REGULATIONS FOR AIR CARRIAGE OF PASSENGERS AND ADDITIONAL SERVICES OF FlyArystan AIRLINE

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CHAPTER 1 - GENERAL PROVISIONS

ARTICLE 1 - APPLICATION OF REGULATIONS

1.1. These Regulations for Air Carriage of Passengers and Additional Services of FlyArystan Airline, business unit of Air Astana JSC (hereinafter – Regulations) are an integral part of the contract for air carriage of passengers and baggage.

1.2. The Regulations have been developed in accordance with applicable laws of the Republic of Kazakhstan and shall apply during domestic and international air carriage of passengers and baggage under the own flag of FlyArystan as a carrier.

1.3. The titles of chapters and articles of the Regulations are for ease of reference only and in no way affect the interpretation of chapters and articles.

1.4. These Regulations must be kept in sales offices of the Carrier and on the Carrier’s website.

ARTICLE 2 – CHANGES IN THE REGULATIONS

2.1. These Regulations, instructions and other documents of the Carrier governing air carriage are subject to alterations on the part of the Carrier without prior notice to passengers, provided that no such alteration applies after commencement of transportation.

2.2. Representatives, employees and agents of the Carrier are obliged to be meticulous about Regulations and are not allowed to distort or alter their provisions.

2.3. All alterations, additions and amendments are made to these Regulations in the prescribed manner and enter into force after approval by the President of the Carrier.

ARTICLE 3 - BASIC TERMS USED IN THESE REGULATIONS

AGENT - a natural or legal entity representing the Carrier who is authorized to act directly by the Carrier or on its behalf in the execution of all procedures associated with air ticket/reservation, arrival, departure and clearance of the aircraft of this Carrier, crew, passengers, baggage and mail.

AIRPORT – complex of facilities intended for acceptance and departure of aircrafts, servicing of air carriage and having for these purposes an airfield, air terminal, other necessary facilities and equipment.

DESTINATION AIRPORT (POINT) – airport (point), where the passenger or baggage is delivered in accordance with the air carriage contract.

DEPARTURE AIRPORT (POINT) – airport (point), from which the carriage of a passenger or baggage begins under the air carriage contract.

BAGGAGE – personal property of passengers transported on the aircraft board.

UNCHECKED BAGGAGE (HANDLUGGAGE) – passenger’s baggage, which weight is determined by the rules of fare, transported by aircrafts with the consent of the carrier and placed in passenger compartments. It is delivered onboard by the passengers themselves and transported under the responsibility of a passenger.

TICKET – (passenger ticket and baggage check) – document for the carriage of a passenger issued by the carrier or its agents, evidencing that the passenger familiarized with the terms of the air carriage contract and the air carriage contract has been executed between passenger and the carrier.

ELECTRONIC TICKET – electronic document, evidencing that the passenger familiarized with the terms of the air carriage contract and the air carriage contract has been executed between passenger and the carrier.

RESERVATION (order) - pre-allocation of a place on the aircraft for the carriage of a passenger, as well as
volume and tonnage for baggage carriage, confirmed by electronic record in the carrier’s reservation system containing flight and other information about the passenger, baggage, with an assigned unique alphanumeric code. The order can be assigned the status of “purchased reservation”, “preliminary reservation”, “cancelled”.

AIRLINE – designated linesetting the points, between which scheduled air carriage takes place.

AIRCRAFT – airplane intended for carriage of passengers and baggage.

AIRCARRIAGE – transportation of passengers, baggage by aircrafts under and in accordance with the terms of the contract of carriage

PREFLIGHTINSPECTION – inspection of hand luggage, baggage and passengers (personal inspection), aircrafts, aircraft crews, servicing staff, on-board resources in order to detect substances and items prohibited for transportation (explosive, flammable, radioactive, toxic agents, weapon, ammunition, drugs, etc.) by air transport under the aviation security requirements.

WEBSITE – hardware-software system that provides information on the Internet about goods and/or services of the carrier and intended for reservation and real-time payment for carriage directly by the carrier’s passenger.

ITINERARY – airports (points) of departure, transfer, stop and destination indicated in the ticket in a certain sequence.

INTERNATIONAL AIR TRANSPORT ASSOCIATION (IATA) – non-governmental international organization, developing recommendations on the level, structure and application of fare, uniform general conditions of carriage, including passenger service standards, as well as mutual settlements between carriers subject to interline agreements.

INTERNATIONAL AIR CARRIAGE – air carriage, when the points of departure and destination are located either on the territory of two or more countries or on the territory of the same country provided that stop-over takes place on the territory of another country, regardless of whether there is a stop during transportation.

STOP-OVER – waypoint previously agreed with the carrier and included in the fare, where the passenger temporarily suspends the carriage.

PASSENGER – an individual who is not member of the crew and transported by aircraft in accordance with the contract of air carriage or on other legal grounds.

CARRIER – FlyArystan airline, business unit of Air Astana JSC, providing air carriage of passengers and baggage, and holding air carrier operating certificates.

FLIGHT COUPON – part of the ticket authorizing the passenger to fly between two points specified therein.

AVAILABLE CAPACITY – part of the passenger cabin, baggage, cargo compartments of the aircraft used for payload.

FLIGHTCHECK-IN – check-in of passengers and their baggage, hand luggage for the carrier’s flight by entering passenger and baggage data into the check-in system and changing the status of the electronic ticket coupon.

FLIGHT – aircraft flight (scheduled or unscheduled) in one direction from the initial to the final point.

SCHEDULED FLIGHT – flight performed in accordance with the schedule established and published by the carrier.

FEE – amounts included in the ticket price in addition to the fare, as well as the amount charged by the carrier, its agent for:

Passenger service at airports;
Service rendered upon sale, reservation, change of reservation;
Service during air carriage of passengers, baggage; and additional services,
Fines set by fare application conditions;

FEE for refund procedure – fee charged from passenger for cancellation of air ticket,

FEE for booking procedure – fee charged from passenger for change of the departure date

FARE – fare charged by the carrier for the carriage of one passenger or for the carriage of a unit of weight or volume of baggage from the point of departure to the destination point along a particular route and in the appropriate service class.

NORMAL FARE – fare set for economy service class without imposition of restrictions.

SPECIAL FARE – fares with special conditions and restrictions determined by the carrier.

FARE CONDITIONS – conditions of fare that must be respected (enforced) when applying the fare for any age of a passenger or specific categories of passengers.

ELECTRONIC MISCELLANEOUS DOCUMENT (ELECTRONIC VOUCHER) – personal payment carriage document used when providing additional services to passengers, charging fees and payment, which provides information about service, fee or fare in the electronic digital format.

ARTICLE 4 - SCOPE OF THE PASSENGER CARRIAGE CONTRACT

4.1. According to the contract for air carriage of a passenger, the carrier undertakes to transport the passenger to the destination point, and in the event of the passenger handing over the baggage, also to deliver the baggage to the destination point and to issue it in accordance with the procedure established by these regulations, and the passenger undertakes to pay for the baggage according to the published fare.

4.2. The regulations shall establish the obligations, rights and responsibilities of the carrier and passengers, paperwork procedure, carriage procedure, govern the execution, modification and termination of the contract of carriage, complaint procedure, settlement of disputes and other relations arising from the contract of carriage, and are binding on the parties to the contract of carriage.

4.3. Private law relations associated with transportation, including but not limited to payment and reimbursement of the ticket price, additional services, alteration, termination of the contract of carriage, requirements of the Carrier related to flight safety, transportation of specific categories of passengers, behavior of passengers on board are governed by the contract of carriage. In this case, the law of the Republic of Kazakhstan shall apply to the contract of carriage.

4.4. Public law relations associated with air carriage of passengers and baggage, including but not limited to requirements for passengers in terms of permits for entry, departure of passengers, carriage of young passengers abroad, requirements for aviation security do not apply to the subject matter of the contract of carriage of passengers and baggage, and are governed by the relevant law of the countries from/to the territory of which the carriage is carried out. Consequences of non-compliance by passengers with these requirements, resulting in damage to the Carrier shall be governed by these Regulations.

ARTICLE 5 - GENERAL TERMS AND CONDITIONS OF THE CONTRACT OF CARRIAGE

5.1. Carriage documents are as follows:
- during transportation of a passenger (and baggage) – ticket and baggage check;
- when the passenger pays fees and charges for the services provided concerning the implementation of the air carriage contract, when transporting baggage subject to payment - electronic miscellaneous document or electronic voucher;

5.2. The Carrier may transfer the passenger for carriage to another carrier without notification, replace the aircraft, change or cancel landing at the points specified in the ticket, if necessary. The schedule is subject to change without prior notice to the passenger. The Carrier is not responsible for providing connections between flights.
5.3. Passenger is obliged to observe the requirements of public authorities during travel, to present the entry, exit and other required documents, as well as to arrive at the airport by the time set by the carrier or in the absence of exact instructions about arrival time, with sufficient time to complete all required pre-flight procedures.

5.4. When entering into the contract for air carriage of passengers, baggage, the rules, fares and fees apply, which are valid on the date of issuance of the carriage document and the date of carriage. The passenger is obliged to pay for carriage using the methods specified by the carrier. In case of improper payment, the passenger is liable for the consequences of such payment.

5.5. Obligations of the Carrier shall arise after proper payment for carriage and additional services.

5.6. For aviation safety of the flight, the passenger undertakes not to create situations threatening the health of a passenger or the safety of persons and property on board, as well as inconvenience to other passengers, and also to the airline’s staff, including any verbal abuse and physical abuse towards them.

5.7. The rules for limitation of the carrier’s liability established by the Montreal Convention or the Warsaw Convention shall apply to the contract of international air carriage of passengers and baggage in accordance with the rules of application established by the specified international agreements.

5.8. The Carrier’s responsibility for carriage within the territory of the Republic of Kazakhstan shall be governed by existing regulations of the Republic of Kazakhstan and these Regulations.

5.9. Any exclusion or limitation of carrier’s liability extends to its agents, employees and representatives, and to any person whose aircraft is used for transportation by the carrier and its agents, employees and representatives.

5.10. The Carrier is not responsible for the accuracy of documents issued by the relevant public and other competent authorities for presentation during transportation.
CHAPTER 2 - CONCLUSION, MODIFICATION AND TERMINATION OF THE CONTRACT OF CARRIAGE

ARTICLE 6 - RESERVATION

6.1. Reservation of a passenger seat, available capacity (tonnage, volume) on the carrier’s aircraft is a precondition for passenger for air carriage of passenger or baggage.

6.2. Reservation of a passenger seat and available capacity for passenger involves the carriage of a passenger and his baggage on the date, according to flight and route, in respect of which the reservation took place.

6.3. For reservation, special services and to meet the flight safety requirements, the passenger provides the following information:

1) surname, given name;
2) type and number of the identity document, which is necessary for carriage;
3) place and date of departure, destination point, type of route (direct, transit);
4) contact details with the consent of the passenger (email address and phone number) through which the airline or authorized agent selling the tickets will be able to contact this passenger.

5) citizenship (nationality).

6.4. Spelling of a passenger’s surname and given name in the ticket must be the same as spelling in Latin letters in the identity document. The passenger checks the spelling of the surname and given name in the issued ticket.

6.5. Adjustment of reservation in connection with errors in the spelling of the surname and given name of the passenger is allowed if the number of errors in the surname and given name cumulatively does not exceed three errors. In the event that spelling of the passenger’s surname and given name has more than three mistakes, the ticket price is refunded in accordance with fare application conditions.

6.6. If a passenger refuses to provide information stipulated by these Regulations, the Carrier is entitled to refuse reservation.

6.7. The Carrier and its agent shall not transfer information received from the passenger to third parties, except as required by the applicable legislation of the Republic of Kazakhstan and foreign countries.

6.8. Conclusion of the contract for air carriage of passengers and baggage means the unconditional consent of the passenger to the collection and processing of personal data, both using the computer equipment and without using such facilities. Where provided for by the laws of the Republic of Kazakhstan and foreign countries, the Carrier provides personal data to third parties, including their cross-border transmission.

6.9. By entering into the contract of carriage, the passenger agrees with the completion and issuance of the certificate of using the ticket by ticket number. By transferring the ticket to third parties or by reporting the ticket number, the passenger agrees with receipt of this certificate by these persons. In this case, the Carrier is not liable for access to information on the use of a ticket by number.

6.10. A passenger or person who carries out reservation on behalf of a passenger shall inform the Carrier in the following cases, 5 calendar days before the flight or within the deadlines published on the website:

1) limited mobility of the passenger;
2) reduced function of vision, hearing (disability) impeding the independent movement of the passenger;
3) accompaniment by assistance dog as per sub-clause 3) of this clause;
4) infectious or other disease;
5) period of pregnancy of more than 22 weeks;
6) transportation of animals (birds);
7) excess baggage or oversized, heavy-weight baggage;
8) baggage, which must be transported only in the aircraft cabin;

The Carrier upon receipt of this information, informs the passenger within 24 hours of the rejection of carriage, if the carriage is not possible due to the technical capabilities of the aircraft as provided for by sub-clauses 1), 3), 4), 5), 7) 8) of this clause.

Note. In the above situations, the passenger is obliged to familiarize with the requirements of the Carrier by the date of notification of such carriage, which is published on the Carrier’s website. If the passenger fails to notify the Carrier within the deadlines published on the website, the Carrier does not guarantee that such passenger or its baggage will be accepted for the flight.

6.11. Reservation and carriageregistration must be carried out in accordance with fare application conditions.

6.12. Reservation of passenger seat is considered preliminary for a passenger until the carrier has not issued a carriage document for the passenger and the passenger has not paid for the carriage of the passenger and additional services.

6.13. Advance reservation is a chargeable service. For advance reservation, the carrier determines the effective period of reservation for the passenger. Advance reservation can be cancelled by the carrier upon expiration of the reservation without notice to the passenger.

6.14. The cost of advance reservation is charged in the amount and under the conditions established by the Airline and payment for this service is non-refundable.

6.15. Advance reservation is canceled without notice, if after expiration of reservation the passenger did not pay for the ticket or failed to meet other requirements of the carrier.

6.16. Advance reservation of a passenger seat is confirmed by issuing a unique reservation number by automated reservation system of the carrier.

ARTICLE 7 – CHANGE OF AIR CARRIAGE CONTRACT

7.1. Possibility to change the terms of the contract of carriage depends on the fare application conditions.

7.2. If the terms of the air carriage contract change at the passenger’s request, then fees (fines) may be imposed in accordance with fare conditions.

7.3. Payment of fees (fines) for changing the terms of the air carriage contract is made in the currency of the country where this fee is paid at the rate set by the automatic reservation system on the date of payment.

7.4. Re-ticketing/replacement of passenger’s ticket for another person is not allowed.

7.5. Change of the domestic and international route is not allowed.

7.6. Change of the transportation route registered within the Republic of Kazakhstan to international route, as well as in reverse order is not allowed.

ARTICLE 8 – PASSENGER TICKET

8.1. Passenger ticket and baggage check are carriage documents certifying the execution of the contract for air carriage of passengers and their baggage to the destination point, providing a seat on the aircraft serving the flight indicated in the ticket, and in the event of handing over the baggage - delivering baggage to the destination point.

8.2. The passenger ticket is issued by the carrier in electronic format (electronic ticket) - for the flights of the Carrier.

8.3. Passenger ticket includes flight coupons, each of which is valid for the carriage of a passenger and additional services only in accordance with the route, date and flight specified in the coupon.

8.4. The Carrier accepts flight coupons for the carriage of passengers and baggage, as well as refund of the paid amount in the direct sequence from the point of departure.

8.5. Itinerary receipt is issued as a confirmation of the purchase of electronic ticket. There are
several options for printing the route of electronic ticket:

1) printing;
2) sending to the passenger’s email address.

When flying abroad, the itinerary receipt is required during passport control as proof of return ticket.

8.6. Passenger ticket is issued only after payment for carriage at the specified fare.

8.7. Passenger ticket is issued upon presentation of the valid identity document:

• passport of the Republic of Kazakhstan;
• identity card of the Republic of Kazakhstan;
• residence permit for foreign citizen in the Republic of Kazakhstan;
• stateless person certificate;
• international passport;
• birth certificate issued by competent authorities of the Republic of Kazakhstan.

8.8. Passenger is allowed for carriage if there is electronic ticket in the automated registration system that is properly issued and contains available flight coupon.

8.9. Use of the ticket by a person not indicated in the ticket is prohibited.

8.10. If the passenger intends to present another document during flight check-in, proving his identity than the one on the basis of which the ticket was issued, the passenger must contact the carrier or agent before the check-in to enter changes concerning the identity document in the ticket and the automated reservation system, and the carrier or agent are obliged to take actions to make these changes.

ARTICLE 9 - LOST, MUTILATED OR INVALID PASSENGER TICKET

9.1. The Carrier may declare the electronic ticket invalid and has the right to refuse carriage if the flight coupon has the following status:

• the flight coupon was exchanged (“E” status – exchange);
• the flight coupon was used for carriage (“F” status – flown);
• refund of the flight coupon (“R” status – refund);
• the flight coupon was suspended (“S” status – suspend or “G”).

9.2. Passenger ticket is valid for the carriage of a passenger within the period established by the fare conditions.

ARTICLE 10 – ASSIGNMENT OF PASSENGER TICKET

10.1. Passenger ticket shall not be assigned and used by another person. A person presenting passenger ticket in the name of another person is not allowed for carriage or to receive refund of unused passenger ticket or part of it.

ARTICLE 11 – EFFECTIVE PERIOD OF THE PASSENGER TICKET

11.1. Passenger ticket issued for carriage is valid for the carriage of a passenger and his additional services, within the terms established by the conditions such a fare.

11.2. The effective period of the ticket is extended to the nearest carrier’s flight, which has a free seat of the same service class that corresponds to initially paid fare, if the passenger could not fly during the effective period of the ticket in the following case:

1) cancellation or delay of the flight indicated in the ticket;
2) failure of the aircraft to land at the airport indicated in the ticket;
3) failed departure of the passenger due to the absence of a seat and on the date indicated in the ticket;
4) return of the aircraft that failed to perform the flight to the airport of departure;
5) flight suspension due to the forced landing of the aircraft;
6) improper registration of the carrier’s ticket.
ARTICLE 12 – PAYMENT FOR CARRIAGE

12.1. For carriage of passengers, baggage by scheduled flights, the carrier or agent charges a carriage charge, which is specified in the carriage document.

12.2. The Carrier accepts payment in cash and via bank transfer. Payment via bank transfer: by credit card through the Carrier’s website or through the Carrier’s contact center.

ARTICLE 13 – FARE

13.1. Carriage charges for the carriage of a passenger and additional services are charged by the carrier, agent based on the fares in effect on the date of carriage at the time of issuance of the carriage document.

13.2. The air carriage fare applies to calculate the payment for carriage of a passenger and additional services from the point of departure to the point of destination and is set by the carrier.

13.3. Any tax or fee must be paid by the passenger in excess of the fare, unless otherwise provided by law or the fare conditions of the carrier.

13.4. Fares, taxes and fees must be paid by the passenger in the currency of the country, where the carriage document is issued or in another currency set by the carrier, if this does not contradict the currency regulation of the country of sale.

13.5. The applicable fare must be valid on the date of carriage at the time of issuance of the carriage document. Passenger ticket paid by the passenger and issued before the change of fare or exchange rate declared by the carrier is valid without additional payment up to the fare valid on the date of carriage, if the passenger does not introduce changes to the air carriage contract.

13.6. If the passenger introduces changes in the air carriage contract, the carrier will charge the difference between the fare paid and the level of fare valid on the date of carriage.

13.7. No changes in the fare or fare conditions of the carrier’s affect the terms and conditions of the air carriage contract, if the carriage has already commenced.

13.8. If the payment for carriage is made in a currency other than the fare publication currency, then the equivalent in the payment currency is calculated on the basis of the exchange rate published in the automatic reservation systems, valid at the time of carriage.

ARTICLE 14 - FEES

14.1. The Carrier shall have the right to charge a commission fee for ticket booking for air carriage, if the ticket was booked on the Carrier’s website, air ticket offices, at the Carrier’s contact center or from agents.

14.2. When booking a ticket on the Carrier’s website, air ticket offices, reservation and carrier information centers, the amount of commission fees are set by the carrier’s internal regulations. When booking a ticket from the carrier’s agents, commission fees are set independently by the agents without consent of the carrier.

14.3. The carrier shall have the right to charge fees for the following additional services:
- SMS notification of changes in the carriage
- carriage of excess baggage up to 30 kilograms;
- carriage of excess baggage in excess of 30 kilograms;
- carriage of hand luggage over five kilograms and maximum 10 kilograms;
- reservation of a seat in the aircraft;
- reservation of a transfer (or renting a car), hotel – upon reservation
- insurance – upon reservation;
- food, drinks, souvenirs during flight;
- priority boarding;
- advance reservation;
- price guarantee;
- carriage of animals in the aircraft cabin and baggage compartment;
- carriage of sports equipment;
- carriage of musical instruments.

14.4. The amount of such fees is established by the carrier’s internal regulations. The fee is charged in the currency equivalent of a fee charging country.

ARTICLE 15 – TERMINATION OF THE CONTRACT OF CARRIAGE AT THE PASSENGER’S DISCRETION

15.1. The passenger is entitled to refuse carriage and get back the ticket price in the amount established by the relevant clauses of this article. The passenger should inform the Carrier about non-availability to fulfill the flight before his scheduled departure.

15.2. Ticket price is fully refunded in the following cases:
- If the passenger refuses carriage due to cancellation or delay of the flight for more than 10 hours due to the Carrier’s fault, due to the failure to perform the flight in accordance with the time specified in the schedule; inability to provide a seat for passenger in accordance with the reservation made earlier.
- If the passenger refuses carriage due to the death of his relative, accompanying him on the aircraft, with documentary confirmation.
- If the passenger refuses carriage due to illness after purchasing the ticket, and if there is a medical certificate of contraindications to air carriage on the date of carriage.
- If the passenger refuses carriage due to injury after purchasing the ticket, and subject to medical certificate.

15.3. The ticket price is refunded in the amount determined by fare application conditions in the following case:
- If the passenger refuses carriage due to illness or injury arising prior to purchasing the ticket or unconfirmed by medical document.
- Other voluntary refusal of the passenger.

ARTICLE 16 - TERMINATION AND SUSPENSION OF THE CONTRACT OF CARRIAGE AT THE CARRIER’S DISCRETION

16.1. The Carrier terminates the contract of carriage unilaterally where provided for by the laws of the Republic of Kazakhstan.

16.2. The passenger’s failure to present a payment card during registration or boarding is grounds for suspension of the contract of carriage. Upon expiration of the ticket, as well as if the fare application conditions do not allow re-booking of the ticket, the contract of carriage terminates.

16.3. Upon termination of the contract of carriage as provided for by clauses of this article, the ticket price is refunded in the amount determined by fare application conditions.

ARTICLE 17 – FARE REFUND PROCEDURE

17.1. The refundable amount is issued in accordance with Fare rules of the Carrier in a point where a ticket was bought in cash or bank transaction form depending on the method of purchase.
17.2. No refund is allowed in offices, agencies other than the place where the ticket was purchased.
CHAPTER 3 - CARRIAGE OF PASSENGERS

ARTICLE 18 - SCHEDULE, CHANGE OF SCHEDULE, FLIGHT DELAY, CANCELLATION

18.1. Scheduled carriage of passengers and baggage takes place in accordance with the published schedule.

18.2. The published flight schedule reflects the following information for each scheduled flight:
1) airport of departure;
2) airport of arrival;
3) airport (s) located along the itinerary, where the aircraft is scheduled to land in accordance with the flight schedule;
4) Carrier’s code;
5) flight number;
6) days of week when the flight takes place;
7) departure time (local);
8) arrival time (local);
9) flight period;
10) type (s) of the aircraft.

Flight schedules may contain additional information.

18.3. The Carrier may cancel, postpone or delay the flight specified in the passenger ticket and baggage check, replace the aircraft and change the itinerary (landing point), if required by flight and/or aviation security or conditions beyond the control of the carrier (weather conditions at the airport of departure, arrival, along the route, unfitness of the runway for take-off of the aircraft, requirements of public authorities, etc.).

18.4. The Carrier undertakes to take all possible measures for timely carriage in accordance with the concluded contract of carriage.

18.5. The Carrier may change the schedule without prior notice to passengers. Change of the schedule is not a flight delay. When changing the schedule, the Carrier is obliged to rebook the ticket for the next flight or refund the full cost of unused ticket segments at the passenger’s discretion.

18.6. The carrier is not responsible for non-notification of the passenger of a change in flight schedules, change of departure/arrival airports, flight cancellation or other changes in case of Force Majeure.

18.7. The Carrier is not responsible for errors, distortions or omissions in schedules published by others without the consent of the carrier.

18.8. If the flight is canceled or delayed due to the carrier’s fault or delay, the flight is canceled due to the late arrival of the aircraft, or change of the route, the carrier provides the following services for passengers at the points of departure and intermediate points:
1) baby care room (if available) for passenger with a child under the age of seven;
2) two telephone calls, including via international communication, lasting no more than five minutes or two e-mail messages while waiting for the flight departure for more than two hours;
3) soft drinks while waiting for the flight departure for more than two hours;
4) hot meals while waiting for the flight departure for more than two hours and further: - every six hours – during the daytime; - every eight hours – at night time;
5) accommodation in the hotel provided by the carrier, while waiting for the flight departure for more than eight hours - during the daytime and more than six hours - at night time;
6) delivery by transport provided by the carrier from the airport to the hotel and when the hotel is provided at no extra charge;
7) if the flight is canceled or delayed due to the carrier’s fault for more than ten hours, the carrier is obliged at the passenger’s discretion:
- to provide transportation of the passenger by the nearest flight to the destination point specified in the ticket, with the provision of services in accordance with this clause; or
- refund the full ticket price to the passenger.
The services specified in this clause are provided to passengers at no extra charge. If the carrier is not able to provide any of the above services, the carrier is obliged to compensate the passenger for the actual costs of these services in the amount set by the carrier’s internal regulations.

18.9. At the passenger’s request, he is issued a letter or the reasons for the flight delay are indicated in the ticket by specially designated official of the carrier.

18.10. If the carriage of a passenger is delayed due to the carrier’s fault, the latter shall pay the passenger a penalty of 3% of the ticket price (air leg where the delay took place) for each hour of delay, unless the carrier proves that the delay was due to force majeure. The amount of the penalty shall not exceed the cost of the purchased ticket (air leg where the delay took place).

ARTICLE 19 – TRANSPORTATION ROUTE, ROUTE MODIFICATION

19.1. Carriage of passengers, baggage is arranged along the transportation route between the points (airports) of departure, transfer and destination specified in the carriage document in the established order.

19.2. Change of the transportation route specified in the carriage documents is allowed by agreement between the carrier and the passenger.

ARTICLE 20. CARRIER RIGHTS

20.1. The Carrier shall have the right to cancel without notification, delay the flight specified in the ticket, to change the transportation route, if such actions are necessary due to:
1) natural disaster;
2) unfavorable weather conditions at the airports of departure, destination or along the transportation route, as well as other events affecting the flight safety;
3) act of unlawful interference;
4) requirements of public authorities;
5) other events beyond the control of the carrier.

20.2. The carrier may replace the aircraft of one type with another. If a passenger refuses to fly by different aircraft, re-booking and return of the air ticket must be arranged in accordance with fare application conditions.

20.3. The carrier may replace the seat provided to the passenger in the aircraft cabin at any time.

ARTICLE 21. PASSENGER RIGHTS

21.1. The passenger is entitled to receive the carriage service, additional services determined by the carriage documentation in the manner prescribed by these Regulations.

21.2. The passenger is entitled to refuse carriage at the airport of departure and get back the carriage charge in accordance with these Regulations.

ARTICLE 22 – SERVICE OF DEPARTING PASSENGERS

22.1. Passenger who has the passenger ticket must pass baggage check-in procedure at the airport of departure or another point established by the carrier.

22.2. Passenger must arrive at the airport to the baggage check-in area ahead of time: at least 3
hours for international flight, domestic flight - at least 2 hours before the departure time according to the schedule specified in the ticket.

22.3. The Carrier may request at the time of check-in or during boarding is entitled to request from the passenger the original bank card, from which payment was made in the following case:
- when purchasing through the carrier’s reservation and information center;
- when purchasing, booking or re-booking on the Carrier’s website, if the passenger was informed about the need to present the original bank card when paying for the carriage.

22.4. At the airport of departure, the passenger shall pass the security control. For international route, a passenger shall additionally pass customs and border control. If necessary, quarantine control of the passenger, veterinary and phytosanitary control of his baggage are carried out.

22.5. For the flight safety, the passenger, baggage, hand luggage, including items carried by the passenger are subject to mandatory preflight inspection. Preflight inspection must be carried out by aviation security staff at the airport of departure.

22.6. Preflight inspection involves verification of the passenger’s identity documents against the carriage documents.

22.7. If a passenger refuses to pass preflight inspection, the carrier is entitled to refuse carriage (unilaterally terminate the air carriage contract) with reimbursement of payment for carriage in accordance with fare application conditions.

22.8. Inspection is permitted on the aircraft from the time all external doors are closed after loading and until any of these doors are opened for unloading, regardless of the passenger’s consent.

22.9. To pass the check-in procedure, passenger must provide the carrier with the following documents:
- identity document provided for by the laws of the Republic of Kazakhstan and/or international treaties of the Republic of Kazakhstan;
- documents certifying the passenger’s right to enter a foreign country (visa or documents providing visa-free entry);
- necessary documents certifying the conditions of carriage of specific categories of passengers and their baggage (notarized consent of parents, adoptive parents, guardians for the carriage of a child, power of attorney to accompany a child, medical certificate, veterinary certificate, etc.).

22.10. In the absence of the documents specified in clause 22.9 of these Regulations, the carrier may refuse carriage of a passenger.

22.11. The Carrier is not responsible for the relationship of the passenger with public services (customs, border, immigration, security services) of countries of departure, transfer, stop or entry.

22.12. Registration of tickets and baggage check-in at the airport of departure ends 40 minutes before the departure time according to schedule, unless otherwise provided for by the rules of the airport of departure, which the carrier brings to the attention of passengers through its own website.

22.13. Boarding must be performed 30 minutes before the scheduled flight. The passenger must arrive to landing zone at least 30 minutes before the scheduled flight. A passenger who arrived late by the time of check-in or boarding is not allowed for this flight.

22.14. If a passenger refuses to fly after boarding, repeated preflight inspection of the aircraft and passengers is arranged in accordance with aviation security requirements. In this case, the Carrier is entitled to recover from the passenger damage caused by the delayed flight.
ARTICLE 23. ON BOARD SERVICE OF PASSENGERS

23.1. Passengers are obliged:
   1) To unconditionally satisfy the requirements of the aircraft commander and other crew members, as well as the actions indicated on the connected display boards;
   2) To place hand luggage and personal property in a specially designated place;
   3) To fasten the seat belts of the passenger seat by order of the aircraft commander or when information signs obliging to undertake such actions are activated;
   4) To observe discipline and order on board throughout the flight;
   5) To put mobile phones on the off-line mode (in flight) or to switch off mobile phones without this function.

23.2. Passengers are not allowed to interfere in the actions of the crew, demand them to change the plan and order of the flight, or to ignore the instructions of the air traffic services or air traffic control authority.

23.3. Passengers are prohibited:
   1) To create situations threatening the flight safety;
   2) To threaten crew members;
   3) To smoke on board during the flight, including with the use of electronic devices.
   4) To use mobile, trunking communication throughout flight, radio-electronic equipment and high-frequency domestic devices when taxiing, climbing, approaching to landing. Use of electronic devices in off-line mode (in flight) does not violate the requirements of this clause.

23.4. Passengers are also prohibited:
   1) To create situations threatening the health, honor and dignity of other passengers and air staff, including verbal abuse or physical abused towards them;
   2) To drink personal alcoholic beverages, including those purchased in duty-free shops, other than those offered on board as part of the standard service.
CHAPTER 4. CARRIAGE OF SPECIAL CATEGORIES OF PASSENGERS

ARTICLE 24. GENERAL PROVISIONS

24.1. Passengers of specific categories are subject to general conditions of carriage with the provision of additional services and adequate level of flight safety, and fulfillment of the requirements of public authorities.

ARTICLE 25. CARRIAGE OF CHILDREN

25.1. Carriage of children under the age of 16 is allowed only when accompanied by adult passenger, in the absence of adult accompanying passenger, the Carrier is entitled to refuse carriage for unaccompanied children. Children are allowed for carriage by the Carrier only after legalization by parents (adoptive parents, guardians) or guardians of the relevant document (Application for carriage) indicating all necessary details of such carriage.

25.2. For domestic and international carriage, a passenger is allowed for the carriage of one child under the age of 2 years, free of charge without providing a separate seat.

1) If a child under the age of 2 years is transported on domestic and international flight with a separate seat, 50% of the standard fare is paid for carriage, or the passenger may purchase ticket for the child at a special fare, if available.
2) Minor children from 2 to 14 years old inclusive are transported on domestic flights with payment of 50% of the standard fare, or the passenger may purchase ticket for minor children at a special fare, if available;
3) Minor children from 2 to 11 years old inclusive on international flights are transported with payment of 50% of the standard fare, or the passenger may purchase ticket for minor children at a special fare, if available;

Children’s discount of 50% for air tickets at special fares does not apply.

25.3. The passenger ticket must indicate the year of birth of the child. The passenger accompanying the child is obliged to present to the Carrier, when purchasing passenger ticket and during check-in, a document evidencing the child’s age - birth certificate of the child, and also passport for international flight. The age of the child is determined on the date of carriage indicated in the passenger ticket. The Carrier is entitled to check the age of the child.

ARTICLE 26 – CARRIAGE OF DISABLED PEOPLE AND MEDICAL PASSENGERS

26.1. The category of sick or disabled people includes passengers:
- recognized as sick for medical reasons, as well as not able to move independently and needing assistance when boarding the aircraft or able to walk and approach the boarding area without assistance, whose condition is considered unstable and therefore need permission from doctors before each flight;
- whose physical or mental condition is stable and who are able to obtain permanent or temporary permit for air carriage from medical institution, or who do not have such permit, but needing special care.

26.2. For the safe fulfillment of technical and operational requirements, the Carrier may limit the number of medical passengers/disabled people on any flight, even if the accommodation of these passengers meets special requirements, including qualified accompaniment.

26.3. The Carrier or any person authorized by the Carrier who registers medical
passenger/disabled people is responsible for the awareness of the ground staff of the presence of medical passenger/disabled people on board at the points of transit, transfer and destination.

26.4. The Carrier may refuse carriage or its continuation for a person whose carriage due to his health condition (on the basis of proved medical examination facts, etc.) may pose risk to other passengers and their property, aircraft or crew.

26.5. The Carrier may refuse carriage (both initial and subsequent), cancel the reservation or to expel from the aircraft for medical reasons the following passengers:
- unable to take care of themselves without assistance, unless they are accompanied;
- to become source of infection for other passengers; carriage of which, even with special precautions may cause a danger to themselves or other persons and property;

26.6. If the carriage is refused for medical passenger (disabled person) at the initial or transfer points, the Carrier is obliged to immediately inform the initial carrier and other carriers along the route, indicating the reason for refusal and the actions taken.

26.7. The aircraft commander, master steward must be aware of the presence of medical passengers on board and the need for special services before the flight.

26.8. Boarding of medical passengers (disabled people) and their attendants must finish before boarding the rest of passengers. At transit points, medical passengers (disabled people) and their attendants remain on board subject to compliance with applicable safety regulations. Medical passengers and their attendants get off the plane in the last turn.

26.9. Accommodation of medical passengers (disabled people) in the cabin, it is necessary to consider carriage specifics. The places to be allocated must meet the following requirements:
• to be out of the way in case of emergency evacuation;
• do not impede free access to emergency exits.

26.10. The attendants are accommodated next to medical passengers (disabled people). Passengers experiencing difficulty with movement are accommodated so as to provide quick evacuation of passengers from the aircraft.

26.11. Transportation of own wheelchairs of medical passengers (disabled people) is governed by the airline’s baggage carriage regulations.

26.12. The Carrier or authorized agent when transporting disabled person in the wheelchair (folding wheelchair) informs the airport in advance of the carriage of such a passenger for delivery from the aircraft board (on board).

ARTICLE 27. CARRIAGE OF PREGNANT WOMEN

27.1. Pregnant women are accepted for carriage provided that they present the following documents: medical certificate from medical institution of the absence of contraindications to air carriage on the date of the flight indicated in the ticket and a prenatal record;

27.2. Pregnant woman is transported under the condition that the Carrier does not assume any responsibility to the passenger for adverse consequences that may arise for the passenger and for the fetus during carriage and as a result of carriage.

27.3. Pregnant women with pregnancy period less than 22 weeks are transported without medical certificate for the flight.

27.4. Pregnant women with pregnancy period from 22 weeks to 34 weeks inclusive (with single pregnancy) and from 22 weeks to 32 weeks inclusive (with multiple pregnancy) are accepted for carriage only with a certificate from the medical institution.

27.5. Pregnant women with pregnancy period of more than 34 weeks with a single pregnancy and more than 32 weeks with a multiple pregnancy are accepted for carriage subject to conclusion of the Medical Advisory Council or the relevant medical board. Medical examination must be issued according to form No. 035-1/y.
27.6. The Carrier may refuse to transport a pregnant woman, even in the presence of medical certificate, if the date of delivery is expected in the next 7 calendar days.
27.7. Maternity patients after childbirth and newborn children are not allowed for carriage within the first 7 calendar days after the birth of the child.
27.8. The Carrier is entitled to refuse carriage of pregnant woman if this is regulated by the requirements of the immigration legislation of the country of destination.
27.9. When departing from foreign airports, the medical certificate must be translated into foreign language used in the country of departure. The validity of medical certificate is 30 days.

ARTICLE 28 – CARRIAGE OF PASSENGERS WITH SIGHT (HEARING) DISABILITY

28.1. When transporting a passenger with sight (hearing) disability, the Carrier must be presented with a relevant document.
28.2. Carriage of the passenger with sight (hearing) disabilities can be carried with an accompanying person, without accompanying person or with assistance dog.
28.3. Carriage of the passenger with sight (hearing) disabilities without an accompanying person is possible only subject to a prior consent of the Carrier.
28.4. The assistance dog must have a veterinary certificate or a certificate of special training.
28.5. In case of carriage of the passenger with sight (hearing) disabilities with an assistance dog such assistance-dog shall be carried free of charge in aircraft cabin.

ARTICLE 29 – CARRIAGE OF PASSENGERS WITH ENHANCED COMFORT

29.1. For carriage with enhanced comfort, passenger can reserve the required number of seats. Payment for extra seats is available at affordable rates.

ARTICLE 30 - SERVICE OF DIPLOMATIC COURIERS AND THEIR BAGGAGE

30.1. Diplomatic couriers transport diplomatic mail in the aircraft cabin and are obliged:
   • To have and present at the Carrier’s request, a document certifying his special powers as a person accompanying the diplomatic mail;
   • To be responsible for packaging and processing of diplomatic mail in accordance with the instructions of the relevant international conventions and the requirements of public authorities at the points of departure, destination, transfer;
   • To be responsible for the safety of diplomatic mail during ground processing.
30.2. Registration of the diplomatic mail in the aircraft cabin, accompanied by diplomatic courier is allowed using a separate ticket or excess hand luggage/baggage receipt and payment is made in accordance with excess baggage carriage regulations.
30.3. If the diplomatic mail is registered using a specially issued passenger ticket, the mail is transported in the passenger seat, if its weight does not exceed 30 kilograms. If this weight is exceeded, two or more tickets are issued for the carriage of diplomatic mail and, accordingly, two or more seats are occupied.

ARTICLE 31 – SERVICE OF DEPORTED PASSENGERS AND PASSENGERS, WHO ARE NOT ALLOWED TO ENTER A COUNTRY

31.1. The decision to deport a passenger is issued by appropriate public authorities. Carriers transporting such a passenger are not responsible for delivering the passenger to the destination point specified by deportation authorities.
31.2. When sending a deported passenger, 1 copy of the “Deportation Certificate” must be attached, enclosed in the envelope with flight coupons for mutual settlements.
31.3. Accommodation of the deported passenger on the aircraft is arranged by agreement with the aircraft commander and public authorities.

31.4. After departure with the deported passenger, telegram is sent to the destination point, indicating surname of the passenger, surname of the accompanying person and the number of the connected flight.

31.5. Passenger who is not allowed by competent authorities to the point of destination must be immediately sent to the initial point of carriage or to another point permitted by public authorities.

31.6. Passenger is responsible for reimbursement of all expenses of the Carrier for return delivery and maintenance.
CHAPTER 5 - CARRIAGE OF BAGGAGE

ARTICLE 32 - GENERAL PROVISIONS

32.1. Baggage - personal property of the passenger or crew members transported by aircraft as agreed upon with the Carrier.
32.2. During check-in, a passenger is obliged to present for weighing all items carried by him.
32.3. In the event of full payload of the aircraft, the Carrier may limit acceptance or refuse the excess baggage of the passenger.
32.4. The Carrier may refuse the passenger to transport his property, if the weight, dimensions, number of packages, contents or packaging does not meet the requirements of these Regulations.
32.5. Checked baggage is transported on the same aircraft delivering the passenger. If such carriage is not possible for any reason, the Carrier must transport the checked baggage on the next or preceding flight.
32.6. Baggage of a passenger, who did not arrive for boarding after check-in, as well as baggage and hand luggage of the transit passenger who did not arrive for boarding are subject to mandatory removal from the aircraft.
32.7. Passenger is responsible for the carriage of items in the baggage prohibited for carriage or handed over for carriage in disregard of the carriage requirements and conditions established by these Regulations.

ARTICLE 33 – CHECKED BAGGAGE

33.1. The dimensions of one article of checked baggage in terms of 3 dimensions shall not exceed 158 cubic centimeters, and the weight of one article of baggage shall not exceed 30 kg.
33.2. When accepting baggage for carriage, the Carrier is obliged to make an entry (number of packages and weight of checked baggage), which is considered as a baggage check issued to the passenger. The Carrier is obliged to issue the passenger tear-off coupon of numbered baggage label for each article of checked baggage. Baggage label and tear-off coupon are mandatory to identify baggage.
33.3. After baggage check-in, the Carrier assumes responsibility for the safety of the baggage contents, safety of packaging and for transportation.
33.4. From the time the checked baggage is handed over for carriage and up to the time it is issued, the passenger's access to the baggage is prohibited, except for the purpose of identification or additional inspection by the relevant services.

ARTICLE 34 – UNCHECKED BAGGAGE (HAND LUGGAGE)

34.1. Total weight of free unchecked baggage (hand luggage) for passengers shall not exceed 5 kg, and the maximum dimensions of three dimensions shall not exceed 56 X 23 X 36 cm.
34.2. The passenger is obliged to take care of the items transported in the cabin.
34.3. Unregistered baggage (hand luggage) is transported in the aircraft cabin and must be placed on the baggage rack above the passenger seat or under the seat. Unchecked baggage (hand luggage) remains with the passenger throughout the flight and under his responsibility.
34.4. In addition to the free baggage allowance, the passenger is allowed to carry one collapsible stroller (maximum size when folded: 34x32x14 cm).
ARTICLE 35 - EXCESS BAGGAGE

35.1. Passenger is obliged to pay for the carriage of excess baggage.
35.2. Weight of one piece of excess baggage shall not exceed 30 kg, number of packages no more than 2.
35.3. If at the point of departure, the passenger presented less pieces of baggage than previously booked and paidone, the difference in payment between the declared and the actual weight of baggage is not refundable.
35.4. If the passenger increases the weight of baggage en route, the passenger is obliged to pay for carriage of baggage, which exceeds the weight of the previously paid baggage.
35.5. If the passenger presented baggage in larger quantity than the declared and prepaid one, such baggage is accepted for carriage on the same aircraft with the passenger only if there is free tonnage and after appropriate extra charge.

ARTICLE 36 – ITEMS AND SUBSTANCES NOT ALLOWED FOR CARRIAGE AS BAGGAGE

36.1. For the flight safety, the following items and substances possible to cause harm to passengers, the aircraft or property on board are not allowed for carriage as baggage:
   • explosives and objects filled with explosives, ammunition, illuminative substances and rockets;
   • compressed and liquefied gas, domestic gas (butane-propane, etc.);
   • poisonous, toxic and irritating agents;
   • flammable solids and liquids;
   • caustic corrosive or oxidizing materials and agents;
   • magnetized materials;
   • radioactive materials;
   • briefcases and suitcases fitted with safety devices;
   • mercury and other agents, objects falling into the category of the above agents, cargo and objects, suspected to threaten safe transportation and to be used for arson, explosion or threaten the life of passengers and crew members of the aircraft.
36.2. The list of agents and objects that the passengers are prohibited to carry on civil aircrafts is established by the International Civil Aviation Organization (ICAO) and the laws of the Republic of Kazakhstan.
36.3. Special types of baggage and cargo are not allowed for carriage:
   • biological product;
   • wild animals, fur animals and reptiles (snakes);
   • large pets, poultry
   • fish seed, bees, etc.
36.4. The following items are also prohibited:
   • items that are not acceptable for carriage as baggage in terms of weight, size or other characteristics at the Carrier’s opinion;
   • items prohibited by laws, decrees, rules and regulations of public authorities of the Republic of Kazakhstan, as well as the country to/from or through which the carriage is arranged.

ARTICLE 37 - ITEMS AND SUBSTANCES ACCEPTED IN LIMITED QUANTITY

37.1. Passengers are allowed to carry the following substances and items in the baggage in the limited quantity and with the Carrier’s permission, unless otherwise stipulated by regulations of a country to/from or through which the carriage is arranged:
   1. Alcoholic beverages with a content of alcohol more than 24%, but no more than 70% by volume, in containers with a capacity of no more than 5 liters, if in sealed containers intended for retail trade in the passenger baggage. Total net quantity of such drinks for
each person is 5 liters. Alcoholic beverages with alcohol content of no more than 24% by volume are not subject to any restrictions other than packaging restrictions.

2. Radiation-free drugs and toilet articles, including aerosols. Aerosols without any additional danger for sports or domestic purposes are only transported in checked baggage. Total net quantity of all such items carried by each person 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.

3. Hairsprays, lacquers, colognes and medicines containing alcohol only in checked baggage. Total net quantity of all such items carried by each person 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.

4. Small cylinders with gaseous oxygen or air for medical use, with the airline’s permission.

5. Small carbon dioxide cylinders to trigger artificial limbs, as well as spare cylinders of similar size, if necessary to provide the necessary reserves throughout journey.

6. Baggage allowance for several persons cannot be combined into one or several packages.

7. Dry ice of no more than 2 kg for each person, when used for cooling, without the risk of perishable product, provided that gaseous carbon dioxide is able to pass through the package, carried in the hand luggage or checked baggage with the approval of the airline.

8. Impregnated matches or personal lighter, carried in personal possession. Lighters containing unabsorbed liquid fuel (except the liquid gas), fuel for lighters and refueling elements are prohibited.

9. Cardiac muscle stimulators or other devices on radioactive 44 isotopes, including lithium battery-powered devices implanted into the human body, or radioactive pharmaceuticals contained in the human body as a result of treatment.

10. With the airline’s permission, wheelchairs for the carriage of medical passengers or other battery-powered mobile facilities equipped with leak-proof batteries and carried in checked baggage, provided that the battery terminals are protected against short circuit and the battery is securely attached to the wheelchair or mobile facilities.

11. With the airline’s permission, wheelchairs for the carriage of medical passengers or other battery-powered mobile facilities equipped with wet batteries and carried in checked baggage, provided that the wheelchair or mobile facilities can only be loaded, placed, secured and unloaded in the upright position, and provided that the battery is disconnected, battery terminals are protected against short circuit and the battery is securely attached to the wheelchair or mobile facilities.

If it is impossible to load, secure and unload the wheelchair or mobile facility only in the upright position, the battery must be removed and the wheelchair or mobile facility can then be transported without restrictions as checked baggage. Removed battery must be transported in a safe, rigid packaging. These packaging shall prevent leakage and to be proof against battery liquid. It is necessary to provide roll-over protection by fastening to pallets or by securing in cargo compartments using the proper fasteners, retaining tapes, brackets or supports.

Batteries must be protected against short circuit, fastened vertically in packaging sets and covered with a sufficient number of compatible absorbent materials to completely absorb the liquid contained.

Packaging should be labeled as “liquid battery, with wheelchair” or “liquid battery, with mobile facility” and a corrosion hazard sign.

The aircraft commander must be aware of the wheelchair location for carriage of medical passengers or mobile facility with the battery installed or the location of packaged battery.

It is recommended that passengers coordinate with each airline in advance. Leakage-proof batteries should be installed, as far as possible, ventilation plugs to prevent leakage.

12. Catalytic hair curling iron containing hydrocarbon gas, no more than one iron for
each person in checked baggage, provided that the heating element has a reliable protective cap. Gas refueling elements for such iron are prohibited.

13. With the airline’s permission, barometer or mercury thermometer only in hand luggage, carried by representative of the weather bureau or similar official body. Barometer or thermometer should be packaged in a safe outer packaging containing a sealed inner liner or bag of durable impermeable or puncture resistant material, proof against mercury and that prevents leakage of mercury.

The aircraft commander must have information about the barometer or thermometer.

14. For each person no more than two small cylinders with carbon dioxide or other relevant gas, inserted into self-inflating life jacket for inflation, plus no more than two spare chargers, with the airline’s permission.

15. With the airline’s permission, heat-generating items, that is, battery-powered equipment such as underwater lanterns, soldering equipment possible to generate a large amount of heat and can cause fire, if accidentally turned on, can only be carried in hand luggage. The heat-generating component or energy source must be removed to prevent unintended operation during transportation.

16. One small medical or clinical thermometer containing mercury for personal use if it is in a protective case.

Note: The list is compiled in accordance with the requirements of Technical Instructions for the Safe Transport of Dangerous Goods by Air (DOS 9284 AN905, edition 2008-2010, ICAO).

37.2. The Carrier allows passengers to carry no more than 1 liter of liquids in the cabin. These liquids must be packaged in containers of no more than 100 ml. Such liquids include gels, lacquers, mascara, shampoos, perfumes, colognes, creams, etc.

The volume of liquids allowed for carriage by passengers in the aircraft cabin may be limited by the airline or at the request of international organizations and authorized civil aviation authorities of the Republic of Kazakhstan.

ARTICLE 38 – CARRIAGE OF SPECIAL BAGGAGE

38.1. Binoculars, receivers and radio transmitters, photo and film equipment are accepted for carriage only packed in suitcases or boxes. Passengers are not allowed to use them while on board. Batteries should be removed from radio equipment, except stationary.

38.2. 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.

38.3. Passenger is not recommended to include fragile and perishable items, currency notes, jewelry, precious metals, computers, electronic communications, bonds, securities and other valuables, business documents, passports, identity cards, keys and other similar items in the checked baggage.

38.4. Fragile items requiring special precautions during carriage or special storage conditions (portable tape recorders, receivers, TV receivers, crystal, porcelain items, diplomatic mail, etc.), items not exceeding the dimensions of hand luggage are allowed for carriage by the Passenger in the cabin subject to mandatory presentation for inspection, by agreement with the Carrier and depending on physical capacity. These items are accepted for carriage as baggage only in a safe package and provided that the Carrier is not responsible for the safety thereof.

ARTICLE 39 – CARRIAGE OF ANIMALS AND BIRDS

39.1. Allowed animals are accepted for carriage only when accompanied by adult passengers and with the prior consent of the Carrier. The passenger must present a certificate issued
by authorized public institution and other documents required by the veterinary authorities of any country to/from or through which the carriage is arranged.

39.2. For carriage of animals the Passenger must provide a container (cage) of sufficient size with air access.

39.3. The bottom of the container (cage) must be waterproof and covered with absorbent material. As an exception, carriage of animals and birds is allowed in firmly closed baskets, boxes with air access. Bird cages must be covered with thick, light-proof fabric.

39.4. Acceptance of animals for carriage is subject to the condition that the passenger will be solely responsible. The carrier is not responsible for injuries, loss, delay in delivery, illness or death of such animals, as well as in case of refusal to import or transport them to/through a country.

39.5. Passenger is obliged to satisfy all requirements of the Carrier and to compensate the Carrier for losses and extra costs during carriage of animals.

39.6. Experimental animals are not allowed for carriage.

39.7. The weight of accompanied animals, including the weight of containers (cages) and food are not included in the free baggage allowance and subject to payment at the fare set by the Carrier’s regulations.

39.8. If the weight of animal with a cage exceeds 8 kg, such an animal is transported only as checked baggage in the isolated baggage compartment of the aircraft.

39.9. Allowed birds are accepted for transportation only in the isolated cargo compartment of the aircraft with Air Waybill issuance.

ARTICLE 40 – CARRIAGE OF OVERSIZED BAGGAGE

40.1. Oversized baggage is a baggage, one piece of which in terms of 3 dimensions exceeds 158 cubic centimeters and/or weight exceeds 30 kg. Oversized baggage is accepted for carriage by prior agreement with the Carrier. Passenger who intends to carry oversized baggage is obliged to notify the Carrier to this effect when booking a seat or when purchasing a ticket.

40.2. Payment for carriage of oversized baggage is made at special fares of the Carrier.

40.3. If several carriers are involved in the carriage, then the Carrier responsible for reservation must obtain their consent for the carriage of oversized baggage.

40.4. Oversized baggage is accepted for carriage provided that the dimensions of loading hatches and baggage/cargo compartments of the aircraft allow loading and unloading and accommodation on board.

40.5. Oversized baggage must be equipped with fastener for securing it during transportation to the aircraft, from the aircraft and on board.

40.6. The Carrier may refuse the oversized baggage, if it does not meet the requirements.

ARTICLE 41 – CARRIAGE OF BAGGAGE IN THE CABIN

41.1. Baggage requiring special precautions (musical instrument, crystal and porcelain, etc.) is allowed for carriage in the cabin.

41.2. Carriage of baggage in the aircraft cabin is agreed beforehand with the Carrier. After receiving consent for the carriage of baggage in the cabin, a separate ticket is issued for this carriage, the cost of which is 100% of the available fare.

41.3. The weight of baggage transported in the cabin shall not exceed 30 kg, and the overall dimensions allow its accommodation on a separate passenger seat.

41.4. Packaging of baggage transported in the cabin must be equipped with fastener for securing to passenger seat. Lifting of baggage on board and landing from the board is the Passenger’s responsibility.

41.5. Baggage transported in the cabin must be inspected for aviation safety before loading on board.
ARTICLE 42 - ABANDONED, FORGOTTEN OR MISPLACED BAGGAGE

42.1. If a passenger after arrival at the destination point has not received his checked baggage and has reported this, the carrier or the serving agent must take all necessary measures to find the baggage.

42.2. The abandoned, forgotten or misplaced baggage, the carriage of which was paid at the appropriate baggage fee, must be sent to the destination point at no extra charge.

ARTICLE 43 - DIPLOMATIC BAGGAGE

43.1. Diplomatic baggage (mail) accompanied by 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 accommodated on passenger seats not occupied by passengers (no more than 30 kg per seat).

43.2. For the carriage of diplomatic baggage (mail) additional space is purchased in accordance with the tariffs of the FlyArystanairline.

43.3. Carriage of diplomatic baggage (mail) handed over to the carrier (valise) is arranged in accordance with the terms of special agreements between FlyArystan and clients, and in the absence of such agreements in accordance with airline regulations and instructions.

ARTICLE 44 - BAGGAGE PACKAGING

44.1. Items transported as baggage must be packed in suitcases, bags, bundles and other similar packaging with carrying handles. Crates, boxes, baskets must be tied and fit for carrying. Locks must be serviceable and locked. Covers, bottoms and walls must be free of gaps and tight-fitting. Ropes or straps must be strong and knotless.

44.2. Suitcases, bags, briefcases, baskets without lock must be specially wrapped and protected against access. Packaging of checked baggage must provide safety of the contents under normal handling during all carriage operations.

44.3. Baggage packaging with protruding objects (nails, ends of edged metal tapes, wire, etc.) is not allowed for carriage.

44.4. The Carrier may refuse to accept baggage as checked, if the baggage is not packaged, providing safety under normal handling conditions.

44.5. Responsibility for baggage packaging rests with the passenger.

44.6. Passengers are recommended to have inside and outside identification label with the name and address of the Passenger for each piece of baggage.

44.7. Passenger shall not include fragile and perishable items, currency notes, jewelry, precious metals, silverware, bonds, securities or other valuables, business documents, passports, identity cards, medicines, keys and other similar items in the checked baggage.

ARTICLE 45 - BAGGAGE CLAIM

45.1. Passenger is obliged to receive his checked baggage immediately after delivery by the Carrier for issuance at the destination point.

45.2. In the baggage compartment of the destination point, the passenger must independently identify his/her baggage and to remove it from the baggage carousel. The carrier or its authorized agent is not obliged to check whether the holder of baggage check and tear-off coupon of baggage label has the right to receive the baggage and is not responsible for damage or expenses incurred by the passenger as a result of baggage delivery without such a check.

45.3. Baggage is delivered at the airport, to which the baggage was accepted for carriage, except where the passenger was removed from the flight at the intermediate airport.
45.4. Baggage receipt by the passenger who has tear-off coupon of the baggage label without complaint in writing confirms safe delivery of the baggage in accordance with the contract of carriage.

45.5. In each case of delay in the delivery of baggage, its shortage, damage or loss, as well as if the baggage is issued without baggage receipt or tear-off coupon of numbered baggage label, property irregularity report (PIR) is drawn up, certified by representative of the Carrier and the Passenger before the latter leaves the airport.

45.6. In the event of shortage or damage to baggage, the airport where the transportation problems are detected is obliged to draw up the property irregularity report (PIR) in the prescribed form.

ARTICLE 46 – BAGGAGE STORAGE AND DISPOSAL

46.1. Undocumented baggage, i.e. baggage that is missing the baggage label, and the owner is unknown is subject to storage for 5 days at the airport where it was removed from the aircraft. The Carrier during this period takes measures to find the baggage owner. Upon the expiry of indicated period, unclaimed baggage must be sent to the central station of the Carrier for further storage.

46.2. Unclaimed baggage is stored by the Carrier for six months from the date of delivery. Upon the expiry of indicated period, unclaimed baggage is subject to disposal.

46.3. Perishable products in the unclaimed baggage are subject to disposal in case of spoilage. Impossibility of further storage is documented by the certificate of spoilage.
CHAPTER 6 – RESPONSIBILITY UNDER THE CONTRACT OF CARRIAGE AND SETTLEMENT OF DISPUTES

ARTICLE 47 – CARRIER’S RESPONSIBILITY

47.1. Air carriage during which the Carrier is responsible for harm to the life and health of the passenger covers the period from boarding the aircraft to disembarking.

47.2. The Carrier is responsible for the loss of checked baggage from the time it is handed over to the Carrier at the airport of departure until it is delivered at the airport of arrival or until it is handed over to another carrier.

47.3. The Carrier is not responsible for the safety of items carried by the passenger.

47.4. The carrier is not responsible in the following case:
   • damage due to the Carrier’s compliance with the laws, regulations and decrees of public authorities and these Regulations, or failure of the Passenger to observe them.
   • for damage caused through no fault of the Carrier or for any reason beyond its control (including natural disaster, weather conditions, unlawful interference, requirements of public authorities, etc.)
   • if the harm to the life or health of the passenger is the result of his health condition.
   • fault of a person who handed over or received the baggage;
   • inherent nature of transported items;
   • packaging defect undetected during visual inspection of the accepted baggage;
   • special properties of items or agents in the baggage, requiring special conditions or precautions for the carriage and storage.
   • for underweight of the baggage transported in case of arrival and delivery to the Passenger in sound packing, without traces of tampering or damage, if the Passenger fails to prove that the baggage underweight was caused by the Carrier;
   • for delay in the baggage delivery due to circumstances beyond the control of the Carrier, in particular, due to adverse weather conditions, natural disaster, interference of unauthorized persons in the transportation process;
   • for damage to fragile items, for money, jewelry, precious metals, silverware, valuable and business papers, medicines, keys, passports, certificates and other items not accepted as checked baggage regardless of the Carrier’s awareness of these items in the baggage.

47.5. If a ticket is purchased in the passenger’s name by third party, the party to the carriage contract will be the passenger. Only the passenger is allowed to make claims for damages caused by the flight cancellation, delay, loss or damage to baggage.

47.6. For international carriage, the Carrier’s limits of liability apply in accordance with international treaties.

47.7. The extent of the Carrier’s liability to the passenger is limited to actual damage, except otherwise provided for by the laws.

47.8. If it is impossible to confirm the content and/or cost of the lost baggage, the Carrier is liable to the extent equivalent to one monthly calculation index per kilogram of the registered lost baggage (as of the date of the payment decision).

ARTICLE 48 – PASSENGER’S RESPONSIBILITY

48.1. In case of failure to observe with the rules of passenger conduct on board, including non-compliance with the crew requirements, break of order, the Carrier applies the procedures established by FlyArystan. In the event of harm caused by such actions, the passenger undertakes to recover any resulting damage, including compensation paid to third parties, lost benefits.

48.2. When using a ticket paid by card, the passenger guarantees the legality of such a payment. If the payment is refunded in connection with challenging by the cardholder,
the passenger is responsible for the damage caused to the Carrier and undertakes to pay
the cost of the used air ticket and the expenses incurred in connection with the refund.

48.3. If the Carrier is subject to penalties in connection with the passenger’s non-compliance
with visa regulations, migration requirements and other laws of a country to/from and
through the territory of which the flight follows, passenger undertakes to recover the
resulting damage and the expenses incurred.

48.4. If the passenger is not allowed to enter a country, the passenger is obliged to pay the price
of the ticket issued by the Carrier for the return flight at the appropriate fare.

48.5. The passenger shall have property liability in the event of damage to the Carrier due to
the presence of items and agents prohibited for carriage in the hand luggage or checked
baggage.

ARTICLE 49 – SETTLEMENT OF PASSENGER CLAIMS

49.1. Whenever the claims arise from the contract of carriage, claim against the Carrier before
legal action is mandatory.

49.2. The claim is presented in writing and must be signed by the applicant. The claim must
indicate the surname, given name, patronymic of the applicant, the address, description of
the damage caused and the claimed amount of compensation. The claim must be
accompanied by documentary evidence of circumstances set forth in the claim and the
amount claimed, and a copy of the identity document. Claim for reimbursement of the
lost or damaged baggage is presented subject to PIR report.

49.3. The passenger’s acceptance of the compensation offered by the Carrier both in cash and
in the form of air ticket discounts, discount certificates, etc., confirms the Carrier’s
fulfillment of the obligation to pay for the damage.

49.4. The claim documented in accordance with clause 49.2 is considered by the Carrier within
the time necessary for the examination of all facts, within the period established by law.

49.5. The carrier refuses to consider claims made by phone and email. Any claim must be in
writing and sent to the following address: Zakarpatskaya 4A, Almaty, Republic of
Kazakhstan.

49.6. Claims against the Carrier arising from these Regulations / Contract of carriage,
passengers, baggage or cargo are brought to court at the location of the carrier.