Baggage (mail) handed over to care of **“TEZ JET LLC”** is carried in accordance with terms & conditions of special agreements between **“TEZ JET LLC”** and passenger and where there are no such agreements, in accordance with **“TEZ JET LLC”** rules and terms & instruction and condition.

8.15. Items Removed by Security Personnel

“TEZ JET LLC” will not be responsible for, or have any liability in respect of, articles removed from the Passenger’s Baggage by any airport security.

8.16. Carriage of Pets

- 8.16.1. Small pets like cats, dogs, and birds are welcome on domestic flights. However, it is essential to note that approval from the flight commander is required before we can permit pet to travel with us.
- 8.16.2. Carrying any furry or feathered companion is at passenger’s own risk.
- 8.16.3. A valid health and rabies vaccination certificate is mandatory to be carried with.
- 8.16.4. The pet needs to be in a soft, ventilated bag or kennel (in the case of a dog) not exceeding 46 cm/18 in x 46 cm/18 in x 30 cm/12 in.
- 8.16.5. The carriage of pet in the cabin or the cargo hold depends on their weight:
 - a) **Cabin travel** : Weight is under 5 kg
 - b) **Checked-in baggage** : Weight is over 5kg but less than 32 kg
 - c) **Cargo** : Weight is over 32 kg
- 8.16.6. Pet must be at least eight weeks old to travel.
- 8.16.7. **“TEZ JET LLC”** does not allow pregnant pets to travel to ensure their safety.
- 8.16.8. **“TEZ JET LLC”** only allows two pets in the cabin per flight.
- 8.16.9. Pets travelling in cabin needs to be seated on the passenger’s lap. Pets are not allowed to be seated on the passenger seat and require a ticket.
- 8.16.10. The charges that apply are based on the excess baggage fee for domestic flights and depend on the following:
 - a) Weight of pet
 - b) The weight of the container, i.e., the kennel, cage, or bag.
 - c) Other belongings of the pet, for instance, food.
- 8.16.11. While all pets requires a ticket, guide dogs trained to assist travelers with impaired vision or special needs assistance may travel free of charge. Please ensure pets are appropriately muzzled and leashed.
- 8.16.12. **For international flights “TEZ JET LLC” does not allows carriage of pets.**

8.17. Carriage of Human Remains

“TEZ JET LLC” does not accept carriage of Human Remains.

8.18. Carriage of Human Organs

"TEZ JET LLC" does not accept carriage of Human Organs.

9. SCHEDULES, DELAYS, CANCELLATION OF FLIGHTS

9.1. Schedule

- 9.1.1. The flight times and duration shown in **"TEZ JET LLC"** schedule/time table may change between the date of publication (or issue) and the date passenger actually travels. **"TEZ JET LLC"** does not guarantee flight times and flight durations to passengers and they do not form part of passenger contract of carriage with **"TEZ JET LLC"**.
- 9.1.2. **"TEZ JET LLC"** is committed to provide on-time, courteous and hassle free service. **"TEZ JET LLC"** undertakes to use its best efforts to avoid delay in carrying its passenger and their Baggage. **"TEZ JET LLC"** endeavors to adhere to publish schedules in effect on the date of travel. However, times shown in schedules or else-where, are subject to change at any time, and **"TEZ JET LLC"** shall not be liable in any way whatsoever, for any damage, claim or loss incurred or claimed by passenger as a result of such change.
- 9.1.3. **"TEZ JET LLC"** will not be liable for any error or omission in publications of schedules, or in statements or representations made by employees, agents, or representatives of **"TEZ JET LLC"**, as to the dates or times of departure or arrival, or as to the operation of any flight.
- 9.1.4. Passenger will be entitled to an involuntary refund in accordance with clause 10.2 if;
- a) The change is not acceptable to passenger; and
 - b) **"TEZ JET LLC"** or our authorized agent cannot book passenger on another flight which passenger is prepared to accept.

Apart from this, **"TEZ JET LLC"** will have no liability to Passenger for any loss or expense whatsoever.

9.2. Cancellation & Delays

- 9.2.1. Sometimes delays in departure times and the time taken for an aircraft to fly to a destination occur because of circumstances beyond **"TEZ JET LLC"** control (for example, bad weather or air traffic control delays or strikes). **"TEZ JET LLC"** will take all reasonable measures necessary to avoid delay in carrying passenger and their Baggage. These measures may include arranging for another flight to be operated by: another aircraft; another airline; or both.
- 9.2.2. Passenger will be entitled to choose one of the following three available options if **"TEZ JET LLC"** cancels a flight; fail to operate a flight reasonably according to the schedule; fail to stop at passenger destination or Stopover destination. The three available options for passenger to choose from are available without extra charge. See also Article 9.2.3 for limitations on passengers' rights and our liability.

- a) Option One: **"TEZ JET LLC"** will carry passenger and their baggage as soon as **"TEZ JET LLC"** can on another of **"TEZ JET LLC"** flights on which a seat is available. If necessary, **"TEZ JET LLC"** will extend the period of validity of passenger Ticket to cover that carriage.
- b) Option Two: **"TEZ JET LLC"** will carry passenger and their Baggage within a reasonable period of time to the destination shown on passenger Ticket on: (i) another of our flights; or (ii) by other mutually agreed means and class of carriage. **"TEZ JET LLC"** will also refund passenger if any difference between the fare, taxes, fees, charges and surcharges paid for passenger carriage and any lower fare, taxes, fees, charges and surcharges applicable to passenger revised carriage
- c) Option Three: **"TEZ JET LLC"** will give passenger an involuntary refund in accordance with clause 10 of these conditions of carriage.

9.2.3. These remedies do not affect any rights passenger may have under Article 15.7. Subject to any applicable law, these remedies and rights represent the sole and exclusive remedies and rights available to passenger if passenger carriage is affected by one of the events listed in Article 9.2.2.

9.3. Denied Boarding

9.3.1. If **"TEZ JET LLC"** cannot carry passenger in their ticketed class of service on a flight for which passenger have a confirmed reservation and have met all applicable check-in and boarding deadlines:

- a) **"TEZ JET LLC"** will carry passenger on one of **"TEZ JET LLC"** later flights in passenger ticketed class of service or, if passenger chooses, **"TEZ JET LLC"** will carry passenger on another of our flights in a different class of service. In the event of a downgrade from passenger's ticketed class of service, **"TEZ JET LLC"** will refund the difference between the applicable fares, taxes, charges and surcharges paid for passenger ticketed class of service and those applicable to the class of service in which passenger is actually carried;
- b) If passenger chooses, **"TEZ JET LLC"** will arrange for passenger to be carried on another airline so as to enable passenger to arrive at their destination within a reasonable time of passenger originally scheduled time of arrival. In such event, these Conditions of Carriage will continue to apply except that the operating carrier's conditions of carriage will apply to all operational and procedural aspects of the transferred flight; or
- c) Passenger may choose to receive an involuntary refund in accordance with clause 10.2

9.3.2. This clause 9.3.1 will **NOT** apply if **"TEZ JET LLC"** refuses to carry passenger for reasons permitted in these conditions of carriage.

9.3.3. Apart from passenger rights under the clause 9.3, **"TEZ JET LLC"** will have no liability to passenger for any loss or expense whatsoever.

10. REFUNDS

10.1. General

- 10.1.1. **“TEZ JET LLC”** will refund the fare paid for passenger’s ticket, or any unused part of it, together with applicable taxes, fees charges and exceptional circumstances surcharges in accordance with this Clause 10, **“TEZ JET LLC”** fare rules and Tariffs.
- 10.1.2. Unless **“TEZ JET LLC”** says otherwise, **“TEZ JET LLC”** will only make a refund to the person who has paid for the Ticket.
- 10.1.3. Unless passenger claim for a refund concerns a lost Ticket, **“TEZ JET LLC”** will only make the refund if passenger first give **“TEZ JET LLC”** passenger Ticket and all unused Flight Coupons and the Passenger Coupon. This requirement will not apply where passenger Ticket is an Electronic Ticket.

10.2. Involuntary Refunds

- 10.2.1. Passenger will be entitled to a refund calculated in accordance with clause 10.2.2 if **“TEZ JET LLC”**:
 - a) Cancels Passenger Flight
 - b) Fails to operate Passenger flight reasonably according to the schedule
 - c) Fails to carry passenger on a flight for which they have a confirmed reservation and have met the applicable Check-in Deadline and boarding deadline and they have not been refused carriage for reasons permitted by these Conditions of Carriage
- 10.2.2. Passenger refunds will be calculated as follows:
 - a) If no portion of passenger ticket has been used: An amount equal to the fare paid (including taxes, fees, charges and exceptional circumstances surcharges paid) if no portion of the Ticket has been used; or
 - b) If a portion of passenger ticket has been used: An amount equal to the difference between the fare paid (including taxes, fees, charges and exceptional circumstances surcharges paid) and the correct fare (including taxes, fees, charges and exceptional circumstances surcharges) for travel between the points for which passenger have used their Ticket.
- 10.2.3. Involuntary cancellations also means cancellation of air carrier services due to circumstances beyond airline control i.e war, strikes, natural calamities, weather etc.
- 10.2.4. **“TEZ JET LLC”** will pay a refund according to clause 10.2.2 (b) if **“TEZ JET LLC”** refuse passenger carriage for any of the reasons set out in these conditions of carriage or terminates passenger carriage for any reason, except that passenger will not be entitled to any refund for the flight for which passenger were refused carriage or any unacceptable behavior occurred.

- 10.2.5. Apart from the refund provided in article 10.2.2, **“TEZ JET LLC”** will have no liability to passenger for any loss or expense whatsoever. **“TEZ JET LLC”** as conditions set in these conditions of carriage can use the value of any unused carriage on passenger ticket to reimburse cost payable by passenger.
- 10.2.6. The refund will be made as per below:

Ticket Type	Charges	Cancellation type	Comments
Refundable	All charges	Within airline control	100 % + 25 % compensation of basic fare.
Refundable	All charges	Beyond airline control	100 % Refund.
Non-refundable	All charges		No Refund.

“TEZ JET LLC” at its own discretion may choose to refund the passenger for non – refundable tickets.

10.3. Voluntary Refunds

- 10.3.1. If a refund of the fare for passenger Ticket is due for reasons other than those set out in clause 10.2, the refund will be:
- a) If no portion of passenger Ticket has been used: An amount equal to the fare paid (including taxes, fees, charges and exceptional circumstances surcharges paid) less: (i) any applicable cancellation fees, if passenger Ticket is subject to restrictions; (ii) any reasonable service fees; and (iii) any fees, taxes, penalties, charges or liabilities **“TEZ JET LLC”** incur as a result of Passenger booking or passenger refund.
 - b) If a portion of the Ticket has been used: An amount equal to the difference between the fare paid (including taxes, fees, charges and exceptional circumstances surcharges paid) and the correct fare (including taxes, fees, charges and exceptional circumstances surcharges) for travel between the points for which the Ticket has been used, less: (i) any applicable cancellation fees, if passenger Ticket is subject to restrictions; (ii) any reasonable service fees; and (iii) any fees, taxes, penalties, charges or liabilities **“TEZ JET LLC”** incur as a result of passenger booking or passenger refund.

Voluntary cancellations means when a passenger cancels their booked ticket due to any reasons. In such circumstances the refund will be as per the ticket and fare rules.

10.4. Refund on Lost Ticket

No refund will be issued if passenger loses their ticket. Safekeeping of the issued ticket is a sole responsibility of the passenger.

10.5. Right to Refuse Refund

- 10.5.1. **“TEZ JET LLC”** will not give a refund if passenger applies for it more than 2 years from the date of issue of the original Ticket.
- 10.5.2. **“TEZ JET LLC”** will not give a refund on a Ticket if, when passenger arrived in a country, passenger presented the Ticket to **“TEZ JET LLC”** or to government officials as evidence of their future intention to depart from that country, unless passenger can prove to us that:
- a) Passenger have permission to remain in the country; or
 - b) Passenger will leave the country on another airline or by another means of transport.
- 10.5.3. **“TEZ JET LLC”** will not give a refund on a Ticket if:
- a) It has been stamped by a governmental organization as “Not to be Refunded”; or
 - b) It is a replacement for a lost or mutilated Ticket which was stamped as “Not to be Refunded” by a governmental organization.
- 10.5.4. **“TEZ JET LLC”** will not give a refund on a Ticket for any flight on which you have been refused carriage or from which you have been removed as per these conditions of carriage.

10.6. Currency

“TEZ JET LLC” will pay refunds in the same form and currency that was used to pay for the ticket.

10.7. By Whom Ticket Refundable

“TEZ JET LLC” will pay a voluntary refund on a ticket only if **“TEZ JET LLC”** or our Authorized agents issued the ticket.

10.8. To Whom Ticket Refundable

“TEZ JET LLC” shall be entitled to make refund either to the person named in the Booking, or to the person who has paid for the Booking, after verification of the KYC documents (Passport or any valid identification proof), and shall discharge **“TEZ JET LLC”** liability and any further claim for refund from any person. Passenger shall communicate to care@flytezjet.com, from the email address registered on the reservation (PNR) for claiming the refund.

10.9. Limitations of Passenger Right

Unless **“TEZ JET LLC”** state otherwise in these Conditions of Carriage, the refund rights set out in this clause 10 represent passenger only rights against **“TEZ JET LLC”** if passenger's carriage does not take place for any reason whatsoever. This means that **“TEZ JET LLC”** will have no other liability to Passenger for any loss or expense whatsoever.

11. CONDUCT ABOARD AIRCRAFT

11.1. General

- 11.1.1. Complimentary drinking water is offered on all flights.
- 11.1.2. **"TEZ JET LLC"** allows passenger to bring food items like cold snacks, soft beverages, snack bars and biscuits on board. For the convenience of our passengers, messy, oily or strong smelling foods are not allowed on board.
- 11.1.3. Passengers seated near an emergency exit will be briefed by the crew regarding emergency procedures and are requested to pay special attention to these requirements. Emergency exit seats may be available to Passengers who are:
 - a) Willing to operate emergency exit
 - b) Able Bodied
 - c) Aged 15 years and above, on date of travel
 - d) Not Pregnant Women
 - e) Not suffering from temporary illness which affects their mobility in any way whatsoever
 - f) Capable of (A) Locating the emergency exit; (B) Recognizing the emergency exit operating mechanism; (C) Comprehending the instructions for operating the emergency exit; (D) Following oral directions and hand signals given by a crew member'
 - g) Not travelling with infant
- 11.1.4. **"TEZ JET LLC"** shall have the discretion to assign Emergency exit seats and other seats to Passenger travelling, keeping the prescribed security norms and the safety and comfort of all the Passengers on board with **"TEZ JET LLC"**.
- 11.1.5. In case a passenger has paid for emergency exit seat and if they are not found to be in the criteria of clause 11.1.3, or as per the our employees they are not found suitable to perform the emergency exit procedures, then **"TEZ JET LLC"** reserves right to change the seats without any refunds.
- 11.1.6. **"TEZ JET LLC"** undertakes all reasonable steps to keep the aircraft clean including disinfection and fumigation of its aircraft, in accordance with applicable law. A Passenger acknowledges and agrees that the aircraft doors have to be kept open at certain stages of operations. **"TEZ JET LLC"** will not disinfect an aircraft, while Passengers are on-board the aircraft. Therefore, **"TEZ JET LLC"** will not be liable for any damage or claim, in case of the inadvertent presence of any mosquitoes, insects or pests in the aircraft.
- 11.1.7. At all times during carriage passenger must:
 - i. Contravene the laws of any state/country which has jurisdiction over the aircraft; endanger; or threaten (whether by hoax threats or otherwise) the aircraft or any person or property;
 - ii. Injure or prejudice the health of other passengers aboard the aircraft or create the risk or threat of injury or damage to health;
 - iii. Cause distress to, or be complained of as materially objectionable to, other persons aboard the aircraft, such conduct includes, for example, harassment, molestation, sexual assault or abuse;
 - iv. Cause, or be likely to cause, loss of or damage to our property or that of other passenger aboard the aircraft;

- v. obstruct, hinder or interfere with the crew in the performance of their duties; or
- vi. Disobey any instruction or direction of the pilot-in-command, crew or the airline (whether oral or by notice) issued to secure the safety or security of the aircraft and of persons or property and/or the comfort or convenience of Passengers. This may include instructions concerning safety, security, seating, seat belts, smoking, consumption of alcohol or use of drugs, use of electronic equipment including, but not limited to, mobile / cellular telephones, laptop computers, PDAs, portable recorders, portable radios, CD, DVD and MP3 players, electronic games or transmitting devices (for example, radio controlled toys and walkie talkies).

11.2. Payment of Diversion Costs

If as a result of the conduct as mentioned in clause 11.1 or in this condition of carriage, of a passenger, **“TEZ JET LLC”** decides, in the exercise of **“TEZ JET LLC”** reasonable discretion, to divert the aircraft for the purpose of offloading such a passenger, the passenger shall be required to pay all such costs resulting from that deviation.

11.3. Use of Electronic Devices

For safety reasons **“TEZ JET LLC”** may forbid or limit operation of electronic equipment, including but not limited to cellular telephones, laptop computers, portable recorders, portable radios, CD players, electronic games or transmitting devices, including radio controlled toys and walkie-talkies, inside the operation. Operation of hearing aids and heart pacemakers is permitted.

11.4. Removal of Life Jackets

Any act (Attempted or otherwise) of removal of life jacket from the aircraft seat without consent of the crew members of the flight is prohibited.

11.5. On Board Alcohol

Passengers are not allowed to consume alcohol aboard an aircraft (whether purchased as duty free from us or someone else or otherwise obtained) unless it has been served to passenger by **“TEZ JET LLC”**. We have the right, at any time for any reason, to refuse to serve alcohol or to withdraw alcohol which has been served.

11.6. Smoking Policy

Smoking is strictly prohibited on all **“TEZ JET LLC”** aircraft.

11.7. Unacceptable Behavior

If **"TEZ JET LLC"** reasonably believes that passenger has failed to observe any of points mentioned in [clause 11](#).

- (a) **"TEZ JET LLC"** may report the matter to any relevant police or other enforcement authority;
- (b) **"TEZ JET LLC"** may take such measures as **"TEZ JET LLC"** consider necessary to prevent the continuation or repetition of the offending conduct including, for example, physical restraint and/or removal of passenger from the aircraft and/or refusal to carry passenger after a Stopover (whether made for the purpose of removing you from the aircraft or otherwise);
- (c) **"TEZ JET LLC"** may decide to refuse to carry that passenger at any time in the future; and
- (d) Passenger will reimburse **"TEZ JET LLC"** for any costs incurred in order to:
 - (i) repair or replace property lost, damaged or destroyed by passenger;
 - (ii) compensate any Passenger or crew member affected by passenger's actions; and
 - (iii) divert the aircraft for the purpose of removing passenger from the aircraft. **"TEZ JET LLC"** may use the value of any unused carriage on passenger's Ticket or any of their funds in **"TEZ JET LLC"** possession to pay sums due to **"TEZ JET LLC"** from passenger.

11.8. Possession or use of E- Cigarettes, Vaping Not Permitted

The production, manufacture, import, export, transport, sale, distribution, storage and advertisement of E-Cigarettes are prohibited on the premises of aerodromes and on the aircraft. **"TEZ JET LLC"** reserves the right to refuse carriage of Passengers in possession of E-Cigarettes and of any Baggage containing E-Cigarettes, vaping on flights operated by **"TEZ JET LLC"**.

11.9. Add on services or other services offered by **"TEZ JET LLC"**

"TEZ JET LLC" offers certain add-on services such as seat selection, pre-paid snacks and pre-paid Baggage allowance to Passengers, which can be availed by Passengers in relation to their travel on **"TEZ JET LLC"** flights, on board the aircraft and at selected airports. A Passenger may book such add-on services at the time of making a Booking or thereafter.

In addition, **"TEZ JET LLC"** offers Passengers an option to purchase gift vouchers, which can be used for booking of **"TEZ JET LLC"** flights and other services provided by **"TEZ JET LLC"**.

Passengers have the option to pre-book their meals, beverages (alcoholic and non-alcoholic), and merchandise before the departure of their flights. However, pre-booked meals and beverages (alcoholic and non-alcoholic) shall be served or merchandise shall be sold to Passengers on the basis of availability. Passenger will not be entitled to a specific food item, beverage (alcoholic and non-alcoholic) or merchandise (even if such food item, beverage or merchandise is pre-booked) if it is unavailable, and **"TEZ JET LLC"** shall not be liable and responsible to Passengers for its unavailability. The meals will be served first to

Passengers who have pre-booked their meals and, subsequently, in the order of their seating.

Passengers shall make requisite inquiries in relation to the food and beverages offered or sold by **“TEZ JET LLC”** at the time of booking and ensure that they are not allergic to the contents of such food or beverages. **“TEZ JET LLC”** shall not be liable for any damages to a Passenger due to any allergies or illness on account of consumption of food offered or sold by **“TEZ JET LLC”** to the Passenger.

11.10. Photography by Passengers

- 11.10.1. Passenger may take photographs (i) within the terminal building of a civil airport as well as a defense airport, and (ii) on-board an aircraft, without causing inconvenience to any other person including crew members and other Passengers.
- 11.10.2. However, Passengers are not permitted to take photographs (i) while embarking and disembarking an aircraft, (ii) from the part of an airport used for take-off, landing and taxiing of aircraft and (iii) of the airside of a defense airport from the aircraft, the terminal building or any other part of the defense airport.
- 11.10.3. Passengers are required to take special permission from Civil Aviation Authority for taking photographs of or in any prohibited areas set out in clause 11.10.2 above.

12. ARRANGEMENT FOR ADDITIONAL SERVICES

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13. ADMINISTRATIVE FORMALITIES

13.1. General and Travel Documents

- 13.1.1. Passengers shall be solely responsible for obtaining all the travel documents prescribed under applicable law or by the relevant Regulatory Authorities. Passengers are required to comply with statutory obligations prescribed by applicable law and the Regulatory Authorities, and perform all acts as agreed and accepted under the Conditions of Carriage. Passenger Must:
 - a) Check the relevant entry requirements for any country they are visiting (even as a transit passenger); and
 - b) Obtain, hold, and present to us all passports, visas, health certificates and other travel documents needed for passenger's journey.
- 13.1.2. Passenger must obey all laws, regulations, orders and other requirements of all countries they will enter, exit, or through which transit during journey.
- 13.1.3. For details of required travel documents, it is passengers responsibility to:
 - a) Contact the embassy, consulate or other relevant body of all relevant countries prior to making bookings and at the time making booking; and

- b) Contact the same bodies again before commencing travel to ensure that the requirements which are applicable to passenger have not changed and that travel documents remains valid for all flights, destinations and planned stopovers.
- 13.1.4. If requested Passenger must:
 - a) Present to us all passport, visas, health certificates and other travel documents needed for journey (at any time when asked before or during the carriage);
 - b) Permits us to make copies of those documents; and or
 - c) Deposit those documents with a member of our flight crew aboard aircraft for safe keeping during a flight against issue to passenger of a receipt.
- 13.1.5. **"TEZ JET LLC"** will not be liable to passenger if;
 - a) Passenger do not have all passports, visas, health certificates and other travel documents needed for your journey;
 - b) If any of those documents are out of date; or
 - c) If passengers have not obeyed all laws, regulations, orders, and other requirements of all countries you will exit, enter, or through which you will transit during your journey.
- 13.1.6. **"TEZ JET LLC"** will not accept the passenger or their baggage if Visa or travel documents do not appear to be in order.
- 13.1.7. **"TEZ JET LLC"** shall not be liable for any information given by any agent or employee of **"TEZ JET LLC"**, whether in writing or otherwise, to any Passenger in connection with obtaining necessary documents or complying with laws, regulations, orders, demands, and requirements, or for the consequences resulting therefrom.
- 13.1.8. **"TEZ JET LLC"** shall not be liable or responsible if it fails to provide services to a Passenger on account of the Passenger's failure to comply with applicable law or as per the directions of the Regulatory Authorities.
- 13.1.9. **"TEZ JET LLC"** has the right to refuse carriage in this way even if passenger have started or completed part of carriage before it becomes clear to us.

13.2. Refusal of Entry

- 13.2.1. If passengers are refused entry to a country (including a country they transit through while en-route to destination), Passenger must pay:
 - a) Any fine, penalty or charge assessed against **"TEZ JET LLC"** by the government concerned (including detention costs);
 - b) Any detention costs **"TEZ JET LLC"** are charged;
 - c) The fare for transporting Passenger, and an escort if required, from that country; and
 - d) Any other costs we reasonably agree to pay.
- 13.2.2. **"TEZ JET LLC"** will not refund to passenger the fare paid for carriage to the airport where you were refused entry.

13.3. Passenger Responsible for Fines, Detention Costs etc.

Passenger must repay **“TEZ JET LLC”** in full for any fine, penalty, detention costs, deportation or removal expenses, escorting charges (if any), cost of ticket(s) issued for Passenger, or any other expenditure paid by **“TEZ JET LLC”** because Passenger have failed to:

- a) Comply with any laws, regulations, orders or other travel requirements of the country passenger have travelled to; or
- b) Produce the required travel documents on seeking entry to a country or Passenger has been refused admission into the country.

“TEZ JET LLC” may use the value of any unused carriage on passenger Ticket or any of passenger funds in **“TEZ JET LLC”** possession to pay sums due to **“TEZ JET LLC”** from Passenger.

13.4. Return of Confiscated Travel Documents

“TEZ JET LLC” will not be liable to passenger for the return of any travel documents, identification documents or tickets confiscated by a government or other authority.

13.5. Security Inspection

Passenger must allow security checks, searches and scans of passenger and baggage by **“TEZ JET LLC”**, our handling agents, government officials, airport officials, police or military officials and other airlines involved in passengers carriage. If passenger refuses then **“TEZ JET LLC”** will refuse to carry passenger and their baggage.

13.6. Customs Inspection

If required, passenger will attend inspection of their baggage by customs or other government officials. **“TEZ JET LLC”** will not be liable to passenger for damage suffered by passenger in the course of such inspections or as a result of passenger failure to attend.

14. SUCCESSIVE CARRIERS

Where passenger's carriage is to be performed by **“TEZ JET LLC”** and other airlines in succession under one Ticket, or a Conjunction Ticket, it is likely to be regarded as a single operation for the purposes of the Convention. See [Clause 15.2](#) for limitations of our liability for such carriage.

15. LIABILITY FOR DAMAGE

15.1. Applicability

The liability of a carrier with respect to a Passenger's journey is determined in accordance with the carrier's conditions of carriage, and in this case, **“TEZ JET LLC”** Conditions of Carriage. The provisions in relation to limitation of **“TEZ JET LLC”** liability are set out in this Clause 15. The rules applicable to **“TEZ JET LLC”** liability shall be as provided by the

Convention, to the extent it applies, and to the extent not in consistent with the Convention, applicable law of Bishkek, Kyrgyz Republic.

15.2. Scope of Liability

We will be liable only for damage occurring during carriage on flights or flight segment operated by us, or in relation to which we have a legal liability to passenger. If we issue a ticket or if we check baggage for carriage on another airline, we do so only as agent for that airline. Where carriage of passenger's baggage is performed by successive carriers (as defined by the applicable convention); passenger may make a claim against the first or last carrier.

15.3. General Limitations

- 15.3.1. Wherever the convention applies to your carriage, our liability will be subject to the rules and limitations of the applicable convention, as amended by other applicable law.
- 15.3.2. To the extent permitted by applicable law, we will be wholly or partly exonerated from liability to you for damage if we prove that the damage was caused or contributed to by your negligence or other wrongful act or omission.
- 15.3.3. We may be wholly or partly exonerated from liability to you for damage if we prove that:
 - a) The damage did not result from our negligence;
 - b) The damage resulted from the negligence of a third party;
 - c) That we took certain measures to avoid the damage; or
 - d) That it was impossible to take such measures to avoid damage.
- 15.3.4. Unless specified in the convention, we will not be liable for any damage arising from:
 - a) Our compliance with applicable local law or government rules and regulations; or
 - b) From your failure to comply with the same.
- 15.3.5. Except where we state otherwise in these conditions of carriage, we will be liable to you only for compensatory damages you are entitled to recover for proven losses and costs under the convention or local laws which may apply.
- 15.3.6. Passenger contract of carriage with **"TEZ JET LLC"** (including these conditions of carriage and all applicable exclusions and limits of liability) applies for the benefit of our authorized agents, servants, employees and representatives to the same extent as they apply to us. The total amount of damages passenger may recover from **"TEZ JET LLC"** and from such authorized agents, servants, employees and representatives will not be more than our own liability, if any.
- 15.3.7. Nothing in these conditions of carriage:
 - a) Gives up or waives any exclusions or limitation of our liability available under the convention or applicable local law unless otherwise expressly stated in writing by **"TEZ JET LLC"**; or
 - b) Prevents us from excluding or limiting our liability under the convention or under any laws which apply or gives up any defense available to us thereunder against any public social security body

or any person liable to pay, or who has paid, compensation for the death, wounding or other bodily injury of a passenger.

15.4. Death or Injury to Passengers

- 15.4.1. In the event of death or any other bodily injury suffered by a Passenger on board an aircraft or in the course of embarking or disembarking an aircraft, **"TEZ JET LLC"** liability (for international travel including domestic Flight Segment of international journeys) will be governed by the relevant provisions of the Convention, with certain exceptions, adaptations, modifications etc. as notified by the Civil Aviation Authority, Kyrgyz Republic, as amended from time to time, and shall be subject to the limits set forth under such provisions.
- 15.4.2. Notwithstanding the provisions of [Clause 15.4](#) above, if **"TEZ JET LLC"** proves that the damage was caused by, or contributed to by, the negligence of the Passenger, **"TEZ JET LLC"** may be exonerated wholly or partly from its liability in relation thereto.
- 15.4.3. **"TEZ JET LLC"** is not responsible for any illness, injury or disability, including death, attributable to a Passenger's physical condition or for the aggravation of such condition.
- 15.4.4. **"TEZ JET LLC"** does not assume, and expressly disclaims, any liability to any passenger, person(s) or entities for any direct or indirect loss or damage, injury, disease, poor health or death caused to any such passenger or person(s) on account of any disease, epidemic or pandemic including COVID-19, or contracting any such disease, epidemic or pandemic, on board an **"TEZ JET LLC"** flight or in the course of any of the operations of embarking or disembarking or otherwise in the course of their journey with **"TEZ JET LLC"**.

15.5. Damaged, Delayed or Lost Checked-in Baggage

- 15.5.1. For damaged, delayed or lost Checked-in Baggage, **"TEZ JET LLC"** liability will be governed by the Convention as may be applicable, with certain exceptions, adaptations, modifications as notified by the Civil Aviation Authority, Kyrgyz Republic, and shall subject to such provisions (for international travel, including domestic Flight Segment of international journeys) not exceed U.S. \$20.00 per kilogram in case of a loss of Checked-in Baggage, and US \$ 4.61 per kilogram for damaged Checked-in Baggage. For delayed Checked-in Baggage, Passengers agree that **"TEZ JET LLC"** liability shall be limited and determined by **"TEZ JET LLC"** as per its discretion and based upon its prevailing policy.
- 15.5.2. **"TEZ JET LLC"** shall not pay any compensation to Passengers on account of any indirect, consequential or remote reasons attributable to **"TEZ JET LLC"** for lost, delayed or damaged Checked-in Baggage.
- 15.5.3. **"TEZ JET LLC"** will not be liable for lost, delayed or damaged Checked-in Baggage to the extent such loss, delay or damage is a result of inherent defect or quality of the Checked-in Baggage or any negligence on part of Passengers.
- 15.5.4. **"TEZ JET LLC"** shall not be liable for lost, delayed or damaged Checked-in Baggage if it proves that it took all measures that could reasonably be required

to avoid such loss, delay or damage or that it was impossible for it to take such measures.

- 15.5.5. If **"TEZ JET LLC"** proves that the negligence or other wrongful act or omission of the Passenger claiming compensation, or the person from whom he or she derives his or her rights caused or contributed to the loss, delay or damage to the Checked-in Baggage, **"TEZ JET LLC"** shall be wholly or partly exonerated from its liability to the extent that such negligence or wrongful act or omission caused or contributed to such loss, delay or damage to the Checked-in Baggage.
- 15.5.6. Passengers will be solely responsible for carriage of their Hand Baggage / personal belongings and **"TEZ JET LLC"** will not be liable for any loss or damage in relation thereto.
- 15.5.7. **"TEZ JET LLC"** assumes no liability for fragile or perishable articles. **"TEZ JET LLC"** will not be liable for loss or damage to articles not permitted to be carried in Checked-in Baggage of the Conditions of Carriage and applicable law.
- 15.5.8. In addition, **"TEZ JET LLC"** assumes no liability for wear and tear to Checked-in Baggage, which includes:
- a) Broken wheels or base;
 - b) Loss of external locks or security straps;
 - c) Damage to any protruding part of the baggage;
 - d) Damage resulting from over-packing;
 - e) Damage to retractable luggage handles;
 - f) Scratches, torn zippers, straps and handles scuffing, denting, soiling or manufacturing defects;
 - g) Damage to perishable or fragile baggage; or
 - h) Any other wear and tear.
- 15.5.9. A Passenger shall be held solely responsible for any loss or damage caused by the Passenger's Checked-in Baggage to any other person or property, including **"TEZ JET LLC"** property and **"TEZ JET LLC"** will not be held liable to any third person in relation thereto.

15.6. General

The Conditions of Carriage and the exclusions or limits on liability mentioned herein, apply to Travel Agents, servants, employees and representatives of **"TEZ JET LLC"** to the same extent as are applicable to **"TEZ JET LLC"**. It is clarified that **"TEZ JET LLC"** will not be liable for any loss, delay or damage arising from **"TEZ JET LLC"** compliance with applicable law or from a Passenger's failure to comply with the same. In any event, **"TEZ JET LLC"** liability shall not exceed the amount of proven damages under any circumstances. Except where other specific provision is made in the Conditions of Carriage, **"TEZ JET LLC"** shall be liable to the Passenger only for recoverable compensatory damages for proven losses and costs in accordance with the Convention, as applicable. Nothing in the Conditions of Carriage shall waive any exclusion or limitation of **"TEZ JET LLC"** liability under the Convention, or any other applicable law unless otherwise expressly stated by **"TEZ JET LLC"**.

15.7. Delay in Carriage of Passengers

In the event of delay in carriage of passengers on the flights operated by **“TEZ JET LLC”** (for international travel including domestic Flight Segment of international journeys), **“TEZ JET LLC”** liability will be governed by the Convention (as may be applicable, with certain exceptions, adaptations, modifications and amendments as notified by the Civil Aviation Authority, Kyrgyz Republic), and shall be subject to the limits set forth under such provisions. Subject to the Convention (as may be applicable), in any event, **“TEZ JET LLC”** liability shall not exceed the amount of proven damages under any circumstances.

16. TIME LIMITATION ON CLAIMS & ACTIONS

16.1. Notice of Claims

The acceptance of Checked-in Baggage by Passengers, without registering any complaints with **“TEZ JET LLC”** before leaving the airport premises, is sufficient evidence that the Checked-in Baggage has been delivered in good condition and in accordance with the Conditions of Carriage. A Passenger is required to match the identification number mentioned on the Baggage Tag with the Baggage Identification Tag to ensure that the Checked-in Baggage collected by a Passenger belongs to him/her. If a Passenger fails to conduct such verification and collects the Checked-in Baggage that does not belong to him/her, **“TEZ JET LLC”** shall take necessary steps to retrieve such Checked-in Baggage in accordance with applicable law.

If the Passenger wishes to file a claim or an action regarding delay of Checked Baggage, the Passenger must notify us within 21 (twenty-one) days from the date the Baggage has been placed at his/her disposal. Any right to damages shall be forfeited if an action is not brought against **“TEZ JET LLC”** Air 21 (twenty-one) days of the date of arrival at the destination, or the date on which the aircraft was scheduled to arrive, or the date on which the carriage stopped.

Each such notification must be in writing and dispatched within the times aforementioned.

16.2. General Procedure for filing a claim

- 16.2.1.** Before filing of an action against **“TEZ JET LLC”** for the disputes related to the carriage it shall be necessary to file a claim to **“TEZ JET LLC”**.
- 16.2.2.** Claims may be submitted within 21 (Twenty One) days.
- 16.2.3.** Should the claim be rejected or the reply has not been received within the set period, then the claimer shall have the right to file an action.
- 16.2.4.** The circumstances and the fact which may be the ground for filing a claim by the victim and correspondingly for material liability of **“TEZ JET LLC”**, the passenger, senders and receivers of the baggage shall be verified by a record (PIR).
- 16.2.5.** In case of delayed baggage delivery, its shortage, damage or loss, as well as in case of issuance of the baggage without presenting a baggage identification tag, there shall be drawn up a record on failure in carriage to be signed by the person receiving the baggage and **“TEZ JET LLC”**.

- 16.2.6. All claims for compensation for Damage to Baggage must be accompanied by an itemised list identifying each affected item by description, manufacturer and age, together with proof of purchase or ownership for all such items.
- 16.2.7. In the case of a compensation claim concerning physical damage to Baggage, you must retain and, if requested by us, let us examine the affected Baggage so that we may assess the nature, extent and reparability of that damage.
- 16.2.8. If you wish to claim the cost of replacement of an individual item which forms part of a claim for compensation for Damage to Baggage, you must consult us before you incur such cost otherwise we may not include the cost in any compensation payable. Proof of purchase of all replacement items must accompany your claim.
- 16.2.9. For all claims for compensation concerning Baggage, you must provide us with any information we may request to assess the eligibility of your claim for compensation and the amount of any compensation payable.
- 16.2.10. If required by us, you will sign a statement of truth regarding the facts of your claim for Damage to Baggage before we pay any compensation to you.
- 16.2.11. Failure by you to fully comply with the relevant requirements of [Clause 16.2](#) may adversely affect the amount of any compensation to which you may be entitled.

16.3. Limitations of Actions

- 16.3.1. You will have no right to bring any action or receive compensation for any Damage if an action is not brought within two years of the date:
 - a) Of your arrival at the place of destination;
 - b) On which the aircraft was scheduled to arrive; or
 - c) On which the carriage stopped.
- 16.3.2. No action to enforce any other right to damages or compensation shall be brought after two years from the date that the right arose unless a different period of limitation is mandated by applicable law and such period of limitation cannot be altered by these Conditions of Carriage.
- 16.3.3. The method of calculating the period of limitation shall be determined by the law of the court where the case is heard.

17. OUR REGULATIONS

- a) Some aspects of your carriage may be governed by our Regulations in addition to these Conditions of Carriage. Wherever applicable, you must obey our Regulations (but see clause 2.4 for what happens if these Conditions of Carriage are inconsistent with any of our Regulations). These Regulations concern, among other things:
 - i. Unaccompanied children;
 - ii. Pregnant women;
 - iii. Disabled Passengers;
 - iv. Sick Passengers;
 - v. Carriage of animals (including service animals);
 - vi. Restrictions on use of electronic devices on board aircraft;

- vii. Forbidden items in Baggage; and
- viii. Limit on the size and weight of Baggage.

18. INTERPRETATION

- a) The title or heading of each paragraph of the Conditions of Carriage is for convenience only and may be ignored for the purposes of interpretation.
- b) Other than expressly specified in these Conditions of Carriage, we exclude all liability for any costs, expenses, losses, compensation or damages whatsoever that may arise in any way in connection with your carriage or any breach of these Conditions of Carriage by us.
- c) The references to civil aviation requirements (CARs) issued by the Civil Aviation Authority (CAA) in these Conditions of Carriage shall mean the most recent version of CARs with all the relevant amendments.

19. PASSENGER GRIEVANCE REDRESSAL

At “TEZ JET LLC”, we strive to achieve the highest level of Passenger satisfaction and our teams are well trained to address your concerns. However, in the event you feel dissatisfied about our service, please contact us through any of the following:

Primary Email	Our Station Managers at airports
Escalation 1	care@flytezjet.com

Passengers agree and acknowledges that in case of any issues or concerns arising out of the Conditions of Carriage, any and all correspondences, summons and notices will only be deemed to have been validly served if the same is sent to the corporate office address of “TEZ JET LLC” and not at any other address, the details of which are as under:

Corporate Office Address:

“TEZ JET LLC”, Bld. 49A, M. Fuchik Str., Pervomay District, Bishkek City, Kyrgyz Republic - 720080

20. DISPUTE SETTLEMENT & GOVERNING LAW

These conditions of carriage shall be construed by, and governed in accordance with the Kyrgyz Republic laws. All disputes arising out of, or in connection with these Conditions of Carriage shall be settled by the courts or tribunals situated at of Bishkek, Kyrgyz Republic which shall have exclusive jurisdiction ousting the jurisdiction of any other courts or tribunal situated anywhere else to hear the matters in relation to these Conditions of Carriage.

21. MODIFICATION & AMENDMENTS

“TEZ JET LLC” reserves the right to vary, amend or alter these regulations at any time without any prior notice or liability.